

Request for Proposals

**Owner Gallia-Jackson-Vinton
Joint Vocational School District
Board of Education**
351 Buckeye Hills Road
Rio Grande, Ohio 45674

Project Lawn Care Service Project

Response Deadline March 11, 2022 at 4:00 PM local time

The Owner seeks competitive Proposals for the above-identified Project, subject to the terms and conditions of this Request for Proposals and the accompanying Contract Documents.

§ 1.1.1 Project Scope.

§ 1.1.1.1 The selected Contractor will enter into a Service Provider Agreement (the “Agreement”) with the Owner to provide lawn care services (hereafter referred to as “Services”) at the Buckeye Hills Career Center Facility. Proposer shall be responsible for inspecting the site to determine the acreage, weeding, parking lot cleaning and spraying.

§ 1.1.1.2 The Agreement will be for an initial term of one year and may renew for additional terms of one year.

§ 1.1.1.3 Prevailing wage rates do not apply to this Project.

§ 1.1.2 Design Professional.

§ 1.1.2.1 There will be no separate Design Professional for this Project. To the extent professional design services are required to perform the Services, the selected Contractor will be responsible for providing those services.

§ 1.2 RFP Materials. The following materials have been distributed with this Request for Proposals, all of which are incorporated into this Request for Proposals as if rewritten fully herein:

§ 1.2.1 Proposal Form

§ 1.2.2 Form of Agreement

§ 1.2.3 Payment and Performance Bond

Article 2 — Proposal Submission and Selection Process

§ 2.1 Pre-Proposal Meeting. Proposers may meet with the Owner prior to submission of Proposals. Proposers must contact Jamie Nash, Superintendent, at Nashj@buckeyehills.net, to coordinate and schedule such pre-proposal meetings.

§ 2.2 Preparation of Proposals.

§ 2.2.1 The completed Proposal should include a completed Proposal Form and additional materials prepared by the Proposer to provide the Owner information regarding the Proposer's qualifications, consistent with the Evaluation Criteria set forth in Section 2.4.3.

§ 2.2.1.1 Proposal Form.

- .1 Complete all blank spaces on the Proposal Form in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and sign the form. In the case of a discrepancy between the numbers and words written, the Owner reserves the right to consult with the Proposer and determine the correct amount.
- .2 For purposes of effective comparison between Proposers, Proposer should base its pricing in its Proposal Form on the Scope of Services provided in the draft Agreement included in the RFP Materials. Proposer may propose additions, deletions, or modifications to the Scope of Services for the Owner's consideration and clearly identify the corresponding adjustment to the Proposer's pricing in the event the Owner agrees to the modified scope of services. Proposer must submit such proposed modifications in an attachment to the Proposal Form. Modifications will be accepted in the Owner's sole discretion.

§ 2.2.1.2 **Additional Materials.** The additional materials provided in response to Section 2.4.3 should be limited to twenty (20) pages.

§ 2.2.2 Submit one completed Proposal to the Owner in either hard copy or electronic form prior to the Response Deadline.

§ 2.2.2.1 If submitting a Proposal in hard copy, enclose the Proposal in a sealed opaque envelope with the Proposer's name and title of Project printed in the upper left hand corner and addressed to:

Gallia-Jackson-Vinton Joint Vocational School District Board of Education
Attn: Jamie L. Nash, Superintendent
351 Buckeye Hills Road
Rio Grande, Ohio 45674

§ 2.2.2.2 If submitting a Proposal electronically, combine all Proposal documents into one PDF file, named with the Proposer's name and title of the Project, and submit via email to: Jamie Nash, Superintendent, at NashJ@buckeyehills.net.

§ 2.2.3 **Bond.** The Successful Proposal may be required to provide a Contract Bond in the form provided in the RFP Materials. Proposers shall identify the cost of the bond on the Proposal Form, where indicated.

§ 2.3 **Opening of Proposals.** Proposals will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the Owner in accordance with this Request for Proposals by the Response Deadline. The Owner reserves the right to accept a Proposal after the Response Deadline in its sole discretion.

§ 2.4 Evaluation of Proposals.

§ 2.4.1 **Standard of Award.** The Owner intends to award the contract for the Services to the Proposer submitting the Proposal determined to be in the Owner's best interest (the "Selected Proposer"), with price being considered, but not being the determining factor. The Owner reserves the right to negotiate pricing for the Services with the Selected Proposer.

§ 2.4.2 **Clarification of Proposals.** The Owner reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer.

§ 2.4.3 Evaluation Criteria. The Owner, in its sole discretion, will evaluate the Proposers and Proposals to determine which Proposal is in the Owner's best interest. In making such determination, the Owner may consider the following criteria, and any such other criteria as it determines proper:

§ 2.4.3.1 Proposer's work history.

