

Gadsden State Community College (College) will be receiving sealed proposals from qualified Offerors **until 1:00 P.M. on Tuesday, August 29, 2023,** for labor and equipment to maintain designated grounds and landscapes on all Gadsden State Community College campuses. Campuses are located in Anniston, Gadsden, and Centre, Alabama.

This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated based on the merits of the proposals; there will be no public opening and reading of responses received by the Purchasing Department.

GSCC is a comprehensive community college offering an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about GSCC visit www.gadsdenstate.edu.

SECTION 1.0 - GENERAL CONDITIONS AND INSTRUCTIONS INTRODUCTION AND OVERVIEW

The College is seeking proposals to establish a contract to supply all labor and equipment to maintain designated grounds and landscapes on all the College's campuses in a continuous professional manner for an initial one-year period beginning September 2023.

Maintenance as defined for proposal purposes shall include, but not be limited to, removing litter and debris, mowing, edging of all walkways, driveways and planting beds, hedge trimming, raking, weeding, weed eating, use of herbicides as needed, mulching, fertilizing, planting, and other related duties as outlined herein. This includes the visual appearance of the grounds and the health and condition of the turf areas.

The Offeror shall be fully responsible for the performance of its company and completion of all work as outlined in these specifications. The Offeror shall employ sound horticultural practices and methods that are standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner.

The College expects the successful Offeror to provide the customer service, time, resources, and personnel necessary to provide excellent grounds maintenance.

All campuses of Gadsden State Community College are tobacco free campuses. The Offeror and its employees will be expected to adhere to this requirement while on campus.

MANDATORY PRE-PROPOSAL CONFERENCE

Gadsden State Community College requires all prospective Offerors to attend a mandatory pre-proposal conference on Tuesday, August 15, 2023. All prospective Offerors must meet promptly at 1:00 P.M. in Room #210 of the Joe Ford Center on the East Broad Campus, Gadsden, AL. An attendance sheet must be signed, or proposals will not be accepted from Offerors who are not in attendance at the pre-proposal conference. Failure to attend this preconference will eliminate your proposal from consideration. It is especially important that you read the entire RFP prior to the pre-proposal conference and have your questions ready to present at this session.

The pre-proposal conference must be attended by at least one full-time, permanent employee of the Offeror and must be qualified to understand the information given during the pre-proposal conference and participate in any discussions held at such time. Offerors will be given a map of the campus service areas during the pre-proposal conference.

PROPOSAL SUBMITTAL

All RFP responses, technical information and any other attachments furnished to the College in response to this RFP must be submitted as follows: The original proposal and attachments with original signature along with the original proposal with signature in USB format/flash drive. Offerors who fail to follow this format may be disqualified from

the evaluation and award phase of this RFP.

All proposals are to be sealed when received and with the opening date and RFP number on the outside of the envelope. Electronic proposals will not be accepted.

Any answers/explanations to questions or "Exceptions to Terms & Conditions" must be clear and concise. Any exception taken to any portion of this RFP <u>MUST</u> be stated in the proposal. If Exceptions are not stated in the proposal, the College will assume compliance with all requirements as set forth in this solicitation.

The College is not liable for any errors, omissions, or misinterpretations in responding to this RFP.

After proposals are opened, all proposals become the property of the College and will be made available for public inspection.

Delivery

Proposals delivered by the U. S. Postal Service must be addressed to:

Gadsden State Community College

ATTN: Purchasing Department

P. O. Box 227

Gadsden AL 35902-0227

Proposals delivered by special courier service (FedEx, UPS) must be addressed to: Gadsden State Community College ATTN: Purchasing 1001 George Wallace Drive Gadsden Al 35903

Proposals may be hand-delivered to: Gadsden State Community College 1001 Korner Street Joe Ford Center, Suite 113 Gadsden AL 35903

Offerors desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to purchasing@gadsdenstate.edu, at least seven (7) calendar days prior to RFP submission deadline. Answers to such requests will be posted at https://www.gadsdenstate.edu/operating-financial-data.cms.

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

The College reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the RFP in the best interest of the College.

