



Request for Proposal  
Landscape Maintenance

For  
**Legacy Grove Park**  
1107 West Lexington Avenue, Winchester, KY

**Responses are Due No Later Than September 29 2023**

At

**Legacy Greenscapes, Inc.**

**Mailing Address**

P.O. Box 4844 Winchester, KY 40392-4844

**Contact - LG Executive Director**

Deborah Jackson

(859) 230-2257

[djackson@legacygreenscapes.org](mailto:djackson@legacygreenscapes.org)

The responsibility for submitting a response to this solicitation at the Office of Legacy Greenscapes, Inc. on or before the stated time and date will be solely and strictly the responsibility of the Proposer. Legacy Greenscapes, Inc. will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

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## Attachments

The following Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

1. **Landscape Plans**- Construction plans showing the landscape plans for the 30-acre park.
2. **Property Boundaries** - Map showing the Leacy Grove Park property line and all areas included in this request for proposals.
3. **Park Areas** - Map showing the different areas of the park including Nature Trail, General Lawn, Playground and Dog Parks.

**Legacy Grove Park**  
**Request for Landscape Maintenance Bid**

**SUBJECT:** Legacy Greenscapes, Inc. (LG), operator of Legacy Grove Park, is requesting bids from qualified and experienced landscape management firms for one year of landscape maintenance services to include, but not limited to, the following:

- Landscape bed maintenance and mulching
- Seasonal fertilizer application(s)
- Seasonal clean up(s)
- Irrigation system maintenance (if applicable)

See the complete list of desired items in **Section 2, Scope of Work**

LG is located on 30 acres of land at 1107 W. Lexington Avenue, Winchester, Kentucky.

**Proposal**

Please submit an original Proposal in a sealed envelope bearing the name of the Proposer and the address and the title of the RFP no later than **4:00 P.M. EST on the date listed on the Schedule.**

The Proposal is not intended to be an expansive or elaborate document. LG will expect the Proposal to be thoughtfully composed and easy to understand.

*Please only submit proposals for which your firm is highly qualified and experienced.*

Address your Proposal to:

**Legacy Grove Park**

**Attn: Deborah Jackson**

*P.O. Box 4844*

*Winchester, KY 40392*

Please clearly mark Proposals:

**Landscape Maintenance**

The tentative schedule for this Request for Proposal is as follows:

**Project Schedule - 2023**

September 1	Announce LG Landscape Maintenance RFP
September 15	Last Questions to be included in Final Addendum
September 18	Final Addendum issued
<b>September 29</b>	<b>Proposals due</b>
October 2-4	Interviews if needed
October 15	Award contract
November 1 (Negotiable)	Landscape Maintenance contract begins

LG reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.

Copies of the RFP Document may be obtained by contacting Deborah Jackson.

**If you want to receive the Final Addendum, please email [djackson@legacygreenscapes.org](mailto:djackson@legacygreenscapes.org).**

We look forward to your active participation in this solicitation.

Sincerely,



Deborah Jackson  
Executive Director,  
Legacy Greenscapes, Inc.

## **Section 1 Introduction**

LG has issued this Request for Proposal (RFP) to solicit bids from landscape maintenance organizations ("Firm" or "Proposer") for Legacy Grove, a public park. This RFP contains instructions for the Proposal. The Legacy Greenscapes Executive Director shall accept questions from Firms via email or phone. Submit emails to [djackson@legacygreenscapes.org](mailto:djackson@legacygreenscapes.org).

### **Background**

Legacy Grove is an urban park (opened October 2020) located at 1107 W. Lexington Avenue in Winchester, Kentucky. The park is a publicly-supported, private park for the community with several amenities: ADA hard-surface multi-use trail, dog park, open lawns, beautiful landscaping, bio-filtration gardens, restrooms, and a custom-designed 2-acre children's adventure play area.

The landscape beds at Legacy Grove are planted intentionally with native Kentucky plant species. LG intends to continue to promote native species and regional pollinators within the park. The park's goal is to provide a natural, green, educational, and diverse environment.

### **Overall Criteria**

Firms are to provide landscape maintenance services located on 30 acres of land in Winchester, Kentucky. The Firm must currently be in the business of providing landscape maintenance services. It's ideal, but not necessary if the Firm has completed at least one (1) landscape maintenance project similar in size or scope within the past five (5) years.

