



## BID INVITATION

### Mulch: Shredded Rubber, Wood or Rubber

Sealed bids will be received at the Christian County Board of Education, P.O. Box 609, 200 Glass Ave., Hopkinsville, KY 42241-0609, until 12:00 p.m. March 6, 2025 for **Mulch**.

#### General Specifications

Bids will be opened and acknowledged for receipt at 12:00 p.m. March 6, 2025. Any bids received after said date and time will not be considered; however, no awards will be made until after the review is complete. Bids must be sealed in an envelope that is clearly marked "**Mulch**" and delivered to the Christian County Board of Education ATTN: Jessica Darnell. All proposals are subject to verification.

The Christian County Board Of Education reserves the right to accept any bid, reject any or all bids, and to waive any informalities received where such acceptance, rejection, or waiver is considered to be in the best interest of the CCBOE. CCBOE also reserves the right to reject any bid where evidence or information submitted by the Bidder does not satisfy the CCBOE that the Bidder is qualified to carry out the requirements of the contract documents.

#### Specifications:

1. Specifications provided herein are for descriptive purposes to guide the vendor in interpreting the standard of quality, design and performance required.
2. Bidder may choose to submit bids on one or all three types of mulch specified within the bid invitation: shredded rubber, wood or rubber mulch. Only bidding on one type of mulch will not disqualify any vendors.
3. The successful bidder will be required to offer a surety of 100% of the amount bid before a contract will be issued. The surety may take the form of a performance bond or irrevocable letter of bank credit naming the Christian County Board of Education as the payee in the event of failure to perform per the specifications set forth in this invitation.
4. Each bid must include proof of insurance coverage for liability and property damage in an amount not less than \$1,000,000. The bid must include proof of Workers' Compensation insurance as applicable under Kentucky law. This insurance must be maintained during the course of the contract with the Christian County Board of Education. Loss of insurance coverage may result in immediate cancellation of the contract with the vendor.
5. Before installing the material, the vendor must clear the areas to be improved of any accumulation of debris or rubbish at the site. Said rubbish shall include tree limbs, rocks and other items that may be a hazard if covered by materials.
6. Before submitting a proposal, the Vendor shall visit and examine the site(s) to confirm the nature and scope of the work along with any special instructions concerning areas to be omitted,

boundaries, special care areas, and measurement markings for depth of mulch. No work is to be sublet without written permission of the designee of the Christian County Board of Education.

7. Vendor shall begin work starting immediately after the award of the bid is announced and approved by the Board of Education.
8. All mulched playground areas will be filled at least to the fill marks designated at each location.
9. Vendor shall furnish all materials, labor, equipment, tools, and supplies to complete the job.
10. Each school will be considered one location for bid.
11. All playground areas currently containing mulch will be recoated with new mulch to the proper height. Each area will have a proper fill marking on the equipment for the depth of the mulch to be completed, which will be provided by the Christian County Board of Education's representative.
12. The locations for bid are as follows:
  - a. Crofton Elementary
  - b. Indian Hills Elementary
  - c. Freedom Elementary
  - d. Millbrooke Elementary
  - e. Pembroke Elementary
  - f. Sinking Fork Elementary
  - g. South Christian Elementary
  - h. MLK Early Learning Center

Any questions should be addressed to Trevor Herndon, Facilities Coordinator for the Christian County Board of Education at (270) 887-7090.

### **Contract Period**

The bid will be awarded for one year. The said contract may be cancelled at any time by either party upon notice of not less than thirty (30) calendar days from date of receipt. The effective date of the contract will be from July 1, 2025 through June 30, 2026.

### **Authentication of Bid Proposal and Statement of Non-Collusion and Non-Conflict of Interest**

By signing below the vendor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation);

That the cost quoted in the attached bid or bids responding to the Mulch Invitation to Bid are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That the content of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A);

That I have fully informed myself regarding the accuracy of the statements made above and that I have read the entire contents of this bid invitation and accept all the terms and conditions as part of my proposal and will be bound by the same. I am not relying on any statement, verbal or otherwise, not contained herein.

**Specifications for Shredded Rubber Mulch:**

Product: +5 mesh black shredded rubber mulch  
 Product Description: Black strand tire rubber  
 Specific Gravity: 1.5+/- 0.05  
 Moisture: 3% Maximum  
 Bulk Density: Approx 20 lbs/cu.ft.

	PRODUCT ANALYSIS			TEST METHOD
Chemical Properties		<u>MIN.</u>	<u>MAX.</u>	<u>D-297</u>
	Acetone Extract	5.0	20.0	
	Ash Contact	15.0	25.0	
	Carbon Black Content	10.0	20.0	Difference
	Rubber Hydrocarbon	40.0	65.0	
Physical Properties		<u>US Standard Screen</u>	<u>% Retained</u>	<u>D-1511</u>
	Sieve Analysis	+5 Mesh	100%	

**Specifications for Wood Mulch:**

ASTM C 136. 1 inch sieve: 100%, and playground surfacing guidelines of the US CPSC

**Specifications for Rubber Mulch:**

Bonded rubber fiber with at least an 8 foot fall height. ASTM F1292-04

**This proposal cannot be considered valid unless the bidder fully completes the information below:**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**Christian County Board of Education  
Required Sworn Statement Regarding  
Violation of Campaign Finance Law**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.395 and 45A.400, he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth.

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

\_\_\_\_\_  
Notary Public State \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

**Christian County Board of Education  
Required Non-Collusion Affidavit**

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is \_\_\_\_\_ of, \_\_\_\_\_, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

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

Subscribed and sworn to (or affirmed) before me, on this \_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires: