# INVITATION FOR BID

**ATTENTION:** This is not an order. Read all instructions, terms and conditions carefully.

<table>
<thead>
<tr>
<th>INVITATION NO.:</th>
<th>RETURN ONE ORIGINAL COPY AND ONE CD OF BID</th>
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<tbody>
<tr>
<td>UK-1946-19</td>
<td>TO:</td>
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<tr>
<td>Issue Date:</td>
<td>UNIVERSITY OF KENTUCKY</td>
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<tr>
<td>3-21-19</td>
<td>PURCHASING DIVISION BID DESK,</td>
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<tr>
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<td>BID # UK-1946-19, BID DATE 4-12-19</td>
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<td></td>
<td>322 PETERSON SERVICE BLDG.</td>
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<tr>
<td></td>
<td>411 South Limestone</td>
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<td>LEXINGTON, KY 40506-0005</td>
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**IMPORTANT:** BIDS MUST BE RECEIVED BY 4-12-19 @ 3:00 P.M. LEXINGTON, KY TIME

The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the Invitation for Bid.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by Kentucky Revised Statutes (KRS) 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
5. That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
6. That I have fully informed myself regarding the accuracy of the statement made above.

**COLLUSION PROHIBITED**

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

**SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS**

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

**CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342**

The contractor, by signing and submitting a bid on this invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

**ALL BIDS ARE TO BE "F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED"**

**THIS AREA MUST BE COMPLETED**

<table>
<thead>
<tr>
<th>DELIVERY AFTER RECEIPT OF ORDER:</th>
<th>NAME OF COMPANY:</th>
<th>PHONE:</th>
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<tbody>
<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>ADDRESS:</td>
<td>FAX:</td>
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<tr>
<td>PAYMENT TERMS:</td>
<td>ADDRESS:</td>
<td>E-MAIL:</td>
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<tr>
<td>SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
<td>WEB ADDRESS:</td>
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<td>DUNS #</td>
<td>SIGNATURE:</td>
<td>DATE:</td>
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**SIGNATURE REQUIRED:** This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder.

Type or print the information requested in the spaces provided.

Revised January 5, 2017
UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky’s General Terms and Conditions.

1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder’s risk.

1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.

1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).

1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.

1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an “addendum” to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder’s response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder’s disqualification.

1.8 Unless otherwise stipulated in a bidder’s response, the bidder’s offer is in strict accordance with the University’s specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder’s risk and the University may determine the bid to be non-responsive.

2 Submission of Bids

2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.

2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.
2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.

2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.

2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 **Specification Requirements**

3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.

3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.

3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.

3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.

3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.

3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.

3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.

3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 **Bid Evaluation and Award**

4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.

4.2 The term “Responsible Bidder” means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to
make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order. The University’s standard payment terms are net 30 days after acceptance.

5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.

5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
SCOPE

This Invitation for Bids is to establish a Price Contract for Lawn Management and Maintenance of On Campus Site Properties and Off Campus site properties, for the University of Kentucky, Lexington, Kentucky. This IFB could be awarded as One Contract based on the two (2) site bids or separated into two (2) contracts.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for one year from date of award with the option to renew five (5) additional years in one year increments upon mutual consent of the University and the successful contractor.

TERMS AND CONDITIONS

The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm apply to this Invitation to Bid. When the Invitation for Bid includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

PRICE CHANGES

Prices will remain firm for the initial period (see contract period) of the price contract. The University or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in the Purchasing Division in writing 30 days prior to the end of the current contract period. Upon approval by the Purchasing Division, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

EXTENDED PRICING

Is the bidder willing to extend pricing to other state universities and University affiliate organizations within the Commonwealth of Kentucky?

YES □ NO □

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidders presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s proposal.

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB’s Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, IFB’s must be received by 3:00 pm Lexington Kentucky time on the date specified on the IFB in order to be considered.

NOTE: Bidders are requested to include a CD with their bid response in addition to the printed hard copy of the bid.
PRE-BID CONFERENCE

A Pre-Bid Conference will be held in Rm 215 Peterson Service Building on April 5, 2019 @ 10:00 AM. Lexington Time. All interested bidders are encouraged to attend.

INSURANCE REQUIREMENTS

The Contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name the University of Kentucky and the directors, officers, trustees and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies.

The Contractor shall not commence, nor allow any Subcontractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements of the bidding process.

Workers' Compensation and Employers' Liability Insurance

The Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least $500,000 limits of liability for all employees who will be working at the Project site. In the event any Work is sublet, the Contractor shall require any Subcontractor to provide proof of this insurance for the Subcontractors' employees, unless such employees are covered by insurance provided by the Contractor.

Public Liability Insurance

The Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. The Insurance Policy must be on an "occurrence" form only, unless approved by the Owner. Contractual liability must be endorsed to include defense costs. Products and completed operations insurance must be carried for two years following completion of the Work. Policies which contain Absolute Pollution Exclusion endorsements are not acceptable. Coverage must include pollution from "hostile fires". Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverages shall be added by endorsement. If the Work involved requires the use of aircraft or helicopters, a separate aviation liability policy with limits of liability of at least $10,000,000 will be required.

The limits of liability shall not be less than $1,000,000 each occurrence combined single limits for bodily injury and property damage

The Contractor shall either:

Require each Subcontractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or,

Insure the activities of such Subcontractors under a blanket form as shown above.

Comprehensive Automobile Liability Insurance

The Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than $1,000,000 for combined single limits for bodily injury and property damage for each occurrence.

Excess Liability Insurance
The Contractor shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form comprehensive general liability insurance, comprehensive automobile liability insurance and employers' liability insurance. This policy shall have a minimum of $3,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies. The excess liability policy shall not contain an absolute pollution exclusion and shall include coverages for pollution that may occur due to hostile fires and vehicle upset and overturn. The limits shall be increased as appropriate to cover any anticipated special exposures.

Completed Operations

The Certificate of Insurance must verify Operations/Completed Operations and Contractual Liability Coverage for the operation performed by the Contractor under this Contract and to include the Indemnification provisions of these specifications as modified by this addition. The Certificate must specify the limits and deductibles applicable for property damage from electrical work, per occurrence and aggregate.

Insurance Agent and Company

Insurance as required in the bidding process of this contract shall be written according to applicable state law Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS:304.1-110.

COMPLIANCE WITH KENTUCKY WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE LAW KRS 45A:480

The successful contractor will be required to assure, by affidavit that all contractor and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

KENTUCKY SALES AND/OR USE TAX

Prime Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

BONDS

If this contract exceeds 40K a bond will require the Contractor to submit a Payment and Performance Bond prior to beginning work.

NON-COMPLETE CLAUSE

The University of Kentucky and the Contractor agree not to hire or solicit for hire any employee of the other for a period of one (1) year after the employee has left employment of either the University or the Contractor unless mutually agreed upon by both parties.

PAYMENT

The contractor will be paid once work has been completed inspected and properly invoiced.

INSPECTION AND ACCEPTANCE

All work shall be inspected by the University project manager and must be acceptable and approved by the project manager prior to payments being authorized.
CONTRACTOR OBLIGATIONS

The contractor shall, in good workmanlike manner, do and perform all work and furnish all equipment and materials necessary to properly perform and complete all work required under this contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of employees and equipment used in connection with this contract and shall work to satisfaction of the University.

CONTRACTOR COMMUNICATION AND WORK EXECUTION

1 All directions to the Contractor shall be from the UK Representative and for this contract that UK Representative is always the University of Kentucky (UK) Physical Plant Division (PPD), Medical Center MCPPD or University designated representatives

2 The Contractor shall keep a competent foreman on this project at all times during its progress. The UK Representative shall review and approve the qualifications of the foreman. The foreman shall not be changed unless the foreman proves to be unsatisfactory to Contractor and/or UK Representative and/or ceases employment with the Contractor. The foreman shall represent the Contractor and all directives given to the foreman shall be as binding as if given to the Contractor.

