

Request for Proposal

Grounds and Lawn Maintenance - #2020-001

Bishop State Community College

351 North Broad Street

Mobile, AL 36603

Purpose: Bishop State Community College is a state supported two-year college in the Alabama Community College System. The purpose of this RFP is to solicit proposal for all labor, equipment, and materials as noted to provide the annual grounds and lawn service for all campus locations for Bishop State Community College including the following addresses:

Main Campus	351 N Broad Street, Mobile, AL, 36603
Central Campus	1365 Dr. Martin Luther King Jr. Blvd, Mobile AL 36603
Southwest Campus	925 Dauphin Island Parkway, Mobile, AL 36605
Carver Campus	414 N Stanton Road, Mobile, AL 36617
Trucking Campus	4551 Halls Mill Road, Mobile, AL 36693

RFP Response: Please provide a complete bid response to the following 3 categories - addressing your firm's capabilities to meet the college's expectations for price, quality, and performance.

- 1) Wet-signed *formal Bid response sheet* w/unit pricing listed
- 2) Enclose 3 *references with* contact info from satisfied customers within the past year
- 3) Complete all *required forms* and affidavits as noted on the RFB checklist

Formal Proposal Response Sheet: The formal proposal response sheet should be filled out electronically, then printed and wet-signed and included in your proposal package. When submitting your bid, please closely review the specifications listed on page 3-10 of this document. Please note the bid price of each portion of the scope shall include all costs as noted in the specifications, including any fees for acquisition and delivery where the contractor is supplying materials or equipment.

References: Provide 3 references for us to review and contact if we have further questions. Please include pictures and examples of past similar landscape agreements with other institutions.

Required Forms: Please complete and return the RFP checklist and all properly signed and/or notarized forms and affidavits as required by the state of Alabama's laws and regulations regarding procurement with state public funds. Please review any federal guidelines that apply.

Sealed proposals (only) will be received until Tuesday December 3rd, 2019 at 1:00pm. At 1:15pm, the college will unseal and begin evaluation with the goal, but no guarantee, that a decision will be made the same week. As a member of the public you are invited to attend the unsealing at the address below. However no decision will be made at the public meeting.

Questions about this request for proposal should be directed to:

Kenney Holder
Director of Facilities
kholder@bishop.edu
251.405.7172

Sealed proposals should be clearly labeled on the outside and directed to:

Bishop State Community College
Business Office
Adam Merkle, *Purchasing Agent*
SEALED #2020-001
351 N Broad Street
Mobile, AL 36603
(251) 405-7128
amerkle@bishop.edu

IV. Specifications

The College is requesting the following:

Scope of Work

The Contractor shall maintain an environment that is clean, safe and attractive to students, staff and visitors at all times. The importance of taking responsibility for the total appearance of the grounds is the responsibility of all employees as they are performing assigned tasks.

A detailed work schedule shall be established and submitted for approval no later than one week before contract work begins. This work schedule shall show specific areas, cleaning activities, and dates of service. This work schedule shall be kept up to date at all times.

The examples below are intended to demonstrate the scale/level of ground maintenance desired and expected in not only the items mentioned but in all grounds areas on all campuses. These statements do not exhaust all of the examples to be considered.

Bishop State Community College has the following campuses. Please review Attachment A for rough boundaries of campus properties. Official boundaries must be discussed with the Director of Facilities. The College may elect to award one, all, none or a combination of campuses.

Bishop State Community College
Main Campus
351 N Broad St.
Mobile, AL 36603

Bishop State Community College
Carver Campus
414 Stanton Rd.
Mobile, AL 36617

Bishop State Community College
Central Campus
1365 Dr. Martin Luther King, Jr. Ave.
Mobile, AL 36603

Bishop State Community College
Southwest Campus
925 Dauphin Island Parkway
Mobile, AL 36605

Bishop State Community College
Truck Driving Dept.
4551 Halls Mill Rd.
Mobile, AL 36693

Activity	Frequency
Mowing, weed-eating, edging and blowing	As needed, but no less than every 7 days, during normal growing season
Litter and debris removal from lawn prior to mowing and removal of all trash and debris from property before departure	Each occurrence
Pruning trees and shrubs and hauling off debris	As needed, but no less than twice per year
Furnishing and spreading mulch in beds	As needed, but no less than twice per year
Weed pulling, spraying and control	As needed, but no less than monthly
Pre-emergent application to lawns	As needed, but no less than annually
Pesticide application to beds and lawns	As needed, but no less than monthly
Planting and Maintaining Seasonal Bedding Plants in the Flower beds	As needed, but no less than seasonally
Irrigation system control, maintenance, and monitoring	As needed, and also when directed by owners in the event of watering restrictions
Monitoring landscape conditions and reporting any	Continuously

Mowing

Grassy areas will be mowed weekly during the normal growing season (Approximately March 1 –October 31) and as otherwise needed to maintain a neat and uniform appearance. The grass will be maintained at a height agreed to by the Executive Director of Facilities or designee.