RFP SUBMITTAL PACKAGE

Only **complete** proposal packages at the time of the RFP opening will be considered. A complete RFP package will include the following:

- 1. Completed Proposal Sheet
- 2. Qualification Summary
- 3. Contract Information
- 4. Valid OTPS License for all proposed employees
- 5. Valid SLP License for all proposed employees
- 6. Valid Alabama Permit for Professional Services
- 7. Valid General Contractors License
- 8. E-Verify Memorandum of Understanding

PRICING, CONTRACT, AND RENEWAL OPTION

Pricing for this contract must be firm for an initial one-year period beginning upon date of award, exact dates to be determined. However, upon mutual agreement between the successful Offeror and the College, this contract may be renewed annually based on Offeror's performance for two (2) additional twelve-month periods. If the contract term is extended, terms in the specifications for the original RFP must remain the same for any period of extension. During any contract extension period, changes to prices and services must be mutually agreed upon by the College and Offeror.

The College may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination.

PROPOSAL OPENING AND RESULTS

Proposals will not be publicly opened. After the opening of proposals, the results will not be available to any Offeror until after an award is made.

EVALUATION AND AWARD

Prior work experience similar to scope and size as described in RFP including references, completeness and clarity of proposal, cost proposal, other criteria the College deems may impact the offeror's ability to provide required services.

It is the intent of the College to award this contract to a single Offeror who is deemed to be the most qualified, cost-effective, responsible supplier submitting the best overall proposal based on an evaluation of all qualified RFP responses. The Offeror bears sole responsibility for the items included or not included in the response submitted by that Offeror.

The College reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

A contract shall be awarded to the responsible and responsive Offeror who demonstrates the capacity required in the specifications and ability to meet the qualitative criteria described herein unless all the proposals are determined to be unreasonable or that it is not in the best interest of the College to accept any of the proposals. Minor irregularities in the proposal shall not defeat responsiveness.

The College expressly reserves the right to accept or reject any and all proposals, accept in whole or in part the proposal, if, in its sole discretion, the College believes the decision would be in the best interest of the College, and to waive any informality in the RFP award.

Any award made based on responses to this RFP is contingent upon available funding.

INVOICING AND PAYMENTS

The successful Offeror will provide the College with an invoice by the 10th of each month for the previous month's service. Payments will be made monthly with the payments being one month in arrears.

Terms are Net 30 Days.

Successful Offeror payment will be made after the service has been rendered and proven to be satisfactory to the College.

DEFICIENCY NOTICE AND CONTRACT TERMINATION

The College will make the sole determination as to the quality of work being performed and if the work meets specifications. Should the successful Offeror be deficient in any area of service delivery, a delinquency notice," 24 Hour Notice to Cure" will be issued to the successful Offeror. If the deficiency is not corrected within that 24-hour period, the College, in its sole discretion, reserves the right to terminate the contract or to hire a third party or use College maintenance personnel to correct any deficiencies. Any funds paid to such supplementing parties for the correction of deficiencies will be deducted from successful Offeror's next payment. Should the College choose to use the College's maintenance personnel, the rate charged will be \$50.00 per man hour.

Effect of Termination: All outstanding amounts owed shall become due and payable on the date of termination. Such payments shall be made no later than thirty (30) days after invoice is received.

INSURANCE

The Offeror shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, policies, and from claims for injury to, loss, or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Offerors operations under the scope of work, whether such operations be by Offeror anyone directly or indirectly employed by Offeror for whose acts offer may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The College shall be named as an additional insured on all policies.

The Offeror shall be responsible for any damage to Student, Faculty, Staff or College vehicles while performing their work on campus. The Offeror must report any damage of unoccupied vehicles to Campus Police.

The Offeror shall bear full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the College for any losses incurred in association with this agreement.