3 The Contractor shall review the complete set of contract documents to become familiar with work to be performed by others and existing site conditions.

BID #1 On Site Locations

SCOPE OF WORK

This Invitation for bid is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide Lawn Care Management & Maintenance Services for the 8 groups properties located in Lexington, KY. The contractor shall furnish all supervision, personnel, equipment, materials, tools and supplies as required for the landscape and lawn care services herein described.

The lawn areas described in this IFB should present the Campus as a desirable and well maintained place to work or visit. That is the goal of this IFB.

Lawn Care Management & Maintenance Service

The requirements for lawn care management and maintenance are defined under the Requirements of this document. In general, Maintenance issues involve mowing, edging, and weeding.

Responsibilities of Contractor

Supervisor and Employees

The Contractor shall make every effort to maintain the same supervisor in charge of the work on the Campus. Based on previous experience, consistency and continuity in this position is necessary. Employee training and safety awareness are the responsibility of the Contractor or the Contractor’s designated representative. Training issues that involve the scope of work on this Campus include proper use of equipment and proper handling and application of chemicals. The Contractor is solely responsible for certification requirements that might apply to specific chemicals used on the landscape.

All personnel shall be dressed in a manner authorized by the Contractor. Shirts and appropriate protective equipment are required.

Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the Campus upon request of the authorized University representative.

Schedule of Work
The Contractor is required to provide a work schedule identifying the tasks and the frequency of performing the respective tasks.

A master schedule is required as a part of this RFP. Monthly adjustments can be presented to the University representative as needed.

Safety

The Contractor is solely responsible for the training of employees on the use of the required equipment to perform the scope of work and for the use of any chemicals applied to the landscape.

**Lawn Care Management & Maintenance**

The requirements for lawn care management and maintenance on the properties are defined below. Maintenance issues involve mowing, edging, weeding, and care of trees.

**Lawn Care Maintenance Services**

1. **Mowing and Edging:**

   **General Information for All Areas**

   This IFB is based on an average of 28 mowings per year (this may vary due to weather conditions). The Contractor is required to notify the university representative prior to each mowing.

   The mowing height is no less than Three (3) inches.

   A build-up of cut grass on the lawn areas is not allowed.

   Remove trash from the mowing areas. Leaving shredded trash is not allowed.

   Kill and remove any weeds that grow through the cracks in the pavement or concrete in parking lots, drives, and sidewalks.

   The Mowing requirements for each of the properties varies. See attached photos of areas

   - Oldham Court, requirement is mowing, edging and blowing of walks, cleaning of trash in the parking area and maintenance of planting areas on a weekly basis.
   - University Inn, Limestone St, requirement is mowing, edging and blowing of walks.
   - Transcript, Gazette, requirement is mowing, edging and blowing of walks.
   - Press Avenue, P.S. 6, requirement is mowing, edging and blowing of walks.
   - State Street, Conn Terrace, requirement is mowing, edging and blowing of walks.
   - Maxwellton Court, requirement is mowing, edging and blowing of walks.
   - Export St., requirement is mowing, edging and blowing of walks.
   - L.R. Cooke, requirement total care the lawns areas, edging of walks, cleaning of trash in the parking area and maintenance of planting areas on a weekly basis.

**FINANCIAL OFFER SUMMARY FORM**

Bidders are to provide a separate cost structure for the services defined in this RFP. Breakdown the cost as defined below.

**Landscape Management & Maintenance**

As described in, “Responsibilities of Contractor” on a per occurrence basis for each of the areas.

