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# REQUEST FOR PROPOSAL (RFP)

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## **LANDSCAPING & GROUNDS MAINTENANCE SERVICES RFP No. 2020-FC009**

Prepared by:  
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<https://www.kilgore.edu/about/offices/procurement-services>

## REQUEST FOR PROPOSAL

Kilgore College (“College,” “KC”) is seeking proposals from qualified firms for College wide Landscaping and Grounds Maintenance Services.

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE	DATE
Posted/Published	January 17, 2020
Open for proposals	January 27, 2020
Pre-Proposal meeting/tour	February 18, 2020 9:00 am
Questions Deadline	March 6, 2020 3:00 pm
Close to Proposals	March 19, 2020 3:00 pm
Contract Awarded	April 14, 2020
Contract Start Date	September 1, 2020

### On-Site Proposal Meeting/Tour

There will be a Pre-Proposal Meeting/Tour to meet with Kilgore College Facilities Manager for a question and answer session and tour of the Campuses. This is not a mandatory meeting, but attendance is highly encouraged.

**Kilgore, TX: Date:** Tuesday, February 18, 2020

**Time:** 9:00 am (Kilgore) 1pm (Longview)

**Meet at Location(s):**

Kilgore Campus – East Texas Oil Museum - 1301 S. Henderson Kilgore, TX 75662

Longview Campus – Hendrix Building – 300 S. High St, Longview, TX 75601 (front entrance)

**Questions concerning this proposal will be entertained at the pre-proposal meeting. Please come prepared.**

Email [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu) with the name(s) of those who will be attending so spots can be reserved. Please print a copy of the RFP and bring it with you, as no additional copies will be provided at the meeting. Vendors are responsible for their own transportation.

Answers to Questions at the Pre-Proposal meeting will be available to all Proposers on the KC Procurement Services website: <https://www.kilgore.edu/about/offices/procurement-services>.

**Accommodations for People with Disabilities.** If the vendor or any of the vendors employees participating in the RFP need, or have questions about the College’s accommodations for people with disabilities, please make arrangements with the Procurement Services Manager, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

KC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.

## SECTION 1 PROJECT SUMMARY/GENERAL OVERVIEW

### **PROJECT SUMMARY**

Kilgore College through this Request for Proposal (“RFP”) is seeking proposals for ***Landscaping & Grounds Maintenance Services***. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

Services are required College-wide. This includes but is not limited to the Kilgore, TX Campus and off campus locations, Longview, TX campuses and off campus locations, as well as the Spear Facility located outside Kilgore, TX.

### **TERM OF CONTRACT**

Under the initial terms of the RFP, Kilgore College intends to let vendor contract for a three-year period beginning September 1, 2020 and ending August 31, 2023. If such a contract is let, the College reserves the right to renew the agreement for two (2) additional one-year terms contingent upon the vendor and Kilgore College mutually agreeing on the terms of said extensions(s). Further, KC reserves the right to extend the contract term on a month to month basis, not to exceed six (6) months upon the expirations of the initial term and any successive renewal term. College reserves the right to award separate contracts to multiple bidders.

If longer-term contracts will provide Kilgore College and its student’s higher service, greater value or other significant benefits, the proposer is encouraged to include and detail such as options to be considered.

### **GENERAL OVERVIEW**

Proposals will be received **no later than March 19, 2020 at 3:00pm in the Whitten ATC Building, Procurement Services Department**. Vendors are instructed that a formal opening will not occur. The name of the vendors will be read into record at that time and the proposals will not be opened. There will be no additional information given at this time. The College will negotiate with qualified vendors concerning the proposals submitted. All late proposals will be rejected and returned to the submitting vendor unopened.

For the purpose and clarity of this document only, the word(s) “COLLEGE” and “KC” will herein mean Kilgore College, of Kilgore, Texas. In addition, for the purpose and clarity of the document, the word “VENDOR” will herein mean any reliable and interested broker, vendor, supplier, and contractor who wants to submit a proposal for this contract. Within this document, the terms “Bidder”, “Contractor”, “Proposer” or “Vendor” is the same as the “Vendor”. The terms “Bid” and “Proposal” are one and the same.

### **THOROUGH STUDY AND INVESTIGATION**

The Proposer must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and drawings if applicable, and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;
- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
- d. All circumstances and conditions affecting the work or its cost.
- e. The Proposer’s proposal must include any and all expenses that may incur in order to complete the work stipulated under the proposed contract.

Any failure of the Contractor acquainting themselves with all the available information concerning the above, shall not be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work.

Contact Betsy Hansard, Procurement Services Manager, [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu) and Jeff Williams, Facilities Director, [jewilliams@kilgore.edu](mailto:jewilliams@kilgore.edu) , in order to arrange and coordinate for campus site visits.

## SECTION 2 SCOPE OF SERVICES

### 1. Scope

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for Campuses. Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

- a) Maintenance of turf and groundcover areas, mowing and edging
- b) Removal of litter and debris from turf, planter beds, fence lines and street curbs
- c) Pruning of trees and shrubs
- d) Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians
- e) Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure)
- f) Replacement of plant material
- g) Other work as defined in the attached schedule

### 2. Pre-Existing/Deficiency List

At the start of the Contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers, and any related ground keeping repairs for pre-existing conditions for all locations in each service area, and in accordance with the Scope of Services incorporated herein. Within ninety- (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. College Facilities Director and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety- (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by College. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

### 3. General Landscape

The Contractor shall:

- a. Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
- b. Not post signs or advertising material anywhere on KC premises or improvements thereon without prior written approval from the Colleges authorized representative.
- c. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- d. Collaborate with the Pest Control Contractor to guarantee coordination with pest management services.
- e. Perform grass mowing, edging, trash & debris removal and power blowing of lawn areas.
- f. Maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers and lawn area.
- g. Ensure that each facility site is free of debris, weeds, insect infestation.
- h. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- i. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the Facilities Director and provide a revised mowing schedule to the Facilities Director for approval prior to implementing the schedule change.
- j. Inspect existing irrigations systems at all locations by a licensed irrigator and provide the following:
  - Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to Facilities Director.
  - The Contractor shall be required to make-up missed scheduled cycled maintenance due to foul weather conditions.
  - For special events and activities, the College representative may request additional landscape maintenance items or request a change/modification to the schedule.

- k. Make adjustments and setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
- l. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at Contractor's expense.
- m. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to College on a monthly basis.
- n. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by KC prior to work.
- o. Respond to all emergencies within 2-4 hours of notification within specified hours and days of operation.
- p. Establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.
- q. Perform all work in a professional skillful manner using quality equipment and materials.
- r. Have a full time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- s. Secure any gated or doored areas that require landscaping services after services are completed.

KC shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

The College reserves the right to add, delete, and or change Scope of Services of this contract, and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

All material and design of landscaping services shall be in accordance with Kilgore College guidelines.

#### **4. Damages**

- a. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at the College's discretion, and at the Contractor's expense.
- b. All such repairs or replacements shall be completed within the following time limits:
- c. Irrigation damage shall be repaired or replaced within 1-2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
- d. All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.
- e. All repairs or replacements shall be completed in accordance with the following maintenance practices:
  - Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from impact of mowing equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the College.
  - Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the College.
  - Chemicals - All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support future plant life.

#### **5. Safety Plan**

- a. Contractor is to submit a written safety plan to the attention of the Colleges Facilities Director prior to commencement of work under this contract.
- b. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all person, including Contractor's employees, Students, Faculty, agents of College, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- c. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The College shall be notified

immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to; filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. Contractor shall cooperate fully with the College in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contractor is to notify the College immediately, and file a written report to the College within three (3) working days.