LG seeks a firm that has a solid background in natural landscape design and practices. The park is not a landscaped front yard but instead prides itself on showcasing some of Kentucky's native pollinators and trees naturally. A successful Firm will have a qualified horticulturist on staff who can provide guidance for promoting the healthiest growth of our plant and tree species.

### **Priorities for LG**

- The park will be beautiful, clean, safe, and fun for all visitors.
- The park will be open to the public year-round.
- The park and its amenities should be accessible to all.
- The park should have a positive impact on the surrounding neighborhoods.

### **The selected Firm will be required to:**

- Execute a contract with a tax-exempt non-profit organization and not include sales tax as part of the Firm's bid;
- Verify strict background check requirements for all personnel allowed at the park by the Firm as set forth herein; and
- Maintain General Liability Insurance (\$1,000,000 minimum, \$2,000,000 aggregate), Workers' Compensation Insurance (\$500,000), Fidelity/Dishonesty Coverage (\$50,000),

Business Automobile Liability (\$1,000,000), Pollution Liability (\$1,000,000) and furnish proof of such insurance; and

- Add Legacy Greenscapes, Inc. and The Greater Clark Foundation as Additional Insured (AI) on the General Liability policy.
- Execute a formal contract for services as prepared by LG if awarded the job.

**END OF SECTION 1**

## **Section 2 Scope of Work**

This scope of work pertains to the requirements of maintaining landscaped areas at a 30-acre park in Winchester, Kentucky. The overall responsibility of the Firm is to coordinate, plan, manage, and perform activities described in this RFP to maintain a beautiful, clean, and safe environment in the park.

The Firm shall furnish all labor and materials necessary to perform the landscaping maintenance tasks in the RFP. It shall be the Firm's responsibility to verify the areas, sizes, and quantities of the surfaces and items to be maintained in this RFP. Failure of the Firm to verify the listed amounts will not relieve the Firm of the responsibility to provide all services required to the standards included herein for the prices submitted in the Firm's proposal.

**A Firm may request a site visit while preparing the Proposal by contacting the Executive Director.**

### **2.1 HOURS WHEN WORK IS TO BE PERFORMED**

All work is to be performed Monday through Friday from 7:00 a.m. EST to 6:00 p.m. EST and Saturday from 8:00 a.m. EST to 5:00 p.m. EST. All work will be done during normal hours for public use of the park. Work will be done in a manner so as not to disturb the daily functions of the park and to ensure the safety of the public.

The Landscape Maintenance firm must communicate effectively and work with the Turf Maintenance firm on-site.

### **2.2 BEGINNING OF CONTRACT TERM**

At least five (5) business days before the commencement of the contract, the Firm shall submit the name of the on-site supervisor authorized to act for the Firm in every detail for the landscape maintenance services.

At least five (5) business days before the commencement of the contract, the on-site supervisor will confer with LG Executive Director and review the total specification requirements, total workload, and services provided by the Firm.

### **2.3 SPECIFICATIONS**

The landscape maintenance areas must be maintained and serviced at the frequency and to the standards as detailed in these specifications. This RFP is intended as a benchmark of the minimum standards for maintenance. However, LG respects the firm's knowledge and will consider all recommendations made by the Firm in its response to this RFP.

The Executive Director shall determine whether the tasks have been performed and that the performance is per the standards outlined in these specifications. Failure to perform a task or to

perform a task to the specified standard will result in reductions in the monthly invoice or contract termination.

#### A. GENERAL STANDARDS

##### a. FIRM RESPONSIBILITIES

- i. Firm shall provide staff able to perform work to the highest standards of horticultural excellence. Key staff shall know current best management practices (BMP) regarding safety, hazardous materials and spill response, lawn care, plant health, and integrated lawn pest management. *LG reserves the right to demand the replacement of the Firm's staff who do not meet the standards for safety, professionalism, or turf knowledge.*
- ii. Provide an emergency contact list identifying the names, positions, and phone numbers of key maintenance personnel. Provide mobile numbers for the maintenance manager and on-site supervisor.
- iii. Attend meetings and site inspections as requested.
- iv. Firm shall maintain a computerized log of activities performed and provide a written copy monthly.
- v. Firm shall provide LG a listing of all employees, what vehicles they drive (make, model, and license number), and an estimated schedule for being at the park. This information will be given to the Winchester Police Department and 911 Dispatch for security purposes.