Before a contract is executed, the successful Offeror must provide the College a valid Certificate of Insurance (with the College listed as an additional insured) and shall maintain, during the life of this contract, with the following minimum insurance requirements:

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
AUTOMOBILE LIABILITY INSURANCE	Combined Single Limit \$1,000,000
	Autos covered: Scheduled auto. Coverage will therefore
	apply to any automobile operated by or on behalf of the
	contractor for landscape maintenance.
Worker's Compensation	Each Accident: \$1,000,000
	Each Employee: \$1,000,000
UMBRELLA LIABILITY:	Limits required:
	Each Occurrence: \$2,000,000 Drift Coverage: \$1,000,000
Employer's Liability	Statutory – Alabama
Commercial General Liability:	
Each Occurrence (Bodily Injury)	\$ 1,000,000
Each Occurrence (Property Damage)	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Products/Completed Operations General Aggregate	\$ 1,000,000
Automobile Liability	\$ 1,000,000 each accident – combined single limit

LEGAL REQUIREMENTS

The Offeror, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless the College, the Alabama Community College System (ACCS), the ACCS Board of Trustees and their respective officers, employees and agents, from and against any and all claims by or on behalf of any person, firm, corporation or governmental authority arising out of, attributable to, or in connection with any services, activities, operations, or obligations provided for, undertaken, delivered, performed or otherwise conducted pursuant to or in accordance with this RFP, Offeror's response thereto, and/or any subsequent agreement including, without limitation, any and all claims for injury or death to persons or damage to property.

It is mutually understood and agreed that the successful Offeror shall not sell, assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any 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 the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-Verify program will be required prior to any award to an Offeror who employs one or more employees within the State of Alabama.

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every proposal submitted and contract executed shall contain a certification that the supplier, supplier, 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 and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the Offeror is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the Offeror is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The Offeror certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency.
- b. That the Offeror has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The Offeror is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and
- d. The Offeror has not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

By submitting this proposal, the Offeror agrees to comply with all the provisions required for federal contracting and agrees to provide the College with appropriate documentation. These provisions include, but are not limited to, the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the Offeror acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

The following provisions 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:

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. 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. The contracting party/Offeror 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. 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 therefrom. 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. 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. 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. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

This agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of laws principles.

SECTION 2.0 - OFFEROR RESPONSIBILITIES AND REQUIREMENTS

Nothing in this agreement will be construed as authority for the successful Offeror to make commitments which will bind the College or to otherwise act on behalf of the College, except as the College may expressly authorize in writing.

The Offeror will be required to attend meetings to discuss the performance and needs of the College.

The Offeror's personnel must have an overall clean/neat appearance, uniform shirt including company name and PICTURE name tag must be worn at all times.

The successful Offeror agrees to abide by all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required and the payment of any taxes that are required.

The Offeror will be responsible for the repair or replacement cost of any damage to College property, other's property, caused by the use, misuse, or negligence of the Offeror's employees.

The Offeror must report to the Chief of Police, in writing, within 72 hours, the occurrence of damage to College property or other's property. Failure to report the damage within the specified time may be the cause of termination of this contract.

The Offeror agrees to indemnify, defend, save the College, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all persons whatsoever, in any manner, caused or contributed to by the Offeror, its agents, servants, or employees, while in, or about College premises on which the work under this RFP is to be done, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the Offeror's agents, servants or employees in or about the performance of any contract between the Offeror and the College.

The Offeror shall indemnify, defend, and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the Offeror has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

SUBCONTRACTORS

The successful Offeror shall not sell, transfer, assign or otherwise dispose of the contract to any third party.

FIELD DEMONSTRATION

Upon request by the College, a field inspection of the Offeror's, supplies and equipment may be required for evaluation purposes and shall be given at a site where the equipment/services are functioning in a comparable manner and

environment to that specified herein. Inspection should take place within five (5) working days of request by the College.

EQUIPMENT INVENTORY

Offeror may be required to provide the College a listing of all equipment owned and proposed for the contract. The equipment inventory must be provided to the College within three (3) of request. Requested information may include the quantity for each item listed and model year.

PERSONNEL

The College shall have the right to review and advise successful Offeror, in writing, regarding the employment and retention of Offeror's personnel for the implementation of this Agreement. The Offeror acknowledges that it has sufficient personnel to transfer to the College as needed to fulfill the obligations of this agreement. As well, Offeror must have standard documented disciplinary procedure.