- Oldham Court Properties $___________
- University Inn, Limestone St. $___________
- Transcript, Gazette $___________
- Press Ave., P.S. 6 $___________
• State Street, Conn Terrace $____________
• Maxwelton Court $________________
• Export St. $____________
• L.R. Cooke $____________

**Unit Pricing for Additional Work**

In addition to the above financial offer, Bidder shall submit pricing for additional work requested by the University. Please provide the following:

- Mowing crew of 3 per hour with equipment $______________
- General Labor for 3-man crew per hour with truck to handle materials $______________

**Payment Schedule**

Please provide a payment schedule for Turf Renovation based on progress and milestones with a substantial amount withheld until satisfactorily completing the entire tasks.

Also, provide a payment schedule for Landscape Management & Maintenance based on monthly payments.

**Price Protection**

The price quoted must be firm for the first two years. Please provide a statement regarding price protection and how future rates shall be proposed during the life of this Contract.

1. Will rates be guaranteed for:

   Year 3 Yes____ No____
   Year 4 Yes____ No____
   Year 5 Yes____ No____

2. If rates will not be guaranteed, please state the maximum percent increase per year.

   Year 3 _____%
   Year 4 _____%
   Year 5 _____%

The contract price may be adjusted at the conclusion of year two and each subsequent contract year provided that a 90-day written notice is given to the Purchasing Division. Any adjustments allowed shall be firm for the duration of that one-year period and must be approved by both the Contractor and the University of Kentucky Purchasing Division.

**NOTE:** UNLESS OTHERWISE NOTED THE BID SHALL BE RETURNED IN A SEALED ENVELOPE SHOWING THE BID DUE DATE AND TIME, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE BIDDER ON THE FACE OF THE ENVELOPE.
Oldham Court Properties
University Inn, Limestone St. Properties
Transcript, Gazette
Press Avenue, P.S. 6
State Street, Conn Terrace
Maxwelton Court Properties
Anthropology Research/Movewell 1020 Export St.
L.R. Cooke 162 High St.
Bid #2 Off Campus Locations.

SCOPE OF WORK

This Invitation for bid is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide Lawn Care Management & Maintenance Services for the 6 properties located in Lexington, KY. The contractor shall furnish all supervision, personnel, equipment, materials, tools and supplies as required for the landscape and lawn care services herein described.

The lawn areas described in this IFB should present the Campus as a desirable and well maintained place to work or visit. That is the goal of this IFB.

Lawn Care Management & Maintenance Service

The requirements for lawn care management and maintenance are defined under the Requirements of this document. In general, lawn care management issues include turf building and control of insects. Maintenance issues involve mowing, edging, weeding and care of landscape areas.

Responsibilities of Contractor

Supervisor and Employees

The Contractor shall make every effort to maintain the same supervisor in charge of the work on the Campus. Based on previous experience, consistency and continuity in this position is necessary. Employee training and safety awareness are the responsibility of the Contractor or the Contractor’s designated representative. Training issues that involve the scope of work on this Campus include proper use of equipment and proper handling and application of chemicals. The Contractor is solely responsible for certification requirements that might apply to specific chemicals used on the landscape.

All personnel shall be dressed in a manner authorized by the Contractor. Shirts and appropriate protective equipment are required.

Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the Campus upon request of the authorized University representative.

Schedule of Work

The Contractor is required to provide a work schedule identifying the tasks and the frequency of performing the respective tasks.

A master schedule is required as a part of this IFB. Monthly adjustments can be presented to the University representative as needed.

Safety

The Contractor is solely responsible for the training of employees on the use of the required equipment to perform the scope of work and for the use of any chemicals applied to the landscape.

Lawn Care Management & Maintenance

The requirements for lawn care management and maintenance on the properties are defined below. In general, lawn care management issues include turf-building and control of insects. Maintenance issues involve mowing, edging, weeding, and care of Landscaped areas.