##### b. GUARANTEE AND REPLACEMENT

- i. Firm shall replace, at no additional cost to LG, any turf, plant material, trees, or any LG property damaged due to improper maintenance attention or procedures. Replacement material shall be the same size and variety as the dead or damaged material. Property damage replacement must be done within two (2) weeks of damage identification. Alternatives to size, variety, and scheduling of replacements must have written permission from LG.
- ii. Firm is not responsible for losses, repair, or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than the Firm's vehicles), or the acts of others over whom they have no reasonable control.
- iii. Firm shall inform LG every month of plant/tree losses unrelated to the maintenance activities, provide LG with a probable cause for the plant loss, and provide recommendations for replacement and estimated cost.

#### B. SCOPE OF WORK

##### a. GENERAL GUIDELINES

- i. Firm shall furnish all labor, equipment, and materials necessary to complete the maintenance trees and plantings as specified herein.
- ii. Landscape Maintenance shall consist of seasonal clean-up, mulching, pruning, integrated pest management, weed/insect/disease control, litter control, and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of



landscape plantings.

1. Firm is encouraged to use non-polluting devices like rakes and brooms when feasible. LG prefers blowers and other power equipment that are low-decibel, low-fossil fuel consumption, and low-emissions models.

## b. LANDSCAPE MAINTENANCE

### i. Spring Landscape Bed Preparation

1. Spring clean-up includes edging mulch beds, removing winter debris, and prepping the site for mulch installation.
2. Pruning and trimming of some shrubs and ornamentals based on species type and proper trimming needs and height. All pruning will be communicated to and confirmed with the Executive Director before taking place. *Pruning and trimming must be supervised on-site by a qualified horticulturist and landscape professional.*
2. All landscape beds and trees *on the property* will be mulched in the Spring with current mulch/rock unless otherwise specified. To promote healthy tree growth, the team will not mound mulch around the tree's base but instead use the "donut" shape mulching method.
3. Ornamental pre-emergent application will be applied to all mulch beds to control weed seed germination in mulched areas.

### ii. Summer Landscape Bed Maintenance

1. Landscape beds and biofiltration gardens will be maintained throughout the course of the growing season on a weekly/bi-weekly basis, depending on seasonal needs. Maintenance will include leaf removal, weed removal, shrub dead-heading, tree trimming, and cutback of perennials from walkways and roadways to maintain a safe and beautiful park.
2. All landscape beds will be assessed for necessary mulch and rock replacement throughout the year.

### iii. Fall Clean Up

1. Clean up of leaves and debris from landscape beds during the fall season.
2. Pruning and trimming of some shrubs and ornamentals based on species type and proper trimming needs and heights. All clippings and debris will be picked up and properly disposed of offsite. Pruning will be communicated to

and confirmed with the Executive Director before taking place.

iv. Irrigation System

1. Irrigation start-up and checking all zones at the proper time in spring to ensure proper watering of all turf and plant material. A scheduled start-up date will be communicated to ensure the Executive Director or designee can be on-site during start-up.

2. Irrigation shutdown includes winterizing the irrigation system with compressed air at the proper time in the fall before freezing temperatures to ensure no damage throughout the winter months. Powering off of clock and water supply to the system upon visit.

3. Inspection of backflow device by licensed backflow tester.

4. Monthly inspection of the irrigation system to ensure proper watering and watering times.

v. Shrub and Tree Care

1. Apply fertilizer to all tree and shrub landscape beds at the proper time but not less than twice annually.

2. The firm shall visually inspect all landscape areas monthly from April through September to identify potential pest problems. Pest problems include insect, disease, and weed infestations. The firm shall keep written records of pests identified and areas where problems may be developing.

c. TIME AND MATERIALS SCHEDULE

i. Include charges for the following as-needed services:

1. Day rate for landscape crew (invasive removal, etc.)

2. Day or hourly rate for landscape plantings (materials not included).

d. EXTRA WORK

i. LG intends to keep the park in an exceptionally well-maintained condition. It is with this intent that LG may consider authorizing extra work. Extra work will only be initiated by the Firm with written authorization from LG. In emergency situations, a not-to-exceed price may be submitted by the Firm to LG via email for review and approval.