STAFFING

Offeror agrees to staff the operation so that service is uninterrupted. Successful Offeror shall provide supervision for all persons working for the successful Offeror while on College premises. All personnel provided by the Offeror shall at all times remain the employees of the Offeror. In no event shall these individuals be considered employees of the College. The relationship of the Offeror and the College shall be that of an independent contractor. The cost of uniforms, hiring and all administrative matters concerning those employed, including wages and appropriate tax withholdings, are the responsibility of the Offeror.

Background Check - Offeror shall conduct a thorough background check on all of its employees assigned to the College including the following criteria: County Criminal Felony and Misdemeanor with Social Security Number Trace (include all counties within 7 years, based upon SSN trace), National Criminal Database, and National Sexual Offender Search. Background check must include drug screening. The Offeror's employees assigned to the College must have no record of any felony convictions. Results of background checks must be provided to the College upon request. Human Resources could request a review of the background check information on any contracted employee placed at the College.

Offeror shall provide sufficient employee backup, at their cost, in times of staff shortages due to vacations, illnesses, etc. and to ensure the consistent and efficient operation of all services specified herein.

Offeror agrees that all persons working for or on behalf of Offeror whose duties require them to be on the College's premises shall obey the rules and regulations that are established by the College and shall comply with any lawful directive given by any College Police Officer.

The Offeror shall control the conduct, demeanor, and appearance of its employees, and upon objection from the College, shall take all responsible steps necessary to remove the cause of objection or find a substitute employee(s) suitable to the College. The College reserves the right to insist on the discontinuance of assignment to the College of any of Offeror's employees considered incompetent, disorderly, or otherwise objectionable.

Offeror agrees that its proposal shall be submitted with the requirement that all wages paid to the workers shall be no less than the minimum prescribed by the State or Alabama Department of Labor for the specific profession in the area where the work is performed.

STRIKES

In the event of a strike by Offeror's employees or any other reason that results in the Offeror not being able to fulfill the obligations of the contract, the Offeror shall continue to provide uninterrupted service by sub-contracting or any other available means. Any failure for any reason to substantially perform is the cause for immediate termination or suspension of the contract in whole or in part at the discretion of the College.

PERMITS AND LICENSES

The successful Offeror will be responsible for complying with all federal, state, and local laws and regulations, including the necessary certification and the purchase of all permits and licenses for operating the specified service in Alabama under the requirements of this RFP.

SERVICE REQUIREMENTS

All personnel should be appropriately trained and supervised. Landscaping practices, equipment and materials will comply with accepted industry and OSHA safety standards, including "right-to-know" (hazard communication regulations). Copies

of chemical and material safety data sheets will be provided to the College upon request.

All services must be provided in a professional manner. If items or services are defective or damaged or do not meet the specifications, they are to be serviced again or replaced immediately by the successful Offeror at no additional cost to the College. If the successful Offeror cannot honor the terms of the RFP, the company may be removed from the College's preferred vendor list.

Any damage to the roads, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the successful Offeror shall be promptly repaired or replaced at the expense of the successful Offeror to the satisfaction of the College.

On-Site Supervisor - Offeror shall provide sufficient on-site supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervisor" will be a person designated to be at the work site, and function as the selected Offeror's point of contact for the College. The successful Offerors must provide the name, telephone number, cell phone number, fax number and email address for the on-site supervisor. The On-Site Supervisor must follow up with the Director of Facilities monthly, on an agreed upon date, to address issues or concerns.

Areas to be maintained - Areas to be maintained will be provided at the mandatory pre-proposal conference. By submitting a proposal, the Offeror acknowledges that he/she is familiar with the sites and the proposed scope of work. The areas of maintenance and monthly services listed herein are believed to be correct; however, the College reserves the right to alter or vary the areas of maintenance, as well as monthly services for the contract period.

Properly Functioning Equipment – Offeror's landscape and ground equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the College shall direct the Offeror to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the College. The Offeror shall be responsible and liable for injury to persons caused by the operation of the equipment. Offeror's vehicles will be properly identified and maintained in a neat and professional manner. The Offeror shall be responsible for storing its equipment and supplies. Offeror's equipment will not be stored on College property.

The Offeror shall be responsible for notifying the College of any sprinkler system malfunctions, as evidenced through brown patches, broken parts, or missing heads. Offeror is responsible to repair any damage to sprinkler heads damaged during performance of duties.