Trimming

All immovable objects and areas that cannot be mowed will be trimmed at the same interval as the grassy areas are mowed. This includes drainage culverts and uncurbed areas that abut asphalt areas. Low hanging tree branches that impede the maintenance of grassy areas or planting beds shall be trimmed as necessary to accommodate mowing and maintain a neat appearance. Bushes and other plantings that require trimming/pruning shall be maintained accordingly.

Trash Removal

All trash, tree limbs and other debris shall be removed at the commencement of mowing operations in a specific area. The intent is to prevent the mowing from further distributing smaller pieces of debris over a greater area and is not meant to be a general policing of the grounds.

Tree Pruning and Leaf Removal

Any branches hanging below 7' above the turf grade shall be professionally pruned at least once per month. All leaves will be removed from grassy areas and plant beds/natural areas bimonthly or as needed in autumn.

Sidewalk and Curbing Maintenance

All sidewalks and curbing are to be cleared of grass clippings. Edges of sidewalks and curbing are to be edged as needed. Herbicides shall be used to control unwanted vegetation from growing in concrete and curbing cracks, crevices and divides. All herbicides shall be approved by the Executive Director of Facilities or designee. All MSDS sheets shall be provided by the Contractor when requesting approvals.

Plant Bed Weeding/Mulching

Weed planting areas as necessary to maintain a neat appearance of planting beds.

Turn mulch and weed these beds once in the spring (April/May) and apply new mulch beginning August. Maintain the mulch as required throughout the growing season as defined within mowing section.

Special Events

In the event of Special Events, the Contractor may be asked to weed and mulch beds and "spruce up" certain areas in preparation for said event. This rare occasion shall not incur added compensation outside of this contract.

Additional Provisions

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

The Contractor will:

1. Require all employees to report for duty in approved uniforms with logo and may be required to wear approved photo ID badges while on campus.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal.
3. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
4. Ensure employees do not have access to buildings or property unless on official duty.
5. Conduct a national criminal background check on all prospective employees before hire for the Bishop State Community College premises.
6. Ensure all applicable employment laws are followed.
7. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of Bishop State Community College's

representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.

8. Provide, for approval by the college, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide Bishop State Community College's representative written list of all key employees and should update upon changes.

Complaints

Customer complaint records will be maintained by the College representative(s). For each customer complaint, the College representative shall document the incident and report it immediately to the Contractor. The College representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints.

Other Requirements

The College reserves the right to add or decrease the size to this contract due to new construction, remodeling projects, or adding another campus under the same terms, specifications, and conditions of this contract. The rates for the new areas will be based upon the average price by size under this contract.

The Contractor shall provide a written quality assurance review report to the college representative during a monthly meeting to occur at a standing time on the main campus or at another location to discuss service quality. These meetings shall be held at a mutually agreeable time.

The Contractor and any Subcontractors must supply all equipment that is needed to provide full scope of services as stated in this invitation to bid.

The Contractor will take all steps necessary to protect the public and nearby property from damage during lawn care and maintenance activities. Any damages to the College's property as a result of the vendor must be remedied by the awarded vendor.

Term

The initial term of the agreement shall be for 12 months from commencement which is established by a College-issued Purchased Order. The College reserves the right to renew the contract for (2) additional (1) year terms. The College also reserves the right to cancel service at any time at its discretion by providing thirty day notice to the Contractor.

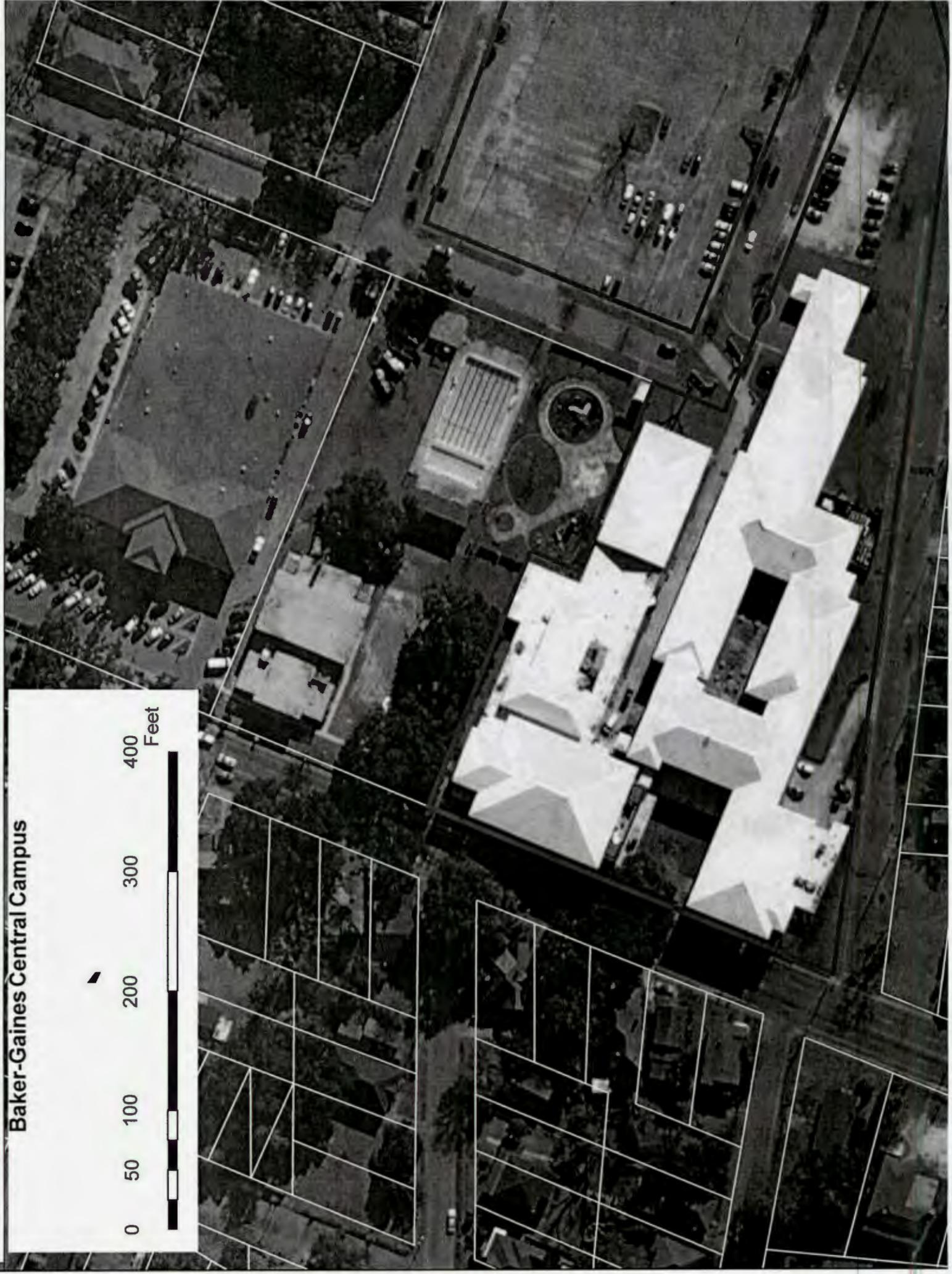
Cost Increases

Any annual cost increase request must be submitted to the Director of Facilities by September 30th for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase. Cost increases shall be managed the same way for any accepted alternates.

INTERMEDIATE SCALES DEMONSTRATE GENERAL CAMPUS CHARACTERISTICS, BUT PROVIDE MAINTENANCE SMALL SCALE ALL THE WAY TO ROADWAYS ENJOYING VISUAL PROSPERITY