**END OF SECTION 2**

**Section 3  
Special Conditions**

**Part One**

**Proposals will be evaluated based on the following criteria:**

Firm's Qualifications	20 Points
Company's Related Experience and Expertise	
Executive Director and Supervisor(s) Related Experience	
Past Performances	20 Points
Budget Proposal & Approach	40 Points
Cost of base proposal	
Cost of specialized services	
Value of service suggestions or new ideas	

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**TOTAL** **80 Points**

**Part Two**

**In-person interviews**

The finalists will be asked to meet the Executive Director for an in-person interview if deemed necessary. The presentations will be scheduled and privately held.

LG will evaluate the interviews and select one (1) Firm for contract award.

**Proposal Conditions**

**LG Options**

LG may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of LG. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

**Minimum Qualifications**

*To be eligible to respond to the RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide expert landscape maintenance services. At a minimum, the Proposer shall be licensed to do business in the Commonwealth of Kentucky. Firms must be properly registered to practice their profession and licensed to engage in contracting in the Commonwealth of Kentucky at the time of bid submission. Any Proposer that fails to meet all the following minimum criteria shall be noted as "non-responsive" and will not be*

evaluated/scored. To be determined responsive, Firms must be licensed, bonded and insured as required by the Commonwealth of Kentucky.

### **Rules, Regulations, and Requirements**

All Respondents shall comply with all laws, ordinances, and regulations of any Federal, Commonwealth of Kentucky, or City government applicable to providing the services described herein, including, but not limited to, all applicable OSHA/Kentucky OHS and the Americans with Disabilities Act.

The Firm will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, national origin, physical handicap, age, marital status, veteran status, religion, or political belief.

All Respondents shall perform a national criminal background check on all of its employees that will perform any work on the site and shall assume all responsibility and liability for their employees and shall indemnify and hold harmless The Greater Clark Foundation and Legacy Greenscapes, Inc. for any and all acts of its employees.

### **Change of Proposal**

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and title "Landscape Maintenance" shall appear on the envelope.

### **Modifications of Proposal**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

### **Insurance - General Insurance Requirements**

Respondents must submit with their Proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance - Statutory limits and Employer's Liability Insurance - \$500,000
- Fidelity/Dishonesty Coverage - \$50,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
  - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
  - Claims made on the policy must have an extended coverage reporting period of two (2) years past the coverage completion date;
  - For Deductible Programs or Self-Insured Retention Programs an Irrevocable Letter of Credit or Performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – \$1,000,000 each occurrence and \$2,000,000 aggregate, to include contractual liability, personal & advertising injury, and products/completed operations. Requirement can be fulfilled with an umbrella or excess policy.

- Automobile Liability Insurance - \$1,000,000 combined single limit bodily injury & property damage.
- Pollution Liability Insurance - \$1,000,000

The successful Proposer must submit, prior to the signing of the contract, among other things, a Certificate of Insurance including Legacy Greenscapes, Inc. and The Greater Clark Foundation, Inc. as additional insured for Commercial General Liability and Auto Liability Insurance. LG may request the successful Proposer to provide proof of current insurance throughout the term of the contract.

**Conflicts of Interest**

Proposers are advised that if they are awarded a contract that no person under their employ or under the employ of any of their subcontractors or agents or joint ventures shall have at any time exercised any functions or responsibilities on behalf of LG in connection with this RFP and shall not have presently or in the past had any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Firm, except as fully disclosed and approved by LG. Respondents shall further be aware that if awarded work on the Project, in the performance of this RFP the Firm shall assure that no such person having such conflicting interest shall be employed.

**Review of Proposals**

LG will not allow review of the Firm's Proposals by other Submitters. Submitted Proposals will remain Private.

**END OF SECTION 3**

## Section 4

### Proposal Format

Firms should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" pages, neatly typed and double-sided, with normal margins and spacing. Proposal shall be limited to 25 pages. All documents and information must be fully completed and signed as required. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

Please submit an original Proposal and an electronic copy of the submission in response to this Request for Proposal (RFP). The Proposals are to be submitted in a sealed envelope bearing the name of the Proposer, and the address and the title of the RFP no later than **4:00 P.M. EST** on the date listed on the Schedule.

