

REQUEST FOR PROPOSAL

Kenton County Conservation District Invasive Plant Species Management RFP # 2023-001

Kenton County Conservation District (KCCD) is requesting proposals from experienced vegetation management firms to conduct invasive plant management at various KCCD properties all located within Kenton County, Kentucky. The initial contract period is two (2) years with an additional one (1) year option period. The requested services are expected to begin in the fall of 2022.

SUBMITTAL DATE & TIME

Proposals shall be received on or before **August 29, 2022 at 4:00 PM**. Proposals received after the closing time will not be accepted. Proposals will only be accepted via U.S. Postal Service mail or courier delivery. Proposals should be addressed to:

Kenton County Conservation District
ATTN: RFP # 2023-001
5272 Madison Pike, Second Floor
Independence, KY 41051

QUESTIONS

Questions related to the Request for Proposals (RFP) may be submitted to the District Manager via email at heather.mayfield@kccdky.org. Offerors may submit questions through **August 12, 2022** in order to allow a timely response before the submittal date. KCCD anticipates providing one collective response to all submitted questions on or before **August 17, 2022**.

DISCLOSURE

KCCD anticipates receiving a proposal from Williams Creek Management, which employs one of KCCD's board members. This board member has recused themselves from the RFP development and proposal selection process.

1. BACKGROUND

KCCD is a Special Purpose Government Entity responsible for carrying out a comprehensive program to protect our soil, water, and other natural resources. It works closely with the USDA Natural Resources Conservation Service and the Kentucky Cabinet for Environmental and Public Protection. The Conservation District operates in the Kentucky Division of Conservation under the Kentucky department of Natural Resources.

KCCD has allocated funding to continue to control invasive species across Conservation District properties. While Conservation District staff devotes time to invasive species control, it is the intent of the Conservation District to contract with an experienced vegetation management firm to assist in this effort.

2. SCOPE OF WORK

The intent of this Request for Proposal (RFP) and resulting contract is to acquire non-native invasive species control services for a period of two (2) years with an additional one (1) year option period. Invasive species management for this program will occur at various Conservation District properties all located within Kenton County, Kentucky. It is currently anticipated that KCCD's Morning View Heritage Area

located at 15168 Decoursey Pike, Morning View, KY will be the primary location for the majority of task orders issued under this RFP.

KCCD reserves the right to conduct invasive species operations using Conservation District staff and resources separate from work performed under this contract. Separate requests for proposal may be issued by the Conservation District for services, not within the scope of this contract.

The contractor's staff must be available for consultation with KCCD staff on an as-needed basis for the duration of the contract. Professional consultation for planning and implementing non-native invasive plant species control programs, and consultation and preparation of maintenance plans for completed work, including but not limited to future control and restoration recommendations.

The work performed under this contract will consist of multiple, separate task orders each initiated by the Conservation District Manager. The contractor will be contacted prior to each task order with a work request including the location of the targeted species, a map of the general area to be treated, and any special considerations to be observed and performed by the contractor. A site visit with KCCD staff may be required prior to the start of any task order for a particular area (see Appendix A for additional Task Order details).

KCCD will identify multiple areas during the contract term for which nonnative invasive plant removal and control will be required. Work for any given task order may include hand pulling, mechanical removal, shrub and small tree removal (<8" DBH), and herbicide application. Work within natural areas may be within close proximity to native plant species which are to be protected during activities associated with this contract.

3. INVASIVE SPECIES CONTROL ACCEPTABLE METHODS

3.1 KCCD will identify multiple areas during the contract term for which non-native invasive plant removal and control will be required. The contractor will be solely responsible for providing all personnel, equipment and vehicles needed for the completion of work.

3.2 All treatments shall be performed in accordance with industry standard methods established by species to maximize effectiveness of treatments, unless otherwise determined based on a site-by-site basis. KCCD minimum expectation of success from any type of method used is control of at least 80% of targeted species for each area undergoing treatment. These methods may include but are not limited to:

A. Mechanical methods of control, including but not limited to, hand removal, hand tools and small power tools.

B. Herbicidal methods of control, applied with portable sprayers, as appropriate for the specific site conditions. (Contractor will be solely responsible for providing chemicals of proper dilution based on application conditions. Contractor will be solely responsible for appropriate signage as requested by the KCCD District Manager to indicate areas that have been treated and to limit access by the public. No overnight on-site storage of chemicals is permitted on KCCD properties.

C. Prescribed burning in accordance with Kentucky Revised Statutes and industry accepted practices such as those of the Kentucky Prescribed Fire Council.

3.3 The following non-native invasive plant species are of special concern to KCCD. The contractor’s proposed methods should be tailored to these species. However, other plant species to be targeted that are not included in this list may be identified on a site-by-site basis.

Scientific Name	Common Name	Scientific Name	Common Name
<i>Alliaria petiolata</i>	Garlic mustard	<i>Phalaris arundinacea</i>	Reed canary grass
<i>Celastrus orbiculatus</i>	Asiatic bittersweet	<i>Phragmites australis</i>	Common reed
<i>Elaeagnus spp.</i>	Olive species	<i>Polygonum cuspidatum</i>	Japanese knotweed
<i>Lonicera spp.</i>	Honeysuckle species	<i>Rosa multiflora</i>	Multiflora rose
<i>Lythrum salicaria</i>	Purple loosestrife	<i>Typha angustifolia</i>	Narrowleaf cattail
<i>Iris pseudacorus</i>	Yellow iris	<i>Ranunculus ficaria</i>	Lesser celandine
<i>Microstegium vimineum</i>	Yellow iris	<i>Cynanchum louiseae</i>	Black swallow-wort
<i>Conium Maculatum</i>	Poison Hemlock	<i>Ligustrum</i>	Privet

4. PROPOSAL REQUIREMENTS & SELECTION CRITERIA

4.1 Proposal Requirements - To be considered for this contract, interested contractors shall submit a typed proposal to KCCD that includes the components outlined in the steps below.

A. Technical approach - Prepare a program statement for achieving objectives. This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables (e.g. success rates).

B. Program Summary - Submit a written narrative of the approach that you may use for the program specifically identifying methods and products to be used and the times of the year treatment will occur.

C. Statement of Position & Approach - Prepare a position statement highlighting the specialties and strengths of your firm. Submit any material that may explain alternative approaches, which may be considered for the program as you feel are necessary at this stage of involvement.

D.. Statement of Business Information & Qualifications - The attached Statement of Business Information & Qualifications must be completed and submitted with the proposal.

E. Project Manager and Primary Staff Background - Indicate education, background, and recent relevant experience. Specialized skills should be clearly highlighted. Skills such as training in proper herbicide methodologies, vegetation monitoring, certifications, knowledge of plants and tools that will be used to conduct the work and restoration experience. If key staff are yet to be hired, e.g., summer labor crews, the contractor shall provide a detailed description of the requirements for employment and any specific training programs that are utilized.

F. Past Experience - Evidence of three (3) to five (5) projects within the past five (5) years that demonstrate a successful history of invasive plant eradication. Provide project name, location,

date, client contact, species targeted, summary of methods used, approximate area of project, and total cost.

G. Price Quote – Complete Appendix B Price Quote in ink and submit with proposal.

H. Business Information and Qualifications – Complete Appendix C Business Information and Qualifications in ink and submit with proposal.

4.2 Selection Criteria - The following criteria will be used to rank qualified firms by assigning point values based on responses provided in the RFP. Scoring will be out of a maximum 100 points total.

Criteria	Maximum Points Assigned
Unit Pricing Structure	30
Demonstrated ability in past projects	25
Quality of proposal and technical approach to project	25
Credentials of key personnel, particularly the project manager or project lead	10
Working relationship with previous clients.	10
Total	100

5. SELECTION PROCESS

5.1 Basic Steps. KCCD intends to award this contract to the lowest price quote and/or best based on qualifications, background and experience to achieve program objectives. The following five basic steps will be followed for the selection process:

- A. Receipt and review of statements of qualifications & RFP.
- B. Narrow selection to the best qualified firms.
- C. Interviews with the best qualified firms (at KCCD discretion).
- D. Ranking of the top firms to identify the best qualified firm.
- E. Final selection and notification of successful firm.