Baker-Gaines Central Campus

0 50 100 200 300 400 Feet

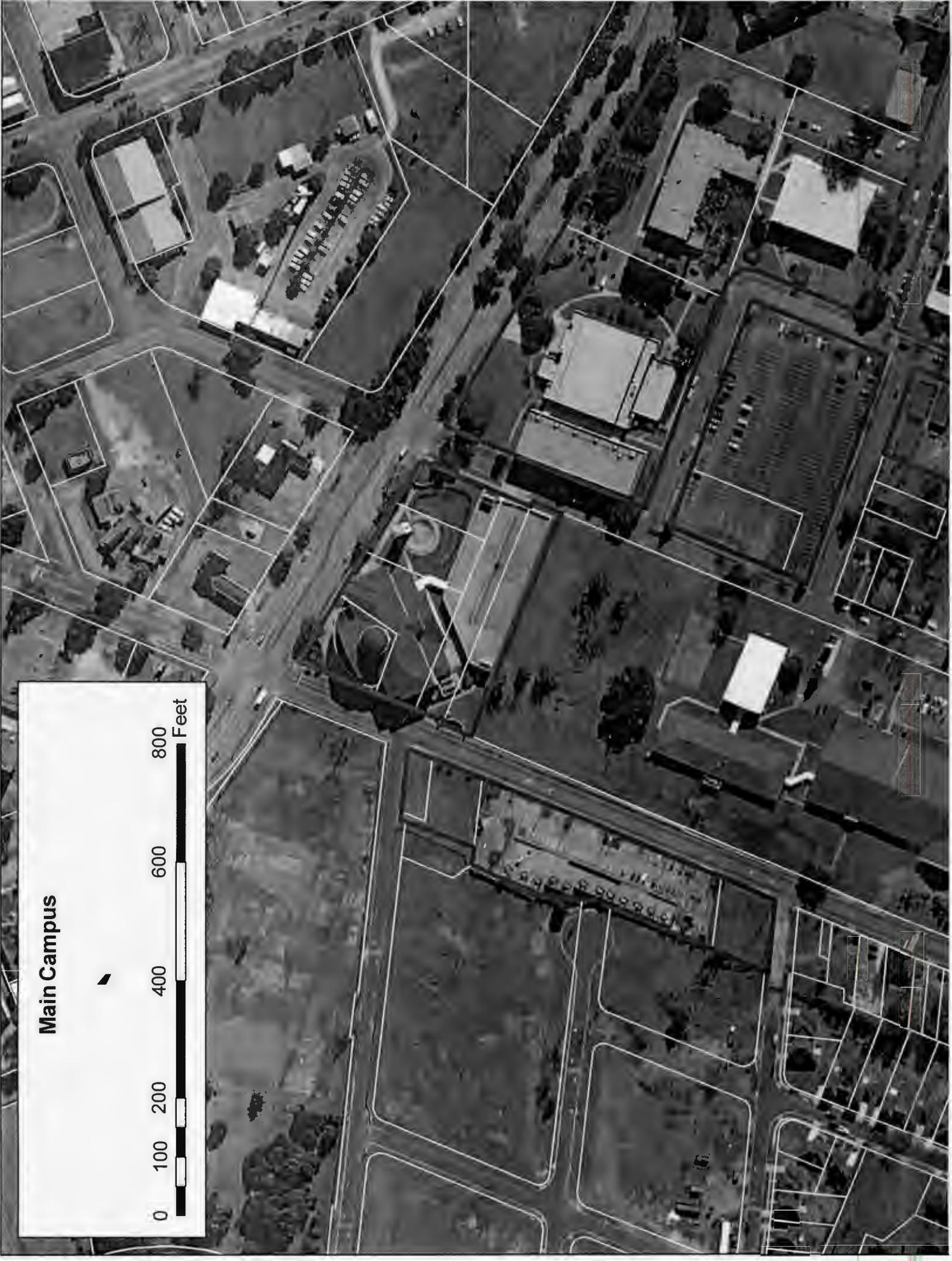


Carver Campus



0 50 100 200 300 400 Feet





Main Campus



Feet

Southwest Campus





Bishop State
Community College
Truck Driving School

Grass areas only

ADDITIONAL PROVISIONS

1. For the purpose of this RFP, the College designates a preference zone to include those entities operating within the state of Alabama.
2. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and waive information that might be in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College.
3. After the bids are opened, all bids become the property of the College and will be made available for public inspection.
4. The proposal is to be made without connections with any other person, company, or party making a bid proposal and is to be in all respects fair and in good faith, without collusion or fraud.
5. Bishop State Community College is tax-exempt under number: 49-1557. Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. **BY SUBMITTING THIS RFP or RFP, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557.** They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.
6. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama Community College System Board of Trustees.
7. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.00.
8. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to

your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

9. Invoicing frequency should generally be no more than once per month at the end of the billing period. Payment terms are net 30.

If Contract is awarded, the following conditions will apply and shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

10. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
11. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
12. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
13. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship

between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
15. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
16. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
17. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.