- d. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

## 6. Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and Contractor does not reschedule the service, or inform the College of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the College contact on that day to advise them accordingly.

## 7. Maintenance Schedules

- a. Contractor shall adhere to maintenance schedule.
- b. Contractor shall contact the College key personnel described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The College will provide list of key personnel and contact information.
- c. The Contractor **MUST** notify the College's authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all "specialty type" maintenance operations. "Specialty Type" maintenance operations are defined as:
  - fertilization and aeration
  - turf removal, addition and reseeding
  - micro-nutrients/soil amendments
  - spraying of trees, shrubs or turf
  - aesthetic tree pruning
  - planting bed removals and/or additions
  - other items as determined by the College

## 8. Staffing / Managerial

- a. There will be no subcontractors working on the College grounds and facilities without the express prior written consent of the Colleges' Facilities Director.
- b. The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the College's landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to College Facilities Director for ongoing maintenance of Kilgore College properties throughout the term of the contract.
- c. The Contractor must provide a competent, English speaking crew leader for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of Contractor in any matter pertaining to the performance of this contract. Contractor shall furnish the names of all such crew leaders to the College prior to the commencement of this contract and further advise of any changes.
- d. If in the opinion of the College, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on College property, that employee shall be removed from all work under this contract.
- e. The College may at any time give Contractor notice to the effect that the conduct or action of a designated employee or Contractor is, in the reasonable exercise of discretion of the College, deemed to be detrimental to the interest of the students, faculty, staff and the public patronizing the premises. Following the College notice, the Contractor shall, at KC's discretion may take any of the following actions as listed below.
  - Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other College facility contracted for and maintained.
  - The Contractor shall meet with the College to consider the appropriate course of action with respect to

such matter and Contractor shall take reasonable measures under the circumstances to assure the Colleges authorized representative that the conduct and action of Contractor's employees will not be detrimental to the interest of the students, faculty, staff and public patronizing the premises.

- f. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
- g. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor's staff.
- h. The Contractor nor any of its employees shall interfere with the public use of the premises, and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
- i. The College Facilities Director shall make quarterly inspections with Contractor at each site to review work performed. Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. Contractor shall furnish an itemized statement of work performed on all invoices.

## **9. Planting, Planter Boxes and Bed Care**

- a. The Contractor shall be required to provide the plant materials, soils, soil amendments, and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
- b. Any exterior plant container planters shall be serviced throughout all service areas.
- c. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the authorized College representative.
- d. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
- e. All trimmings and debris, etc. shall be removed by the contractor and disposed of offsite.
- f. Contractor will be required to plant bedding materials such as flowers and shrubs as needed, and in accordance with College's requests. Pricing shall be proposal on a case-by-case basis unless the plants are under warranty.
- g. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all scrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The College authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

## **10. Ground Cover**

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought, and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

- Replace dead or diseased plants;
- Soil samples taken two (2) times a year;
- Fertilize two (2) times per year, in February and October based upon soil sample recommendations;
- Apply winter rye seed once a year in October at the rate of 10lbs per 1000 sq. ft.;
- Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings;
- Trim top growth to achieve an overall even appearance. Keep free of weeds and debris;
- Maintain ground cover free of pests such as snails, slugs, etc.;
- Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls; and
- Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary if severe leaf drop occurs.

## **11. Tree, Shrub and Hedges Care**

The Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by KC (refer to Exhibit A & B below for frequency and recommended plant selection). Contractor will provide a licensed Arborist with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. Contractor will provide the following:

- a. Tree and shrub watering and irrigation system. Maintain basins where provided around trees and shrubs. Open basins during winter rains to prevent accumulation of excess water.
- b. Seasonal Color:
  - Change seasonal colors two (2) times per year in the months of March and September. Design concepts and plant selections shall be approved by KC Facilities Director
  - Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections but different selections for each container.
- c. Trim all trees that are within 20 ft. in height and 10 inches in diameter at the base, *once a year, late November, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
- d. Maintain trees:  
 Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.
  - All cuts shall be sufficiently close, flush if possible, to the parent stem. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
  - Limbs are to be lowered to the ground using a method, which prevents damage to remaining limbs.
  - Climbing spurs shall not be used.
  - Contractor will provide Hazard and Security pruning as needed.
  - Remove all new growth on trees up to the appropriate height clearances.
  - Remove all dead, diseased and unsightly branches, and dead trees. Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be proposal on a case-by-case basis.
  - The Contractor shall remove trimmings and all cuttings and debris from the site.
  - All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to College's authorized representative.
  - All trees shall be trimmed prior to budding each year in accordance with directions given by the authorized College representative for the facility.
- e. Pruning:  
 Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the College building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by Facilities Director. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in the March to thin out heads and shape as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one-inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- Prune Nandinas in late winter so as not to cut off next year berries. Initially prune to the ground about a quarter of the stems randomly through the plant. Then prune a quarter of the remaining stems at 1/3 the height of the plant. Next prune one quarter of the stems 2/3 of the height of the plant. Leave final quarter of the stems uncut.
- Prune Photinia, Viburnums heavily in March, light prune, and shape monthly thereafter.
- Trim trees to keep them from touching any building.



f. Weeding – Every Visit:

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer's recommendations.
- Cultivate as necessary for aeration.
- Weed ground cover areas, cracks, crevices and all mulch beds.
- Weed perimeter of Bldgs. and any fence lines and structures.

g. Staking and Guying:

Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.

- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
- Replace missing or damaged stakes when the tree diameter is less than three inches within 5 days.
- Contractor must stake trees that are not straight and upright and/or require additional support.
- Contractor must stake new trees or recently planted trees not previously staked.
- Tree stakes (at least three per tree) shall not be less than 6 feet in length for five and eight gallon trees.
- Guide wires where required and plant ties are to be pliable, zinc-coated ten-gauge wire.
- Coated wire or hose sections must be used where metal guide wire contacts tree.
- Stakes cannot be closer than 8 inches from trunk.
- Damaged or uprooted trees shall, at the discretion of the College, be staked and tied within 72 hours.

Removal of tree stakes and guide wires will be at Contractor's cost and will be determined by the Contractor and the authorized College representative.

h. Plant Replacements:

With the prior written approval of the College Facilities Director to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.

i. Mulching:

Contractor shall remove the top layer 2 inches of old mulch and install two (2) inch depth of composite shredded bark mulch two (2) times per year in the months of March and November, at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch areas once a month.

j. Fertilizing:

- Fertilize Gardenias after flowering.
- Fertilize shrubs and ground cover areas. Trees shall be fertilized per standard perforation method dependent upon certified Arborist recommendations.

k. Tree Saucers:

- Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
- Remove top layer mulch; apply mulch to maintain a depth that shall be two (2) inches.

l. Tree Replacement and Additions:

- With the prior approval of the College Facilities Director, remove dead and damaged trees.
- Supply and plant trees to replace or add new trees with the prior approval of Facilities Director
- Remove all dead, diseased and unsightly branches, and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines.
- All groundcover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- Trimmings, etc. will be removed by the Contractor and disposed of offsite.

## 12. Lawn Care

Kilgore College is specific and stresses the importance of lawn maintenance quality at all of the College campuses and properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the College as a higher education institution. The appearance and the professionalism of lawn maintenance affect employees, students, clients, and Kilgore College partners by creating a first impression. The Contractor and the Kilgore College Facilities Director are responsible for weekly review and quality control of lawn maintenance.

### a. Mowing:

- 1) Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit A).
- 2) Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds or storm drains.
- 3) Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
- 4) Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
- 5) Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
- 6) Remove all turf and edge clippings each time.
- 7) For periods of cool weather, mow lawn at one and one-half (1 & 1/2) inches.
- 8) For periods of hot weather, mow lawn at two (2) inches from the soil.
- 9) Do not scalp the lawn or cut more than half the existing top-growth in one morning. Remove or catch the clippings immediately.
- 10) Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.
- 11) Mow newly seeded turf in accordance with Exhibit A Maintenance Schedule

### b. Edging / Detailing / Weed Control:

- 1) All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
- 2) When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds, and grass invasion.
- 3) All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.
- 4) The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
- 5) All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.
- 6) Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
- 7) Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
- 8) Mechanical edging of turf shall be performed at each site at same frequency as mowing.
- 9) Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
- 10) Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A four (4) inch barrier width shall be considered normal.
- 11) Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
- 12) Walkways and planter beds shall be cleaned immediately following each mechanical edging, all excessive cuttings and debris shall be removed from the site by the contractor.

### c. Fertilizing:

- 1) Fertilize lawn three (3) times per year in March, June and December. Use a fertilizer based on soil samples.
- 2) Apply Winter Rye each October per year to provide ground cover during the winter season.
- 3) Weeds include; hand pull weeds during every visit such as, Johnson Grass, Nut Grass and Poison Ivy.
- 4) Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.

- 5) With the prior approval of the Facilities Director, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
  - 6) Spray weeds in paving cracks two (2) times per month (every other week)
  - 7) Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials include; along fence line and adjacent walls.
- d. Watering:
- 1) Use irrigation system for watering where available.
  - 2) Water schedule based upon evapotranspiration conditions.
- e. Mulching:
- Contractor shall install medium shredded hard wood/brown mulch twice (2) per year in the month of March and November at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk.
- f. Raking / Sweeping / Blowing:
- Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

Frequency:

- Ground cover/planter beds- at each visit
  - Turf, under trees- as needed
  - Sweeping/ blowing of concrete areas and walkways, as well as patios and decks, etc., once per visit.
- g. Irrigation System Repairs and Maintenance:
- The Contractor is responsible for cleaning, maintaining, installing, operating, and repairing irrigation systems at College facilities. The Contractor shall provide a **licensed irrigator** to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the Facilities Director detailing health of the existing systems.

To the best of the College's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of contractor personnel will be addressed with Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the College.

Irrigation Systems: Refers to all lines and equipment associated with irrigation of system.

Lines: Refers to irrigation line beginning from the City/County main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system flushed clear and system working properly on a monthly basis.

- 1) Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
- 2) Test and certify pressure vacuum breaker on a monthly basis.
- 3) Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
- 4) Automatic irrigation system controllers shall be set to water during the hours between 10:00pm and 6:00am.
- 5) Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.

- 6) The Contractor shall respond to calls from Kilgore College for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. College personnel will make the determination as to whether or not the matter is deemed to be an emergency.
- 7) The Contractor shall work in collaboration with College staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.
- 8) Winter temperatures in Texas are unpredictable therefore the contractor is expected to coordinate the preparation for icy and freezing conditions, with the Facilities Director, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

h. Insect and Disease Control:

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of College Facilities Director. Proper chemicals approved by the Facilities Director shall be applied as soon as possible to correct the infestation.

*Note: Weed killers and other chemicals shall be applied during low foot traffic hours.*

i. Trees:

- 1) Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
- 2) Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

j. Herbicide:

Distribute approved herbicides agreed upon by Contractor and Facilities Director based upon environmental conditions and needs.

k. Turf Areas:

- 1) Monitor weekly all turf areas for insect and disease infestation.
- 2) Treat fire ant infestation routinely.
- 3) Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the Facilities Director.

l. Clean Up and Waste Disposal:

- 1) The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations. The Contractor must have prior written approval by the Facilities Director to dispose of Contractor generated waste materials on College property.
- 2) Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
- 3) Remove branches and other debris from planting areas on a weekly basis.
- 4) Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by- products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of walkway and around buildings.
- 5) Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.

m. Equipment Utilization – Mowers:

- 1) Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
- 2) Use riding mowers with bag attachment for maintenance of extensive lawn areas.
- 3) Mulching mowers are prohibited without the prior approval of the Facilities Director.
- 4) Use rigid or flexible steel blade edger is to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
- 5) Use only monofilament trimmers.
- 6) Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
- 7) Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to remove diseased limbs.

- 8) Water container plants that do not have irrigation system. Water hose connected to facility hose bibs is not available for watering plant materials.

n. Stakes and Guys:

The Contractor shall use the following stakes and guys materials to provide project services:

- 1) Tree Stakes: Seven (7) ft. long, steel T-post weighing 1.33 pounds per foot.
- 2) Paint for Stakes: Pittsburgh Ash Grove Gray No. 542-4 or equal.
- 3) Ties: Black rubber 3/4 inch hose with 3/16 inch wall thickness.
- 4) Tree Guying Material: 12 gauge galvanized annealed wire.

o. Guying Material:

- 1) Deadmen: locust, catalpa, cedar or redwood, 3/4 Inch x 4 inch galvanized eyebolt centered and secured on side, or equal
- 2) Ground Screw Anchors: "Ground Gripper" or approved equal.
- 3) Universal Ground Anchor and Cables Assembly by Laconia or equal.
- 4) Guying Cable: 1 x 19 air cord, size as specified or equal.
- 5) Turnbuckles: Galvanized and dip-painted, size as specified or equal
- 6) Cable Clamps: Galvanized or copper, size as required or equal.
- 7) Plastic Guy Covers: 3/8 inch diameter x 3 ft. long white plastic tubing or equal.

p. Chemicals:

- 1) At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied to the Facilities Director. At the start of each season and any time during the season, Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the Facilities Director.
- 2) The Texas Right to Know Law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
- 3) The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.
- 4) The Contractor assumes all liability either for damage or for injury or both resulting from accident or misuse of either these products, equipment or both.
- 5) Kilgore College retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that College deems to be undesirable for any reason.
- 6) Pesticides used in this contract shall not require a license nor be restricted for use under Texas or Federal law.
- 7) Pesticides used in this contract shall not carry any State or Federal restrictions.
- 8) Any products that leave an undesirable residue or odor shall not be used.
- 9) If a licensed pesticide is needed, application must be by a licensed applicator.

q. Chemical Application:

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch is encouraged but must be aesthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Proposal must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency, and volume of use in accordance with the performance of the Scope of Services. Successful Contractor must supply SDS Sheets for all supplies used prior to application, and may not use them in the performance of the contract without express written authorization of College's authorized representative.

Contractor must utilize a long lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Texas Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names, and weather conditions at the time of applications and shall be retained for a minimum of three years.

SDS sheets with dangers explained must be sent to College two weeks prior to use if chemicals require special permits. Contractor must provide a list of alternative chemicals, if any, prior to the application.

r. Athletic Fields:

The Contractor shall provide an Athletic Field Groundskeeper/Turf Manager with recordable experience.

- 1) Required maintenance of any synthetic fields.
- 2) Softball Field Requirements/expectations (to include but limited to):
- 3) Provide equipment to support maintenance of fields
- 4) Mow every other day with catcher
- 5) Weed-eat
- 6) Reseeding with rye grass
- 7) Verticut grass
- 8) Fertilizing
- 9) Edge infield
- 10) Mow and maintain grass outside field around perimeter
- 11) Rake leaves on field
- 12) Set and monitor watering schedule for field with input from coaches
- 13) Blow out dugouts after games
- 14) Blow field on game days after tarp is removed for rain events.
- 15) Leveling every 2 weeks
- 16) Water with sprinklers on game day 45 minutes before 1st pitch for 5-7 minutes
- 17) Chalk/paint lines for games, paint bases (based on NCAA regulations for lining compliance)
- 18) Double headers, drag infield and re-chalk between games
- 19) Put out bases.
- 20) Maintain transition between grass and infield
- 21) Drag infield before game

s. Reporting and Meetings:

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the College Facilities Director. The Contractor shall be required to communicate weekly to the College Facilities Director regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

- 1) Pre-Existing Conditions Report within ninety (90) days of contract execution.
- 2) Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
- 3) Test and certify all Back-Flow Assemblies (preventers) per local code and provide a copy of certification

- to the Facilities Director for each College property within ninety (90) days of contract execution.
- 4) Immediately upon service completion, meet with the College Campus Representative to inspect the service performance. The College Representative will complete and sign the work ticket. Contractor will submit the work ticket to the Facilities Director on a monthly basis
- 5) Annual Fertilizer Schedule for each facility and by season.
- 6) Schedule and timeline for tasks specified in Exhibit A - Facility Maintenance Frequency Schedule a month in advance to the Facilities Director so College personnel can be present as necessary.
- 7) Weekly Maintenance Operations Report for each facility.
- 8) Monthly mowing schedule for each facility.
- 9) Monthly Contractor recommendation report based on ongoing service assessment for Facilities Director to review and make a determination.
- 10) Damage report submitted immediately upon incident to the Facilities Director and punch list identified and implemented.
- 11) The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by Facilities Director.

t. Contractor Performance:

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing College services.

- 1) The Contractor shall provide all employees with the same uniform clearly identifying the company and vehicle shall have the company name/logo listed.
- 2) The Contractor shall stage their work from locations on the College site out of the way of the mainstream users to minimize interruption of College activities.

u. Neglect, Vandalism and Property Damage:

- 1) Turf or plants that are damaged or killed due to Contractor's operations, negligence or chemicals or by any other means shall be replace at the Contractor's expense.
- 2) Kilgore College will repair any damaged property (that is not part of the irrigation system) caused by The Contractor's operations and College will bill Contractor for full cost of said repair.
- 3) Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at College's expense upon receipt written approval by the Facilities Director.
- 4) The Contactor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing services.

v. Guaranty and Replacement:

- 1) Force Majeure: In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of building, the Contractor shall list the item and location and submit a report to the Facilities Director.
- 2) Any damaged plant materials approved for removal and replacement by Kilgore College shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
- 3) At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at College's request.

w. Warranty of Services:

**Definitions:**

- 1) **"Acceptance"** as used in this clause, means the act of an authorized representative of Kilgore College Facilities Director by which College assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
- 2) **"Correction"** as used in this clause, means the elimination of a defect.
- 3) Notwithstanding inspection and acceptance by College or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. Kilgore College shall

give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by College. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to College, or (2) that College does not require correction or re-performance.

- 4) If the Contractor is required to correct or re-perform, it shall be at no cost to Kilgore College and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, Kilgore College may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to Kilgore College thereby, or make an equitable adjustment in the Contract price.
- 5) If College does not require correction or re-performance, College shall make an equitable adjustment in the contract price.

x. Additions and Deletions:

Kilgore College, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

y. Estimated Quantities Not Guaranteed:

The estimated quantities specified herein are not a guarantee of actual quantities, as College does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, Kilgore College shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

### **13. Vendor Qualifications**

Vendor must provide proof with their proposal of their ability to meet the minimum qualifications set forth under the Scope of Services.

Vendors are instructed to provide a brief summary of the vendor's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

### **14. Additional Information**

The final authority to approve or disapprove delivered products and/or services lies with Kilgore College. In the event products delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to College.

If Kilgore College, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, College will suspend the process until the supplier takes corrective action. No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.



**Exhibit A**

**MAINTENANCE SCHEDULE – ALL SERVICE AREAS**

*(Note: estimates are based on 12-month service period)*

DESCRIPTION	ESTIMATED NO.OF	SERVICE DATES
Mow, edge, remove trash and power blow (weed/grass); water plant containers and annual bed. Do Not Over Water	44	March-October: Weekly November-February: Every other week.
Prune Shrubs	6	Every other month
Prune Trees	1	November
Insect Control	44	March-October: Weekly November-February: Every other week.
Spray weeds in paving cracks	24	Every other week
Fluff mulch	12	Once per month
Cultivate beds	3	March, June and November
Trim lower limbs at 8 ft. and below	2	March and September
Aerate lawns	1	April
Switch out seasonal color (1st Week).	3	March, June and November
Mulching	2	March and November
Fertilize lawn	2	February and November
Fertilize Shrubs	2	February and August
Fertilize Trees	1	February
Fertilize seasonal color	3	March, June and November
Inspections (irrigation system)	12	Once per month
Lawn pre-emergent	3	February, May and November
Winter rye application	1	October
Detention ponds	3	March, June and November
Large tree trimming (Oak, Etc.)	1	June

*Note: All design concepts and KC Facilities Director or designee shall approve plant selection for seasonal colors.*

**Exhibit B**

## RECOMMENDED ANNUAL PLANT BED LIST- SEASONAL PLANTS

## ALL SERVICE AREAS

Botanical Name	Common Name	Size	Spacing	Month to Plant	Remarks
Coleus	Coleus	Quart to 1 Gallon	12" o.c.	March	Filtered Sun. Locations mix of yellow, red and green.
Lobelia Erinus	Lobelia	Quart to 1 Gallon	8" o.c.	March	Filtered Sun locations, mix of blue and white.
Lamium Galeobdolon	Dead Nettle	Quart to 1 Gallon	8" o.c.	March	Filtered Sun locations mix of yellow and white.
Evolvulus Nuttallianus	Blue Daze	Quart to 1 Gallon	6" o.c.	March	Full Sun
Sedum Spp	Sedum (Ground cover varieties)	Quart to 1 Gallon	6" o.c.	March	Full Sun, mix of yellow and white
Polygonum Cuspidatum	Knotweed	Quart to 1 Gallon	8" o.c.	March	Full Sun
Salvia Splendens 'Compacta'	S.S 'Compacta' dwarf	Quart to 1 Gallon	8" o.c.	June	Filter sun locations, mix if purple, rose and salmon
Impatiens	Impatiens	Quart to 1 Gallon	8" o.c.	June	Filtered sun locations, mix of rose, white, bicolor, red, orange, yellow, purple and salmon.
Dianthus Chinensis	Dianthus 'Magic Charms'	Quart to 1 Gallon	8" o.c.	June	Filtered sun locations, mix on pink, red and white.
Vinca	Periwinkle	Quart to 1 Gallon	8" o.c.	June	Full sun, mix of white and lavender
Viola Tricolor	Pansy, Johnny Jump-up	Quart to 1 Gallon	8" o.c.	June	Full sun, mix on rose, pink white and red.
Phlox Drummondii	Annual Phlox	Quart to 1 Gallon	6" o.c.	June	Full sun
Dianthus 'Sweet William'	Dianthus, Sweet William	Quart to 1 Gallon	6" o.c.	November	Filtered sun locations, mix on rose, pink white and red.
Myosotis Palustris Semperforens	Forget-me-not	Quart to 1 Gallon	8" o.c.	November	Filtered sun locations
Polyanthus Primula Hybrids	Primulas	Quart to 1 Gallon	8" o.c.	November	Filtered sun location, mix of pastels, check periodically for snails and treat if necessary.
Verbena Hybrida	Verbena	Quart to 1 Gallon	12" o.c.	November	Full sun, mix of purple, white and yellow.
Lobularia Maritima	Sweet Alyssum	Quart to 1 Gallon	6" o.c.	November	Full sun, mix on white, lavender and rose.
Universal viola	Pansy Universal	Quart to 1 Gallon	8" o.c.	November	Full sun, mix of white, lavender and blue.