The Proposal shall be written in sufficient detail to permit LG to conduct a meaningful evaluation. The Proposal must include the following information:

#### LABEL EACH SECTION AS NUMBERED

Firms shall submit a Proposal which shall include, but not limited to, the following:

##### 1. Introduction

Introduce the Proposal, including a statement of Firm's approach and philosophy for providing landscape services. Provide the name of the Firm, the mailing address, telephone number, email, and name of the contact person.

##### 2. Statement of Qualifications

- Include a detailed description of Firm, including years in business, staff profile, and experience.
- Submit a copy of the Commonwealth of Kentucky records indicating when the corporation was organized and the corporation number.
- Include copies of all active professional licenses and certifications held by the Firm under Kentucky Law to provide the required services.
- Include proof of the required insurance.
- Provide a statement certifying that the Firm is financially stable and has the necessary resources, human and financial to provide the landscape services required.

##### 3. Firms Past Experience

- Provide a list of similar projects/clients:
  - Scope of work
  - Owners' reference contact information
- Include at least three (3) professional references from current or past clients (within five (5) years) that LG may contact prior to contract award.

- Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration (not to exceed three (3) pages).

#### 4. Team Experience

- Firm must identify all key personnel Firm intends to employ for this scope of work.
- Provide the resume of the proposed Lead Executive Director overseeing the landscape work. Include their related work experience and qualification and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also indicate the percentage of time this individual will be devoted to the LG's contract.
- Provide resumes of the proposed key personnel that will provide services to the park. Include their related work experience and qualifications and copies of all required and relevant certifications. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the LG's contract.

#### 5. Methodology, Transition & Approach to the Project

- Include a work plan of how the scope of work will be achieved for LG.
- Discuss how Firm will maintain the maintenance schedule and include the estimated hours needed to maintain the park.
- Include an equipment inventory listing all equipment and vehicles to be used for this landscaping contract. Indicate equipment that currently exists in your fleet and equipment that would need to be procured if a Contract is awarded to your Firm.
- Describe the communication plan, availability of an on-site supervisor and contingency plans when supervisor is not available.
- Describe the technology tools your Firm uses to stay innovative and responsive to clients.
- Discuss quality assurance methods and reporting methods to the client.
- Describe the Firm's vision of customer service and quality.

#### 6. Budget

Provide an annual budget that includes everything necessary for the completion and fulfillment of the scope of work, including, but not limited to, furnishing all transportation, materials, equipment, and all management, supervision, permits, labor, and services to comply with the scope of work. **Include a line item for each included service.** The payment schedule shall be on a monthly fixed-price basis. Include the time and materials items as separate items in the budget.

7. **The attached Proposal forms must be completed (with all blanks filled in), executed, and properly notarized.**

**END OF SECTION 4**

## **Section 5**

### **Contact Forms and Attachments**

#### **Forms**

- 1. Proposal Contact Person Information**
- 2. Written signed Proposal as outlined in Section 4 above.**
- 3. Written signed Bid Form.**



**Proposal Contact Person Information Form**

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the contractor in accordance with any terms and conditions set forth in this document, and (4) the contractor will accept any awards made to it as a result of the offer submitted herein for a minimum of one hundred eighty (180) calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: \_\_\_\_\_

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

City/State: \_\_\_\_\_

Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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

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

**Legacy Grove Park**  
**Landscape Maintenance Bid**  
**Form**

The undersigned having thoroughly reviewed the Request for Proposal for Landscape Maintenance dated \_\_\_\_\_ (“RFP”) and all attachments thereto and intending to be bound by the terms and conditions thereof do hereby submit the following firm lump sum and unit price bids for the services outlined in the RFP:

Lump sum for **Landscape Maintenance**  
(to be paid in twelve (12) monthly installments): \$ \_\_\_\_\_

Charge for Extra Work on as directed:

1. Snow and ice removal for labor and equipment  
(per occurrence) \$ \_\_\_\_\_
2. Landscape crew of four with equipment (per day) \$ \_\_\_\_\_
3. Mowing/Bush-hogging of Nature Trail area (per  
occurrence) \$ \_\_\_\_\_

Signed this \_\_\_ day of \_\_\_\_\_, 2023 to be made a part of my response to the RFP and intending to be bound by same upon selection and acceptance of my proposal.