5.2 Proposal Opening. Sealed proposals will be received at the Kenton County Conservation District until **4 pm on August 29th**. The sealed proposals will be opened at a public meeting at the Kenton County Conservation District on **August 30th, at 5 pm.**

5.3 General Requirements. The following general requirements will apply to all proposals:

- A. All Proposals become the property of KCCD upon receipt and will not be returned to the Offerors. Costs incurred for developing Proposal are entirely the responsibility of the Offeror and will not be reimbursed by KCCD.
- B. All Proposals received after the deadline will be rejected. Proposals will be only be accepted via U.S. Postal Service mail or courier delivery.
- C. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of and kind. KCCD may waive an immaterial deviation in a Proposal. KCCD's waiver of an immaterial deviation will in no way

modify the RFP document or excuse the Offeror from full compliance with all requirements if awarded the contract.

- D. Offeror may withdraw its Proposal by submitting a written withdraw request to KCCD, signed by its authorized agent.
- E. KCCD will not accept alternate Agreement language. A Proposal with such language will be considered a counter proposal and will be rejected.

5.2 General Requirements: The following general requirements will apply to all proposals

- F. All Proposals become the property of KCCD upon receipt and will not be returned to the Offerors. Costs incurred for developing Proposal are entirely the responsibility of the Offeror and will not be reimbursed by KCCD.
- G. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of and kind. KCCD may waive an immaterial deviation in a Proposal. KCCD's waiver of an immaterial deviation will in no way modify the RFP document or excuse the Offeror from full compliance with all requirements if awarded the contract.
- H. Offeror may withdraw its Proposal by submitting a written withdraw request to KCCD, signed by its authorized agent.
- I. KCCD will not accept alternate Agreement language. A Proposal with such language will be considered a counter proposal and will be rejected.

6. TERMS & CONDITIONS

6.1 Sales Tax Exemption - KCCD is a governmental agency exempt from all local, state and federal taxes.

6.2 Board Rights to Accept - KCCD Board of Supervisors reserves the right to accept separate quotes on various items of work, or to accept any combination of items, or to reject any or all proposals, and to waive any technical deficiencies or irregularities in the proposals.

The Board intends to award this contract to the lowest and/or best proposal that is submitted in accordance with the requirements of these documents. Every item line of the price quote document must be filled in with a quoted price or acknowledgement of "no quote".

6.3 Non- Assignability - This agreement, and the rights and duties hereunder, shall not be assigned in whole or in part without the express written consent of KCCD.

6.4 Insurance - The contractor shall maintain public liability, property damage, product liability, fire and theft insurance in amounts and from an insurer acceptable to KCCD. This coverage must remain in place throughout the term and any extension of the contract. Certification of such insurance shall be filed with and approved by KCCD. The contractor shall pay for all premiums and expenses incurred for the insurance. The contractor shall be responsible for all claims for damage and personal injury caused by his agents and employees, or omissions causing such injury or damage (including all claims for causing the death of any person). Liability Insurance at a minimum shall:

1. Have a limit of liability of not less than \$1,000,000 inclusive for any one occurrence;
2. Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the contractor;

3. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to KCCD;

4. Name KCCD including its supervisors, employees and volunteers as additionally insured while performing their duties on behalf of the KCCD.

6.5 Worker's Compensation Insurance - The contractor shall be responsible for workplace safety and insurance contributions and other incidental expenses, and no extras will be allowed for such items.

6.6 Additional Work - No work can be performed by the contractor for any task order until the task order proposal has been approved by the KCCD District Manager, and the contractor has received authorization to proceed by the KCCD District Manager.

6.7 The Occupational Health and Safety Act - The contractor shall comply with all conditions and regulations of the Occupational Health and Safety Act 1978 and amendments thereto, any other federal or provincial statute or local bylaw concerning safety or any other phase of his work on this contract.

6.8 Permits, Fees and Certificates - Unless otherwise noted, the contractor shall apply for, obtain and pay for all permits and inspection fees required for the work hereinafter specified. The contractor shall provide to KCCD copies of all permits or certificates as may be required to comply with regulations governing this type of work.

