

CITY OF FORT MITCHELL

SPECIFICATIONS & BID FORMS

FOR

LANDSCAPE MAINTENANCE

3/01/24 TO 12/31/25

City of Fort Mitchell, KY
Bid Documents

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INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person legally authorized to bind the corporation.
2. Bids must be received prior to **10:00 a.m. on MARCH 18, 2024** as designated in the invitation. Late Bids received will be returned unopened to the bidder.
3. Envelopes should be sealed when submitted and properly noted with title of bid, date and time deadline. 2024 LANDSCAPE MAINTENANCE BID.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
6. Bids are to be mailed to or delivered to the Office of the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017.
7. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

- End of Section -

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GENERAL CONDITIONS

1. The City of Fort Mitchell reserves the right to reject any and all bids, and unless otherwise specified by the bidder, to accept any item or group of items in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. The City of Fort Mitchell's payment terms are payment will be made monthly for work completed in prior month upon receiving an invoice from the contractor for the areas cut as outlined on the Bid Form.
3. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices shall be stated in units of quantities specified.
5. Whenever a reference is made in the specifications or in describing the materials, supplies or services required; or a particular trade name; manufacturer's catalog; or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
6. The bidder, if awarded an order or contract; agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
7. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
8. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
9. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.

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10. Bidder is required to obtain a City of Fort Mitchell Occupational License within ten days of contract award
11. All federal, state, and local law requirements must be followed.
12. Prior to a contract being awarded to the lowest and best responsible and responsive bidder whose bid meets specifications, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

Bids will be evaluated and awarded on the following basis (*as marked*):

Lowest and Best Bid; or

Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.

“Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

13. Special Conditions, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
14. The Description of Requirements and Specifications (technical specifications) for the procurement are enclosed herewith.

- End of Section

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- SPECIAL CONDITIONS

The City of Fort Mitchell is soliciting sealed bids for LANDSCAPE MAINTENANCE services for the City Building at 2355 Dixie Highway, Fort Mitchell, Kentucky.

BID PROCEDURE

- The bid shall be submitted with prices for each item listed.
- Contact Nick Tewes, Public Works Director, to ask any questions or to set up a site visit.
- Read and understand all of the technical specifications (call if clarification is needed).
- Furnish three (3) references as specified.
- Read, completely fill out, sign and return the City of Fort Mitchell's Bid Pricing Sheet.

Return all requested information to the City Clerk's Office by the Date and Time indicated.

REFERENCES

Three (3) references shall be included with the bid. These references must be from facilities that are currently being serviced or have been serviced by the bidder and are office complexes of the approximate size of the one for which this contract is for. They are to include

- Facility, including the address
 - Contact Person
 - Contact Person's telephone number
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GENERAL PROVISIONS

The LANDSCAPE MAINTENANCE contractor shall be required to provide names and social security numbers of all service personnel so that a security clearance can be obtained by the Fort Mitchell Police Department. The City shall be notified any time there is a change in personnel. The contractor shall provide names and social security numbers of the replacement personnel for security clearance at least three working days prior to their placement in the City building. The City reserves the right to accept or reject personnel should a security check be unfavorable.

The successful bidder shall furnish the City with a direct contact person who is expected to supervise and train their employees. The City also requires that the contractor abide by all applicable laws and regulations.

Each bidder is urged to read the entire set of documents thoroughly and be prepared to comply with all provisions contained herein. The City of Fort Mitchell and its personnel will work with each potential Bidder individually or as a group, on any question(s) that may arise. Each Bidder shall contact Nick Tewes, Public Works Director, at (859) 331-1212, with any questions.

The City expects the successful bidder to respond immediately to correct any deficiencies and to respond immediately to any and all correspondence from the City. The successful vendor shall have five (5) working days to correct any deficiencies. If vendor fails to correct the deficiencies within the five (5) day period, the City shall have the right to cancel this contract.