*Notes:*

- 1) All plants are to be "nematode free" at time of installation.
- 2) The Contractor shall be required to provide price listing of all seasonal plantings listed above, for future purchase.

## **Service Locations**

### **Campus Mapping**

The following provides a listing of all campus locations. <https://www.kilgore.edu/about/facilities/maps-and-locations>

#### **SERVICE AREA 1**

Service Area No. 1 is comprised of the Kilgore College campuses/locations combined geographically to include the following campuses/locations:

##### **Campus Buildings:**

1. Quad Residences (QUAD)
2. Cruce Stark Hall (STARK)
3. Automotive Body Repair (AUTOB)
4. James M. Parks Fitness Center (PARKS)
5. Charles K. & Lyde Devall Student Center (DEVAL)
7. Masters Gymnasium (MASTR)/Band Hall (BANDH)
8. Rangerette Showcase Museum (RMUSM)
9. Joe H. Turner Physical Education Building (TURNR)
10. S.L. Canterbury Jr. Engineering and Science Building (CANTR)
11. Randolph C. Watson Library (WATSN)/Elywn Bone Learning Center (BLC)
12. KC Commons Building Print Shop and Softball Complex
14. Texas Shakespeare Festival Center
15. Region VII Annex
16. Nolen Hall Annex
17. Nolen Street Residence Hall (NOLEN)
18. Gussie Nell Davis Rangerette Residence (DAVIS)
19. W.L. Dodson Auditorium (DODSN)
20. Student Support Building (SSUPP)
21. Deana Bolton-Covin Rangerette Gymnasium (RGYM)
22. Woodfin Center for Instructional Technology (WDFIN)
23. Old Main Building (OMAIN)
24. Stewart H. McLaurin Administration Building (MCLRN)
25. East Texas Oil Museum (ETOM)
26. M. Kenneth Whitten Applied Technology Center (WHITN)
27. Anne Dean Turk Fine Arts Center (TURK)/Van Cliburn Auditorium (VCA)
28. Technical Vocational Building (TECVO)
29. Bonnie Porter Business Administration Building (PORTR)
30. Communication & Automotive (COMMA)
33. Bert E. Woodruff- Adult Education Center (WDRUF)
34. Leon Dodgen Physical Plant Center
35. Receiving/Mail Room
36. Health Science Center (HSCTR)

##### **Parking Lots:**

- S. Commuter Student Parking
- R. Resident Hall Parking
- E. Faculty/Staff- Parking
- V. Visitor Parking

##### **Other Facilities:**

- + Mike Miller Plaza/Lee Mall



The perimeter of each building, parking lot, structure and access roads to building(s).



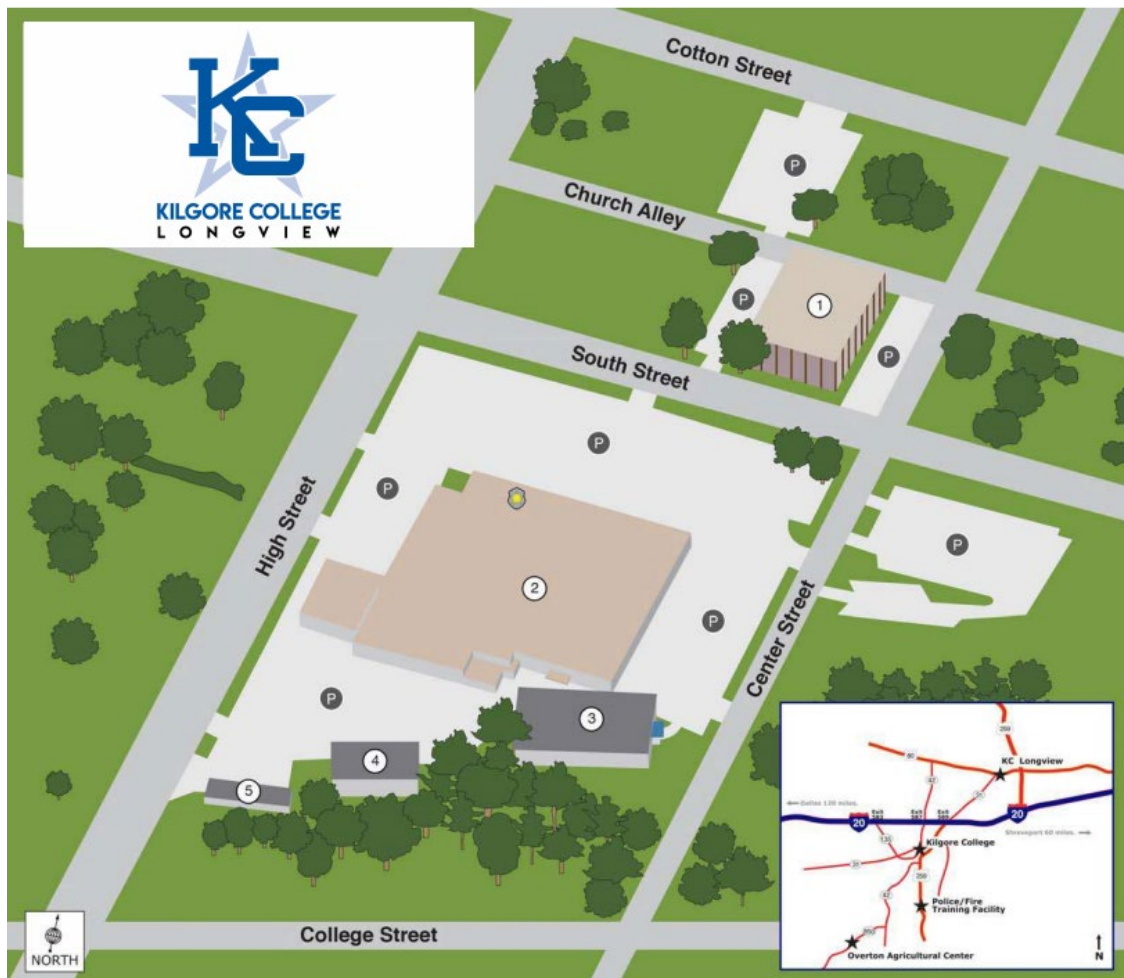
*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to buildings. Image may not depict all landscape, site visits for field verification is highly encouraged for every location.*

## SERVICE AREA 2

Service Area No. 2 is comprised of Longview campuses/locations combined geographically to include the following campuses/locations:

### Campus Buildings:

1. Longview North Building (LVNTH)
2. Hendrix Building (LVHDX)
3. Cosmetology Building (LVCOS)
4. Industrial Maintenance Technology Shop Building (LVIMT)
5. Industrial Maintenance Technology Classroom Building



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to buildings. Image may not depict all landscape, site visits for field verification is highly encouraged for every location.*



### SERVICE AREA 3

Service Area No. 3 is comprised of campuses/locations combined geographically to include the following campuses/locations:

Spear Training Facility – used by East Texas Police Academy (ETPA)

The perimeter of each building, parking lot, structure and access roads to building(s).

**\*NOTE: A SINGLE MOWING OR CUT MUST BE MADE AROUND THE PERIMETER OF THE ACREAGE OR TRACTOR MOWING AREA (see diagram)**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to buildings. Image may not depict all landscape, site visits for field verification is highly encouraged for every location.*

### SECTION 3

#### PROPOSAL PREPARATION AND SUBMITTAL

Proposals must conform to all requirements stated below and elsewhere in this RFP. Disregarding these requirements may result in disqualifications of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance. The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the office of procurement Services by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of its proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm must submit one (1) original copy of the proposal, clearly marked "Original" and three (3) hard copies. In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

The firm's proposal should be organized in sections as outlined below:

**1. Cover Letter**

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

**2. Proposal Form**

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with College.

**3. Qualifications**

The proposal must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested product(s)/service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases (if applicable).
- h. References: The proposer must provide three (3) independent references from three (3) different projects of similar

scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:

- a) Entity name
- b) Industry Type
- c) Address, City, Province/State/Country
- d) Contact Name, Title, Phone Number, and Email address
- e) Years (s) services(s) provided
- f) Comments (include details regarding the current status of the product/service provided by proposer)

#### **4. Response to Scope of Work**

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format in this RFP.

#### **5. Exceptions Requested**

- a. Exceptions to the RFP/Scope of Work. Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there is no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal.
- b. Exceptions to the Agreement and Terms and Conditions. The college's Sample Agreement for Services, including the Insurance Requirements, general and supplemental Terms and Conditions, will be used to consummate any resulting agreement between the College and successful proposer. Any exceptions requested from the Sample Agreement must be included in this section. Any proposed additional terms (i.e., terms not already covered by the College Sample Agreement) or alternate terms required by the firm should be included here with a brief explanatory introduction. **NOTE: interested proposer is expected to engage in good faith negotiations, and as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy lists with proposed exceptions or requests for exceptions in non-negotiable terms (e.g., state-mandated provisions; federal compliance, etc.) will not be considered. Further, unless expressly requested by the College Procurement Manager, proposer should NOT include its firm's standard form of agreement with its proposal: Any resulting agreement between College and successful proposer will be drafted on the College's form.**

#### **6. Proposer's Proprietary/Confidential Information**

In the event the proposer elects to include in its proposal any information deemed "proprietary" or "protected," it shall package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

#### **7. Cost Proposal**

The proposer shall complete the Cost Proposal Form included in the RFP (Section 6), or in alternative, use the enclosed Form as a guide in completing its own cost proposal, and shall submit such detailed Cost Proposal together with its original proposed packet. The Cost Proposal shall conform to the following guidelines:

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. Proposals that include equipment or materials should not include sales tax. The College is tax exempt under federal tax EIN 75-6001909.
- c. Prices for services shall be listed hourly, including the total cost and the total number of hours required to complete the services, and, if applicable, any individual category of the services.
- d. For multi-year projects, include the total annual cost for each service.
- e. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- f. Identify when the proposer proposes to invoice the College (e.g., progress payments, milestone, weekly, monthly etc.)



- g. Indicate if any items are optional and specify them in a separate section(s).
- h. If proposer will be responding to any of the following open Requests for Proposals, the proposer is encouraged to include and detail any such deducts for multiple services.
  - RFP No. 2020-FS006 Food Services Provider
  - RFP No. 2020-FC007 Facilities Maintenance Service Provider
  - RFP No. 2020-FC008 Custodial Service Provider

**The College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.**

## 8. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm, including the required Certification Forms included in the RFP (Section 8).
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. If any customer has stopped using the products(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of work proposed, in part or in whole, shall not be subcontracted without proper written permission of the College.**

## 9. Certifications

By signing the Proposal Form (included in Section 6), the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. The Proposer also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

In addition, by signing the Mandatory Certification Forms included in Section 8), the proposer certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; and if applicable, (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

Failure to provide signatures affirming the stipulations required above will result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certifications with a false statement shall void the proposal and, if applicable, any resulting agreement.

The deadline for receipt of sealed proposals is March 19, 2020 at 3:00 PM (Central Standard Time). Sealed proposals must be received by this deadline at the following location:

**RFP Contact:** Betsy Hansard, Procurement Services Manager

**Contact Mailing Address:** Kilgore College  
108 Choice St.  
Kilgore, TX 75662

**Contact Physical Address:** Kilgore College  
ATC/Whitten Building  
1306 S. Henderson  
Suite 110  
Kilgore, TX 75662

## **10. Interpretations of the Specifications**

Only the interpretation or correction so given by the Procurement Services Manager, in electronic writing (email), shall be binding and prospective Vendors are advised that no other source is authorized to give information concerning, explain or interpret, the proposal document.

Every request for such interpretation or correction must be in electronic writing (email), addressed to the Procurement Services Manager. Vendors are notified telephone questions will not be answered. All such interpretation and supplemental instructions will be in the form of written addenda to the request for proposal documents. All addenda will be posted online at <https://www.kilgore.edu/about/offices/procurement-services> under the Request for Proposals section.

Your questions concerning the RFP specifications must be submitted via email to [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu). We will return a written response to your company as well as post as addenda to website.

## **11. Adjustments and Cancellations**

All adjustments and cancellations will be from the Procurement Services Office.

## **12. General Conditions**

You are notified that although the College is required to submit purchases of all contracts over \$50,000 to the competitive proposal process, it is not required to accept the lowest proposal. In such purchasing, the lowest proposal may be rejected by the Board of Trustees. The proposals will be evaluated by a committee and a formal recommendation will be made that is in the best interest of the College.

## **13. Purchase Orders**

The College shall not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative.

## **SECTION 4**

### **SELECTION AND CONTRACT AWARD**

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by the College Selection Committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

#### **Proposal Evaluation Criteria in Relative Order of Importance**

To include but not limited to (point values):

- a. Staffing – (40)  
Primary staff and qualifications and proposed time commitments.
- b. Scope of Work – (30)  
Demonstration of understanding of scope objectives.
- c. Costs – (20)  
Monthly costs to the College/Overall costs to College.
- d. References – (10)  
Include in your response a minimum of three (3) references of facilities of like size and demographics. You must include contact names and current phone numbers.

## **SECTION 5**

### **RFP COMPLETION CHECKLIST**

The checklist is a summary of some of the required components of the RFP. It is provided as a convenience to proposers, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the proposer to submit complete and compliant proposals.

- ☐ **Cover Letter**
- ☐ **Proposal Form (refer to Section 6)**
- ☐ **Cost Proposal Form (refer to Section 6)**
  
- ☐ **Qualifications**
- ☐ **Responses to Scope of Work**
- ☐ **Exceptions Requested From (refer to Section 6, and Sections 3 and 7)**
- ☐ **Completed and Signed Certifications (refer to Section 8)**

**SECTION 6  
PROPOSAL FROM**

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,  
(Company Name)

- ☐ a corporation organized and existing under the laws of the State of \_\_\_\_\_;
- ☐ a partnership, registered in the State of \_\_\_\_\_, and consisting of \_\_\_\_\_;
- ☐ an individual trading as \_\_\_\_\_, located at \_\_\_\_\_

This Proposal is submitted in response to RFP No. \_\_\_\_\_, \_\_\_\_\_  
[provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of one-hundred-twenty (120) calendar days as of the Due Date for responses to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

\_\_\_\_\_  
(Proposer's Full Legal Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**SECTION 6 (continues)**  
**COST PROPOSAL FORM**  
(Response must be on this form)

**PRICING – MONTHLY RATES:**

The fixed monthly billing amount is to include all costs for providing facility services in accordance with the RFP terms, conditions, and specifications.