BIDDER

\_\_\_\_\_ Title \_\_\_\_\_  
Authorized Representative

**END OF SECTION 5**

## Section 6

### General Guidelines and Information

#### 6.1 DEFINITIONS

- a) “LG.” Legacy Greenscapes, Inc. operating Legacy Grove and/or its representatives.
- b) “Contract” is a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the LG and the other party.
- c) The word “Proposal” means the documents timely remitted by Proposer or Respondent, in response to this solicitation.
- d) “Proposer” or “Firm” or “Respondent.” All contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
- e) The words “Scope of Services” or “Scope of Work” mean Sections 1.0 and 2.0 of this solicitation, which details the work to be performed by the Proposer. The word “Solicitation” means this Request for Proposal (RFP) document, and all associated addenda and attachments.

#### 6.2 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein.

#### 6.3 LOBBYING

All Respondents, their agents and proposed sub-consultants or subcontractors, are hereby placed on notice that neither Legacy Grove, any evaluation committee members, nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub-consultants or subcontractors who violate these guidelines will not be considered for review. The Executive Director (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

#### 6.4 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Executive Director, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents’ technical inquiries shall be confirmed in writing via electronic mail. Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, will be issued electronically to Firms who emailed [djackson@legacygreenscapes.org](mailto:djackson@legacygreenscapes.org) indicating they want to receive addendums.

#### 6.5 ORAL REPRESENTATION

No oral representation made by LG staff shall be binding. The contents of this RFP and any subsequent addenda issued by LG shall govern all aspects of this solicitation.

## **6.6 ADDENDA**

If any solicitation revisions become necessary (other than changes to the deadline for response submission), an addendum will be issued at least seven (7) calendar days before the date scheduled for opening the responses. LG may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline.**

## **6.7 CANCELLATION OF THE SOLICITATION**

LG reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of LG.

## **6.8 CONTRACT**

The selected Respondent understands that this solicitation or the response shall not constitute a contract with LG. No contract is binding or official until responses are reviewed and accepted by LG. The selected Respondent shall be required to sign a contract that LG determines at its sole discretion to be fair, competitive, and reasonable. LG shall provide a preliminary contract for the Firm's review if such Firm is selected for an oral presentation.

## **6.9 DEVELOPMENT COSTS**

Neither LG nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a response to this solicitation. All information in the response shall be provided at no cost to LG.

## **6.10 RESPONSE SUBMISSION AND OPENING**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The responses shall identify the solicitation and title specified on the cover page of this solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. LG assumes no responsibility for responses not properly marked.

LG will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

## **6.11 ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to LG.

## **6.12 WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying LG either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving notice on an authorized representative of the Respondent. Responses, once received, become the property of LG, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by LG during subsequent contract negotiation.

### **6.13 REJECTION OF RESPONSES**

LG reserves the right to reject any or all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of LG; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any material irregularities. LG may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance and not prejudicial to other Proposers. A minor irregularity is defined as those that will not have an adverse effect on LG's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

### **6.14 WRITTEN PROPOSAL EVALUATION/ORAL PRESENTATIONS**

LG will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this solicitation. Following the submission and evaluation of the written Proposals, LG will request the highest-ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations will be scheduled by LG. Following the completion of oral presentations, LG may select a Firm for contract award.

### **6.15 CONTRACT AWARD**

LG anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of LG.

Prior to contract award, the Respondent(s) shall submit documentation reflecting required insurance coverage. LG shall be included on the insurance documentation submitted to LG at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

### **6.16 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND**

**SUPPLIERS** This RFP shall require that the Respondent submits with its Proposal a listing of all subcontractors or sub-consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of LG.

### **6.17 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow LG a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken,

the LG shall determine the acceptability of the proposed exceptions. LG, after completing

evaluations, may accept or reject the exceptions. Where exceptions are rejected, the LG may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the LG is under no obligation to accept any exceptions. *If no exception is stated, the LG will assume that the Respondent will accept all terms and conditions.*

#### **6.18 PROPRIETARY/CONFIDENTIAL INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will NOT be available for public inspection after opening of Proposals.

#### **6.19 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion.

Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

**END OF SECTION 6**