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INSURANCE REQUIREMENTS

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Ft. Mitchell must be named as an Additional Insured; the certificate shall specify that the coverage afforded is primary and Non-contributory with respect to any other coverage available to the City of Ft. Mitchell.*** If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. Professional Liability / Errors or Omissions coverage in the amount of \$1,000,000 per occurrence if your services are professional in nature (legal, architectural, etc.).

If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Ft. Mitchell deems applicable, you must also provide the following:

1. Commercial Umbrella Liability policy with a minimum limit of \$1,000,000.

If your services include the sale of alcohol, you must also provide the following (in addition to above requirements):

1. Liquor liability coverage with a minimum limit of \$1,000,000.

Any and all liability coverage shall name the City of Ft. Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.

CONTRACT DURATION

The successful bidder shall be awarded a contract for a two (2) year period beginning March 01, 2024 or as soon as possible thereafter, and ending December 31, 2025. This contract may be renewed for an additional one-year period upon mutual agreement of both parties. **If this contract is renewed, all provisions of the original contract shall apply.**

Any contractor who is awarded a contract pursuant to this advertisement and specifications shall not be in financial arrears to the City of Fort Mitchell for any reason during the first or any subsequent contract. Failure to honor this specific provision shall be the basis for immediate contract cancellation.

- End of Section -

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Addendum # received _____

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The 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 bid, designed to limit independent bidding or competition, and (2) The contents of the bid 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, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

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REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER
STATUS

The bidder or offeror 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 City of Fort Mitchell 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: _____

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The intent of these specifications is to describe what is expected of a LANDSCAPE MAINTENANCE contractor to accomplish a successful LANDSCAPE MAINTENANCE program for the City of Fort Mitchell.

Specifications for Landscape Bed Maintenance

The City is soliciting bids for Landscape bed maintenance for all City Property listed in these specifications. The work shall include the trimming and pruning bushes, reestablishment of proper edge to mulch beds, placement of mulch around tree pockets and landscaped areas, pre-emergent treatments of landscaped areas, vegetation control, removal of any limbs, branches, and miscellaneous trash and debris to your disposal site. The contractor will be expected to recommend plantings and removal of overgrown or dying plants and trees as needed.

Monthly treatment of Landscape beds shall include removal of all weeds and chemical treatment of the beds to prevent further weed growth. Care should be taken to avoid damaging the intended plants while treating the unwanted weeds. Monthly treatment shall also include applying fertilizer to all areas along Dixie Highway and Iris Road.

Horticultural education or commensurate experience in landscape design and installation is preferred. Having a certified arborist on staff is preferred but not required. It is preferred to have the arborist on site for all tree trimming work. Bidders should include copies of all licenses or other qualifications with their bid.

The bidder, for a period beginning March 01, 2024 and terminating on December 31, 2025 with an option for a third year, agrees to furnish and provide all necessary labor and equipment for maintaining all areas set forth in these specifications. The bidder shall notify the City of Fort Mitchell within 45 days of the expiration date of the base contract or of a renewal if it does not plan on accepting the renewal option.

The bidder shall begin maintaining landscaping as is described herein.

Work shall be done Monday through Thursday between the hours of 7:00 A.M. and 6:30 P.M. unless otherwise permitted by the Director of Public Works. No work shall be performed on Sundays and Holidays.

Contractor's employees must display a clean appearance with proper work uniform and dress code at all times while working on any city property. High visibility shirts must be worn at all times.

Payment will be made monthly for work completed in prior month upon receiving an invoice from the

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contractor for the areas cut as outlined on the Bid Form.

The pictures on the following pages show the landscape areas that correspond to the streets listed on the bid form. The bidder shall provide a per item cost for each of the landscape maintenance areas on the attached bid form. Bidder shall be responsible for identifying and verifying all landscape bed locations.

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**SITE LOCATIONS FOR
LANDSCAPE MAINTENANCE AREAS**