All supplies and services needed to perform the scope of work are to be provided by the Bidder and included on this cost of service form.

<u>LOCATION</u>	<u>MONTHLY COST per LOCATION</u>
Kilgore Campus	
Longview Campus	
Training Facility	

**PRICING – HOURLY LABOR RATES:**

Quote hourly rates, as a benchmark for future contractual adjustments.

SUPERVISOR, regular hours \$ \_\_\_\_\_ /hr.

SUPERVISOR, overtime \$ \_\_\_\_\_ /hr.

WORKER, regular hours \$ \_\_\_\_\_ /hr.

WORKER, overtime \$ \_\_\_\_\_ /hr.

**SECTION 6 (continues)**  
**EXCEPTIONS REQUESTED FORM**

After carefully reviewing the College's sample agreement (See Section 7), the proposer: (*select one only*)

☐ Requests no exceptions

☐ Requests the following exceptions:

For each exception, the proposer shall provide all of the following information: **(i) Name of the Document/Attachment; (ii) Page and Paragraph Number; (iii) Exception; (iv) Justification for Exception.** Blank, unjustified, or unsupported requests will be disregarded.

**SECTION 7  
SAMPLE AGREEMENT**

**AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2020 (“Effective Date”) by and between KILGORE COLLEGE (“College”), located in Kilgore, Texas, and \_\_\_\_\_ (“Contractor”),

\_\_\_\_\_ [insert Contractor’s full legal name]  
a(n) \_\_\_\_\_ [insert Contractor’s State of  
incorporation/registration] \_\_\_\_\_ corporation, with a principal place of business at  
\_\_\_\_\_ [insert complete  
address ]

**RECITALS:**

A. Contractor is a successful proposer under the College’s request for proposal (RFP # \_\_\_\_\_ )

**NOW, THEREFORE**, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

**1. SERVICES**

1.1. Subject to the terms and conditions stated in Attachment A and, if applicable, Attachment E, attached to and made part of this Agreement, Contractor shall provide College the \_\_\_\_\_ services (“**Services**”). Attachment B, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

1.2. As part of the Services, Contractor shall deliver to College all goods, reports, documents and other materials (“Deliverables”) as set forth in Attachment B.

**2. COMPENSATION**

In exchange for the Services, College shall pay Contractor as compensation the total amount of \_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars, as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement.

**3. TERM**

The initial term of the contract shall be for three (3) year(s). Two (2), one (1) year extensions of the contract may be affected by Purchase Order or an amendment to this Agreement approved by both parties. Further, College reserves the right to extend the contract term on a month to month basis, not to exceed six (6) months upon the expirations of the initial term and any successive renewal term. KC reserves the right to award separate contracts to multiple bidders.

**4. TERMINATION**

4.1. Termination for Cause. Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the

Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-



procuring the services.

4.2. **Termination for Convenience.** College reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be Contractor’s sole remedy against College in the event of termination under this provision.

5. **INSURANCE**

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor’s obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in Attachment D, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

6. **NOTICES**

Any notice to be given under this Agreement shall be in writing and sent to the intended party’s address indicated below:

To **COLLEGE:**

Name: Betsy Hansard, Procurement Services Manager  
Phone: 903-983-8105  
Email: bhansard@kilgore.edu  
Address: Kilgore College  
1100 Broadway  
Kilgore, TX 75662

To **CONTRACTOR:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

7. **ENTIRE AGREEMENT; AMENDMENTS**

7.1. This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

7.2. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

**IN WITNESS WHEREOF**, the parties’ duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**

KILGORE COLLEGE:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

For **CONTRACTOR**

[INSERT CONTRACTOR’S FULL LEGAL NAME]:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENTS:**

- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work; Deliverables
- Attachment C – Compensation
- Attachment D – Insurance Requirements

**ATTACHMENT A to  
SECTION 7 AGREEMENT FOR SERVICES  
GENERAL TERMS AND CONDITIONS**

1. **Contractors Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical expertise in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
  - a. Contractor warrants that the Services will be performed in a professional and competent manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
  - b. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
  - c. To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "Contractor Parties"), shall be deemed employees, agents, partners, or joint ventures of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
  - a. **Colleges Intellectual Property.** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("Contract IP"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "Intellectual Property" or "IP" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
  - b. **Contractors Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual

Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

- c. **College Data.** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

## 8. Confidentiality

- a. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- b. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- c. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

## 9. Retention of Records/Audit

- a. For a period of not less than two (2) years after the termination of this Agreement, Contractor shall maintain, in a single, reasonably accessible location approved by the College, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by the College under this Agreement, including, without limitation, all related contracts and insurance files.
- b. During the term of this Agreement and for a two (2) year period following the termination of this Agreement, all of Contractor's data, files and records referenced in the above Section of this Agreement may be inspected, audited and copied by the College, its duly authorized agents, representatives or employees or by federal or state agencies having jurisdiction over the College, at such reasonable times as the College may determine.
- c. Certified payrolls may be requested by the College to validate that Contractor's employees assigned to a

College facility have received allowed wage increases and that the Contractor is making appropriate withholdings. Certified payrolls are prepared and/or approved by an independent Certified Public Accountant and must be furnished within thirty (30) calendar days of request.

10. **Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
11. **Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Texas Public Records Laws. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.
12. **Privacy and Security.**
  - a. If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
  - b. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
  - c. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
  - d. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Facilities Director. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Facilities Director updated promptly as additional details about the nature of the Confidential Information become available.
  - e. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
13. **Damages.**
  - a. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO COLLEGE OR COLLEGE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR LOST PROFITS OR, ANY EVENT BEYOND THE CONTROL OF CONTRACTOR OR COLLEGE RESPECTIVELY. However, the limitations on indirect, incidental or consequential damages set forth in this Section shall not apply to, or in any way limit, Contractor's indemnity obligations under this Agreement.
  - b. Contractor shall be liable for the loss of or damages to the College's property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees.
  - c. The Contractor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to College property or personal property on College premises. Failure to make report to the College of the occurrence, within the specified time, may be cause for termination of this contract.
  - d. If either party employs an attorney or commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other, reasonable costs

incurred in connection with such enforcement, including, but not limited to, attorneys' fees and costs of investigation, litigation, mediation, or arbitration.

14. **Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees (“**Indemnitees**”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College’s Confidential Information.
15. **Use of Names; Trademarks.** Neither party shall use the other party’s trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature (“**Marks**”), or the names of the party’s employees in any publicity or advertising material without prior written approval by the other party. Contractor’s use of any College’s Marks, if and when authorized, shall comply with the College’s design and drawing specifications.
16. **Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment). Contractor’s personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
17. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
18. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
19. **Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
20. **Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
21. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor’s rights or delegate any of the Contractor’s obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
22. **Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor’s services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College’s right to such terms, conditions, and particulars

shall not be affected, and no liability of any kind or amount shall accrue to College.

23. **Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
24. **Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
25. **Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
26. **Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
27. **Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
28. **Cancellation for Conflict of Interest.** College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
29. **Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
30. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
31. **No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by

Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.

32. **Dispute Resolution.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used,
33. **Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
34. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Gregg County, Texas.
35. **On-Site Contractor Office Space, Storage and Utilities**  
Kilgore College will provide a location with office space and limited storage for contractor's on-site operations. The bill back of utilities to be negotiated under contract.