- .1 Proposer should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than Owner's Project, on time and in accordance with the respective contract documents. If Proposer's management (i.e., president, chairman of the board, or any director) operates or has operated another construction company, Owner may consider the work history of that company in determining Proposer's qualifications and experience.
- .2 Owner will consider Proposer's prior experience on other projects for Owner, including Proposer's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with Owner.
- .3 Proposer authorizes Owner and its representatives to contact the owners and design professionals on projects on which Proposer has worked, and authorizes and requests such owners and design professionals to provide Owner with a candid evaluation of Proposer's performance. By submitting its proposal, Proposer agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such candidate evaluation and such action is not successful, Proposer will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, design professionals and their employees.

§ 2.4.3.2 Proposer's resources, including but not limited to the financial ability to complete the Contract successfully and on time and the experience, adequacy, and numbers of Proposer's work force.

§ 2.4.3.3 Proposer's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.

§ 2.4.3.4 The foregoing information with respect to any of the subcontractors that Proposer intends to use on the Project.

§ 2.4.3.5 Proposer's participation in a drug-free workplace program through the Ohio Bureau of Workers Compensation or a program approved by the Bureau of Workers Compensation.

§ 2.4.4 By submitting its Proposal, the Proposer agrees that Owner's determination of which Proposal is in the best interest of Owner will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, Proposer will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the cost of collection.

§ 2.5 Negotiation of Contract.

§ 2.5.1 The Owner will negotiate a contract with the Selected Proposal.

§ 2.5.2 A copy of the Agreement and associated Contract Documents that will be used for the Project have been provided with this Request for Proposals.

§ 2.5.2.1 If the Proposer would like to propose any modifications to the Agreement or other Contract Documents provided with this Request for Proposals, the Proposer must submit with its Proposal its proposed modification language with specificity (identifying paragraph numbers and language changes) on a separate page titled "Proposed Modifications to the Agreement." Any

proposed modifications may be taken into account in determining whether the Proposal is in the best interest of the Owner and any modifications will be made in the Owner's sole discretion.

§ 2.5.3 If, for any reason the Owner and Selected Proposer are unable to conclude negotiation of the contract, the Owner may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be in the Owner's best interest, and so on, until the contract is awarded, or the Owner terminates this Request for Proposals.

Article 3 — Additional Instructions

§ 3.1 Questions.

§ 3.1.1 All questions must be submitted in writing to the Owner. The Owner will email the answers to all Proposers.

§ 3.1.2 The Owner may also email other Project-related information to the Proposers.

§ 3.1.3 Addenda.

§ 3.1.3.1 Should any question prompt the Owner to amend the Request for Proposal, a notice will be sent to all Proposers. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer's contact person of record.

§ 3.1.3.2 When an Addendum to this Request for Proposal is necessary less than three days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via email. The Owner will make reasonable attempts to contact all Proposers.

§ 3.2 Proposal Certifications.

§ 3.2.1 By submitting a Proposal, the Proposer certifies to the Owner that:

§ 3.2.1.1 it has carefully reviewed the Project site and RFP Materials to become familiar with the requirements for the Services and has included all costs necessary to provide labor and materials for the Services in its Proposal, including incidentals, whether or not specifically called for and to become familiar with the limitations and conditions related to the Services covered by the Proposal and has included in the Proposal a sum to cover the cost of such items;

§ 3.2.1.2 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

§ 3.2.1.3 the Proposer is not debarred under ORC Section 153.02;

§ 3.2.1.4 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

§ 3.2.1.5 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

§ 3.3 Cancellation and Rejection; Waiver of Minor Errors.

§ 3.3.1 The Owner may reject all Proposals and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

§ 3.3.2 The Owner shall reject a Proposal if the Owner determines that:

§ 3.3.2.1 the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

§ 3.3.2.2 the recommended Proposer is debarred under ORC Section 153.02;

§ 3.3.2.3 the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

§ 3.3.2.4 the Owner has determined that the Proposer intended to engage in collusion with intent to defraud or other illegal practices.

§ 3.3.3 The Owner may waive minor errors that do not change the results of a selection.

§ 3.4 Proposal Revision. The Owner may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposals. If the Owner requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the Owner within three (3) business days.

§ 3.5 Proposal Withdrawal. If the Selected Proposer withdraws its proposal after selection, the Owner may award of the Contract to the firm next determined to be in the Owner's best interest.

§ 3.6 Applicable Law and Forum. The rights of any Proposer or any party to a subsequent Contract shall be governed by Ohio law, and only the Court of Common Pleas of the County in which the Project is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Contract. The Proposer irrevocably consents to that jurisdiction.

§ 3.7 Public Records. Pursuant to ORC Section 9.28, documents submitted to the Owner in response to this Request for Proposal will not be available for public inspection under ORC Section 149.43 until after the Owner either enters into a contract for the Services or cancels this Request for Proposals.