6.9 Compliance with Codes, Regulations and By-Laws - The contractor agrees to obey all government, municipal and underwriters' codes and regulations, etcetera and perform all work in accordance with the requirements of bylaws in force in the area where the work is to be carried out. Contractor shall maintain compliance with any codes, regulations, by-laws, etcetera, regulating the use of herbicides in the State of Kentucky.

6.10 Indemnification - The contractor shall indemnify KCCD, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the KCCD, its agents or employees, by reason of the errors or omissions of the contractor, in regard to this proposal or any contract which results, including any charges arising as a result of any health and safety violation on the part of the contractor.

The contractor hereby grants KCCD full power and authority to settle any action, suit, claim or demand on such terms as KCCD may deem advisable, and hereby covenants and agrees to pay KCCD on demand all monies paid by KCCD pursuant to any such settlement, together with the reasonable costs of KCCD or its solicitor in defending or settling any such action, suit, claim or demand.

6.11 Preservation of property and responsibility for damage - Care shall be exercised to avoid injury to personnel, the general public, property or equipment. The contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from any cause whatsoever during performance of the work.

6.12 Employees of contractor - All persons performing services for the contractor (if any) shall be solely employees of the contractor or subcontractors and not employees of KCCD. The contractor shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all such personnel.

KCCD reserves the right to refuse any such employee(s) assigned by contractor in performance of this contract if, in the KCCD sole opinion, such employee(s) is/are determined to be detrimental to KCCD interests or impair working relationships with KCCD.

6.13 ISSUING AGENCY--CAUTION: Contractors who have received this document from an outside source, not the issuing office (KCCD), or obtained the documents from the KCCD website, should immediately contact the issuing office and provide their name, mailing address, email address, phone/fax number in order that communications can be sent to them if necessary. Contractors who fail to notify the issuing office with this information assume complete responsibility in the event that they do not receive communications from the issuing office prior to the closing date.

APPENDIX A - TASK ORDER DETAILS

The work performed under this contract by the awarded contractor will consist of multiple, separate task orders each initiated by the KCCD District Manager. The contractor will be contacted prior to each task order with a KCCD Work Request including the location of the targeted species, a map of the general area to be treated, and any special considerations to be observed and performed by the contractor. A site visit with KCCD staff may be required prior to the start of any work for the project area.

Work performed under this contract may take place in aquatic, meadow, and forested areas with a diversity of plant life and may be located near sensitive aquatic environments. The contractor shall employ methods of invasive plant control that will minimize harm to existing beneficial native species, including making sure all equipment is clean and weed-propagule free before entering natural areas (this includes shoes, clothing, mechanical and non-mechanical tools and vehicles).

TASK ORDER AGENDA

Upon receipt of KCCD Work Request, the contractor shall, within 10 business days contact the KCCD District Manager to discuss the task order, deliverables, and methods of control and treatment appropriate to the area. Services required for each individual task order shall be negotiated between KCCD and the contractor. The following deliverables listed below may be required prior to the commencement of work depending on the nature of the specific project and tasks selected. The task order scope of services may include other services proposed by the contractor that are appropriate to meet the goals of this program. After discussion of the task order and receipt of required deliverables discussed, the KCCD Project Manager will provide notification to the contractor authorizing the commencement of work.

1. The contractor shall submit a description of the methods, timing and tools proposed to be used to perform the work, along with a proposed work schedule as well as a description of any/all specialized training or industry standard techniques that may be used to minimize non-target damage at the proposed sites.
2. A total fixed-price estimate showing a detailed breakdown based on the negotiated unit prices.
3. Demonstrate awareness of the difficulties in the completion of this undertaking, and a plan for surmounting them.
4. Indicate the expected percentage of eradication at the project location for pertinent invasive species if different from KCCD minimum required rate of 80%.

5. Following any task order area treatment, a report must be submitted to provide detail of the completed treatment and an assessment of effectiveness and eradication success. Reports will consist of the following requirements:

A. Dates and times of completed work.

B. The methods & herbicides used within the treatment area along with the name of the product, amount applied, percent of herbicide concentration, surfactant, percent of surfactant, application conditions, and equipment/vehicles used.

C. A general map showing the location and areas of invasive species treatment performed.

D. An assessment of success of treatment in the project area.

E. Recommendations on future treatments, restoration, and maintenance.

F. The completed report shall be submitted to the KCCD District Manager in (1) one hard copy and/or digital format.

QUALIFIED STAFF

1. The contractor shall employ qualified staff that is able to distinguish between beneficial native plant species and harmful invasive plants. The contractor shall ensure that all field staff are appropriately certified by the State of Kentucky (or reciprocal state licenses) to apply herbicide in the field.

2. The KCCD District Manager shall have the authority to direct the contractor to remove certain staff from the project if, in his/her opinion, such staff is not qualified to do the work.

3. KCCD will assess compensatory damages against the amount to be paid to the contractor for unauthorized removal of native species and other damage beyond the usual operation of equipment. The amount of damages to be assessed for unauthorized removal of native species will be negotiated on a task order-by-task order basis.

APPENDIX B PRICE QUOTE

The information requested on this page should be completed in ink and submitted with a typed proposal.

The contractor must submit the following information as part of the price quote:

A. Provide fully burdened hourly labor rates for staff positions. This list may be adjusted during negotiations with the successful Contractor.

B. Provide unit prices for the material to be used. This list may be adjusted during negotiations with the successful Contractor.

I/WE _____ of _____,

Authorized Signature

Company Name

having examined the Request for Proposal and general conditions do hereby offer and agree to complete contracted work as described in the specifications and at the prices stated below.

UNIT PRICING

Unit prices as indicated are for furnished and executed work and shall govern for all work performed. These unit prices shall include all overhead and profit as well as price of labor and material. Unit prices are to be net for items supplied, work complete, and are to include all incidental items.

ITEM 1 – HOURLY STAFF PRICING

Provide hourly labor rates for staff positions. Examples of these are listed below. This list may be adjusted during negotiations with the successful Contractor. (Contractor should add any additional staff positions required to complete this program).

Position Description	Rate per Hour
Manager	\$
Technician	\$
Horticulture/Botanist	\$
Laborer	\$
Total	\$

ITEM 2 – MATERIAL AND EQUIPMENT UNIT PRICING

Provide unit prices for the material and equipment to be used. Examples of these are listed below. This list may be adjusted during negotiations with the successful Contractor. (Contractor should add any additional materials required to complete this program).

Material/Equipment	Unit			Unit Price
Skid Steerer	Day			\$
Hand Tools	Day			\$
Herbicide Glyphosate 41%	Gallon			\$

Herbicide Triclopyr 61%	Gallon			\$
ATV/UTV	Day			\$
Mobilization/Demobilization	Event			\$
Per Diem	Day/Person			\$
Total				\$

Pricing Changes. The subsequent Task Orders will be a firm-fixed price agreements and will include all charges that may be incurred in fulfilling the requirements of the Task Orders. All changes must be approved by the Conservation District Manager.

The request for a change in the unit price shall include as a minimum: The cause for the adjustment, proposed effective date and the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

Company Name

Initials

Date

APPENDIX C - BUSINESS INFORMATION & QUALIFICATIONS

The information requested on this page should be completed in ink and submitted with a typed proposal.
All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

1. Name

Name of Company

Business Address (Permanent Main Office)

City, State, Zip Code

2. Date Business was organized ___/___/___ Individual Partnership Corporation

If company is a Corporation, indicate where business is incorporated _____

3. Federal Tax Payers I.D. Number or Owner's Social Security Number: _____

4. Name of President: _____

5. Name of Treasurer: _____

6. General character of work performed by your company:

7. Have you ever failed to complete any work awarded to you? ___ Yes ___ No

If yes, indicate where and why: _____

8. Have you ever defaulted on a contract? ___ Yes ___ No

9. Past Project References

Project Name & Description

Contact person

Phone No.

10. List your major equipment available for this contract:

Note: Persons signing this Quote Form on behalf of the company/corporation must attach to this quote form a copy of the corporate resolution authorizing the signature made on the corporation's behalf.

Authorized Signatory (Print)

Title

Signature

Date

--- END OF PROPOSAL 2023-001 ---