**ATTACHMENT B to  
SECTION 7 AGREEMENT FOR SERVICES**

**SCOPE OF WORK; DELIVERABLES**

**(This Attachment will be developed from the Scope of Work defined in Section 2 of this RFP and successful  
Proposer's proposal)**

**ATTACHMENT C to  
SECTION 7 AGREEMENT FOR SERVICES**

**COMPENSATION**

**(This Attachment will be developed based on the Cost Proposal Form of the successful Proposer's proposal)**

**ATTACHMENT D to  
SECTION 7 AGREEMENT FOR SERVICES  
INSURANCE REQUIREMENTS**

**1. GENERAL INSURANCE REQUIREMENTS:**

- A. **Certificates of Insurance:** Contractor shall, upon request, submit to the College Procurement Services Manager certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. **Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.
- C. **Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of Kilgore College, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- D. **Additional Insureds:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Kilgore College, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- E. **Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty- (30) days' prior written notice has been provided by Contractor to the College's Procurement Services Manager.
- F. **Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- G. **Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

**2. INSURANCE COVERAGE REQUIRED:**

- A. **Workers' Compensation Insurance** - Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- B. **Commercial (Business) Automobile Liability Insurance** – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit \$1,000,000 (CA 0001)

- C. **Commercial General Liability Insurance** – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$1,000,000

- D. **Other Requirements**– The Contractor is required to include Kilgore College as an additional Insured on the Commercial General Liability and Business Automobile Policy. Attach a waiver of Subrogation to all policies. The CGL Policy should be Primary and Noncontributory to any other insurance. All policies should include a 30-day Notice of Cancellation provision in favor of Kilgore College.

**SECTION 8**  
**MANDATORY CERTIFICATE FORMS**

**BOYCOTT OF ISRAEL CERTIFICATION**

\_\_\_\_\_  
(date)

In accordance with the Texas Government Code, Contractor represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Contractor is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

\_\_\_\_\_  
A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Proposer.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**SECTION 8 (continues)**  
**FELONY CONVICTION NOTICE FORM**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR’S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL’S NAME: \_\_\_\_\_

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ (attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_ (attach additional sheet if necessary)

Signature of Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**SECTION 8 (continues)**  
**PROPOSER AFFIRMATION**

Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
2. The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts:  
<http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.
3. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
5. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.
6. Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
7. The Contractor shall defend, indemnify, and hold harmless the State of Texas, KC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
8. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
9. Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State Agency: \_\_\_\_\_

Position with proposer: \_\_\_\_\_

Date of Employment with proposer: \_\_\_\_\_

**SECTION 8 (continues)**  
**EXECUTION OF OFFER**

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the proposer hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, proposer affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the proposer shall be removed from all proposals lists.
4. By the signature hereon affixed, the proposer hereby certifies that neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

**PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.**



**SECTION 8 (continues)**  
**ADDENDA CHECKLIST**

Proposal of: \_\_\_\_\_  
(Proposer Company Name)

To: KILGORE COLLEGE

Ref.: Landscaping & Grounds Maintenance Service Provider

RFP No.: 2020-FC009

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC's website at <https://www.kilgore.edu/about/offices/procurement-services>.

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

No. \_\_\_\_\_

Respectfully submitted,

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature for Proposer)

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SECTION 8 (continues)**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 30%; border: 0; border-top: 1px solid black;"/>             Name of Officer         </div>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes                 <input type="checkbox"/> No             </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes                 <input type="checkbox"/> No             </div> </div>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; border: 0; border-top: 1px solid black;"/>             Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%;"> <hr style="width: 80%; border: 0; border-top: 1px solid black;"/>             Date         </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

**SECTION 8 (continues)**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your proposal, proposal, or offer. **This form must be received included in the vendor's proposal/proposal packet, to be considered for evaluation.** Completed forms must be **NOTARIZED.**

This requirement applies to contracts with a value exceeding \$50,000.

**1 - Disclosure of Financial Interest in the Vendor**

a. If any officers or employees of KC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

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

b. For each individual named above, show the type of ownership/distributable income share:

Ownership interest of at least 10%	( _____ )
Ownership interest of at least \$15,000 or more of the fair market value of vendor	( _____ )
Distributive Income Share from Vendor exceeding 10% of individual's gross income	( _____ )
Real property interest with fair market value of at least \$2,500	( _____ )
Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor:	( _____ )
1. Ownership interest of at least 10%	
2. Ownership interest of at least \$15,000 or more of the fair market value of vendor	
3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income	
4. Real property interest with fair market value of at least \$2,500	( _____ )
No individuals have any of the above financial interests (If none go to Section 4)	( _____ )

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (\_\_\_\_\_).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_ %, or  
the value of ownership interest \$ \_\_\_\_\_ .

**2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes\_\_\_\_\_No \_\_\_\_\_

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b. Employment of individual’s spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous2 years.

Yes\_\_\_\_\_No \_\_\_\_\_

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**3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes\_\_\_\_\_No \_\_\_\_\_

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b. Individual’s spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 of more within the preceding 12 months.

Yes\_\_\_\_\_No \_\_\_\_\_

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**4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your proposal, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes\_\_\_\_\_No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

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c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), proposals, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as proposal or project number (attach additional pages as necessary).

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This disclosure is submitted on behalf of:

\_\_\_\_\_  
(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my proposal, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by KC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public of the State of: \_\_\_\_\_

## SECTION 9 RFP QUESTIONNAIRE

**NOTE TO BIDDERS: COMPLETENESS AND DEGREE OF EXPLANATION AND/OR DETAIL IN RESPONSES TO EACH OF THESE QUESTIONS IS ESSENTIAL FOR YOUR PROPOSAL TO RECEIVE A THOROUGH EXAMINATION BY BID EVALUATORS.** Failure to provide a thorough response to EACH item listed below may result in the disqualification of your bid. If your response is provided in another section of this RFP Response, please note where the information may be located.

### 1. PRICING

- a. Provide a detailed explanation as to how you arrived at the proposed fixed monthly amounts.
- b. What is your labor rate for “out-of-scope” work?

### 2. PERSONNEL

In order to assist the College in evaluating the quality and stability of your work force, bidders must furnish the following information on attachments submitted with their bids.

- a. Explain your intended staffing levels.
- b. Explain your company’s recruitment program for hourly workers.
- c. Explain your company’s turnover rate for hourly workers for the last two years in the state of Texas.
- d. Explain your company’s
  - 1) training practices for new employees and
  - 2) reinforcement training for experienced workers.
- e. Describe your company’s employee safety training program.
- f. Explain your company’s policies regarding employee uniforms and submit with your bid a photograph of an employee wearing the uniform proposed for this bid.
- g. Name the person(s) to serve as your day-to-day account or project manager and submit with your bid a resume for each named individual or a description of their experience and capabilities.
- h. Explain how you would increase your staff to handle the work if awarded a contract.

### 3. BENEFITS

- a. Explain your company’s vacation time program for your workers.
- b. Explain your company’s sick time program for your workers
- c. Explain any other benefits or programs that promote stability and retention of your workers.
- d. Does your company offer holiday pay for your workers?

### 4. RESOURCES

- a. Explain your company’s reserve labor capacity to handle this project.
- b. Is your company Green Seal Certified? Which organization?
- c. Describe your Computerized Quality Assurance Program?

### 5. OPERATIONAL

- a. Provide a description of the operational procedures, processes and policies you propose to use if awarded a contract. Include a specific description of the customer services to be provided.
- b. Provide a tentative schedule and transition plan for implementation of Services, based on contract commencement on September 1, 2020. Please note any activities that occur before the actual start date that will need the assistance of the College and to what extent will that assistance be needed. In addition, what specific assistance can the College provide in the first thirty- (30) days to support the contractor in the program implementation?
- c. Is your company in transition of management or ownership?