Lawn Care Management – Turf-Building, Fertilization, and Insect Control

The Contractor shall initiate an annual development and control program, including fertilizer, weed and broad leaf grass/crab grass control and insect control. The minimum services expected are:

Soil samples are required annually for each area, with a copy of the finished report submitted to the University representative.
Fertilize each area according to the recommendations of the respective report. Applications should be in September and late January to early February. Apply pre-emergent weed control for crabgrass and broadleaf in the Spring, and post-emergent control for broadleaf in the Fall. Disease and insect control should be monitored weekly with control applications in the Summer.

The interest is to develop a base of turf that resembles a lawn, using the turf at North side Public Library as the standard.

**Lawn Care Maintenance Services**

1. Mowing and Edging:

**General Information for All Areas**

This IFB is based on an average of 28 mowings per year (this may vary due to weather conditions). The Contractor is required to notify the university representative prior to each mowing.

The mowing height is no less than Three (3) inches.

A build-up of cut grass on the lawn areas is not allowed.

Remove trash from the mowing areas. Leaving shredded trash is not allowed. Kill and remove any weeds that grow through the cracks in the pavement or concrete in parking lots, drives, and sidewalks.

The Mowing requirements for each of the properties varies. See attached sheets for photos, drawings and bid information on each property.

- **Spurr Road**, requirement total care the lawns areas, edging of walks, cleaning of trash in the parking area and maintenance of planting areas on a weekly basis.
- **Vaughn Properties**, Versailles Rd., requirement total care the lawns areas, edging of walks, cleaning of trash in the parking area and maintenance of planting areas on a weekly basis.
- **Mt. Horeb Pike, Adena Park**. This property requirement is mowing the lawns and trimming along the fence and around trees.
- **Russell Cave Property** is divided into 3 areas
  - **Lexmark Center Property**, requirement total care the lawns areas, edging of walks, cleaning of trash in the parking area and maintenance of planting areas on a weekly basis.
  - **Environmental Research Foundation (ERF)**. Requirements are mowing and trimming of the area, maintenance in this area may change as to the research being performed during the year. The contractor shall leave areas that contain materials or debris not mowed until research is complete or the owner has the debris removed. The contractor is required to inform the owner of this type of condition. Mowing around the aquatic enclosures and aviaries will be at the instruction of the Department of Biology Personnel.
  - **Research Fields**, a twelve (12) foot mowed strip is to be maintained around the fields and plots. During most of the season a biweekly schedule is needed, addition mowing may be requested.

**FINANCIAL OFFER SUMMARY FORM**

Bidders are to provide a separate cost structure for the services defined in this RFP. Breakdown the cost as defined below.

**Base Bid Pricing for Landscape Management & Maintenance**

As described in, “Responsibilities of Contractor” on a per occurrence basis for each of the areas.
WRFL Radio    2640  Spurr Road

**Base pricing**
- Mowing trim and edge all turf areas of property weekly.
- Blow and clear debris from hard surfaces weekly
- Maintain planting areas, free of weeds weekly.

**Optional pricing**
- Proposal for a fertilizer program with breakdown of applications and cost for each.
- Proposal for a Weed control program with a breakdown of applications and cost for each.
- Spring cleanup of property. (Blowing of parking areas, patios, Cutback of perennials and grasses)
- Pruning of landscape plants at the proper time.
- Mulching of Beds areas and tree rings
- Leaf removal minimum of 2 visit in the fall.

**Unit prices**
- Fertilizer program with breakdown of applications and each cost $__________
- Weed Control program with breakdown of application for each cost $__________
- Spring cleanup $__________
- Pruning of landscape at proper time $__________
- Mulching of Beds areas and tree rings $__________
- Leaf removal of 2 visits in the fall $__________
Vaughn Warehouse Property, 1247 Versailles Road, 558 & 554 S. Forbes

Base pricing
- Mowing trim and edge all turf areas of property weekly.
- Blow and clear debris from hard surfaces weekly
- Maintain planting areas, free of weeds weekly.

Optional pricing
- Proposal for a fertilizer program with breakdown of applications and cost for each.
- Proposal for a Weed control program with a breakdown of applications and cost for each.
- Spring cleanup of property. (Blowing of parking areas, patios, Cutback of perennials and grasses)
- Pruning of landscape plants at the proper time.
- Mulching of Beds areas and tree rings
- Leaf removal minimum of 2 visit in the fall.

Unit prices
- Fertilizer program with breakdown of applications and each cost $____________
- Weed Control program with breakdown of application for each cost $____________
- Spring cleanup $____________
- Pruning of landscape at proper time $____________
- Mulching of Beds areas and tree rings $____________
- Leaf removal of 2 visits in the fall $____________
Adena Park  4470 Mt Horeb Pike.

Base pricing
- Mowing of property weekly.
- Trimming along the inside of the fence line

Optional pricing
- Proposal for a fertilizer program with breakdown of applications and cost for each
- Proposal for a Weed control program with a breakdown of applications and cost for each
  - Unit prices
  - Fertilizer program with breakdown of applications and each cost $_______________
  - Weed Control program with breakdown of application for each cost $_______________
Lexmark Building 1737 Russel Cave Road

**Base pricing**
- Mowing trim and edge all turf areas of property weekly.
- Blow and clear debris from hard surfaces weekly
- Maintain planting areas, free of weeds weekly.

**Optional pricing**
- Proposal for a fertilizer program with breakdown of applications and cost for each.
- Proposal for a Weed control program with a breakdown of applications and cost for each.
- Spring cleanup of property. (Blowing of parking areas, patios, Cutback of perennials and grasses)
- Pruning of landscape plants at the proper time.
- Mulching of Beds areas and tree rings
- Leaf removal minimum of 2 visit in the fall.

- Unit prices
- Fertilizer program with breakdown of applications and each cost $________________
- Weed Control program with breakdown of application for each cost $________________
- Spring cleanup $________________
- Pruning of landscape at proper time $________________
- Mulching of Beds areas and tree rings $____________
- Leaf removal of 2 visits in the fall $____________

Russel Cave Property which include the Lexmark building, Environmental Research Foundation, and the Research Fields for the purpose of this proposal.

Environmental Research Foundation

Base pricing $___________
- Mowing areas of property shown on the map weekly.
- Trimming along the inside of the fence lines, buildings and research ponds
Research Fields

Base price $____________

- Mowing areas of property shown on the map biweekly, maintaining a twelve foot wide path around each of the fields (approximately 13,000ft).

- Trimming along the inside and outside of the property fence line, maintaining a five (5) foot buffer on the outside of the fence (approximately 4,000ft).

Unit Pricing for Additional Work (Complete attached work sheets)

In addition to the above financial offer, Bidder shall submit pricing for additional work requested by the University. Please provide the following:

Mowing Crew of 3 per hour with equipment $_______________

General Labor for 3 man crew per hour with Truck to handle materials $_______________

Payment Schedule

Please provide a payment schedule for Turf Renovation based on progress and milestones with a substantial amount withheld until satisfactorily completing the entire tasks.

Also, provide a payment schedule for Landscape Management & Maintenance based on monthly payments.

Price Protection

The price quoted must be firm for the first two years. Please provide a statement regarding price protection and how future rates shall be proposed during the life of this Contract.

3. Will rates be guaranteed for:

Year 3 Yes____ No____
Year 4 Yes____ No____
Year 5 Yes____ No____
4. If rates will not be guaranteed, please state the maximum percent increase per year.

Year 3  ______%
Year 4  ______%
Year 5  ______%

The contract price may be adjusted at the conclusion of year two and each subsequent contract year provided that a 90-day written notice is given to the Purchasing Division. Any adjustments allowed shall be firm for the duration of that one-year period and must be approved by both the Contractor and the University of Kentucky Purchasing Division.