The Offeror shall be responsible for the removal and dumping of brush material collected from campus grounds off campus as a result of work performed.

The Offeror shall notify the College regarding all plant materials damaged by weather or traffic accidents.

Parking of Offeror's vehicles, trucks and trailers will be in designated areas as directed by the College. No driving on walkways or turf will be allowed. No unloading or parking on the streets will be allowed unless directed by the College. Equipment to be offloaded at extreme North and South parking lots.

PAYMENT

Payment for work shall be authorized on a monthly basis upon successful completion of all appropriate work as indicated herein and receipt of appropriate invoicing. If the Offeror's performance does not show completion of maintenance items to the College's specifications, the College shall request corrective action to be taken at no additional charge to the College.

No additional work is anticipated to be requested outside the scope of work. Should the College require additional work, the amount for the additional work must be agreed upon by the College and Offeror.

PLANT REPLACEMENT

Offeror shall replace, at no cost to the College, any plant material damaged due to improper maintenance or neglect including, but not limited to improper trimming, fertilization or chemical application or improper irrigation due to the

Offeror's failure to properly maintain College landscape and grounds.

The College will determine if plant material shall be replaced due to improper maintenance or neglect or due to circumstances beyond the Offeror's control. If plants must be replaced due to Offeror's improper maintenance or neglect, Offeror will be responsible at no cost to the College for replacement and it shall include removal and disposal of damaged plants and all required bed preparation. Plant material requiring replacement due to circumstances beyond the Offeror's control, i.e., traffic accidents, pedestrian foot traffic, etc. shall be replaced upon agreement by the College and Offeror.

PAVERS

Offeror shall report all damaged or discolored pavers within the service area. Offeror shall be responsible for herbicide application for weed control to all pavers within or abutting all service areas. Cost of this service shall be included in proposal pricing. Offeror is responsible for damage to any pavers and edging due to Offeror equipment.

SECTION 3.00 - PROJECT REQUIREMENTS

Provide all labor, products, equipment, and services necessary to maintain site landscape and grounds work for specified areas for contract term.

Grounds and landscape maintenance includes, but is not limited to blowing of sidewalks, parking lots and roadways, as well as maintaining all landscape and site work as described herein. The removal of trash, litter, blowing paper, debris, dust and mud from landscape areas and other areas littered as a result of maintenance operations is included. Removing leaves and dead tree limbs. Removing debris from storm drains. Maintenance does not include emptying trash receptacles in any of the designated service areas.

Maintain all plants in a growing, well-formed, healthy, and thriving condition, by watering, fertilizing, pruning, spraying, weeding, mowing, straightening, or by other necessary maintenance operations. Planting annuals for spring and fall as designated in the Seasonal Color Maintenance described in this RFP. Design and plants to be approved by the designated College representative.

JOB CONDITIONS

Coordinate the work requirements of this RFP with those of other trades performing work on the College campus.

Examine conditions under which work is to be performed and notify the College representative in writing of unsatisfactory conditions.

Do not perform work until conditions are satisfactory and acceptable.

Maintain stakes set by others until removal is mutually agreed upon by all parties.

Periodically, College outdoor events occur in the designated landscape maintenance service areas. The successful Offeror must take care to work closely with the College representative to coordinate landscape maintenance in a manner that does not conflict with these events.

QUALITY STANDARDS

Codes and Standards: Alabama Pest Management Handbook, Vol. 2, latest edition.

PRODUCT STORAGE AND HANDLING

Successful Offeror will use and store its own packaged materials in manufacturer's original containers showing weight, analysis, and name of manufacturer. Successful Offeror will provide annuals, additional shrubs, and seed. Application of College provided supplies must be scheduled with College representative to ensure products are available at the right time.

PRODUCTS

WATER

- A. The College will provide potable water.
- B Successful Offeror provides necessary hose, attachments, and accessories.

SOIL AMENDMENTS:

- A. Slow-release Fertilizer:
 - 1. Characteristics:
 - a. Resin-coated, homogenous, or heterogeneous controlled release fertilizer for ornamental plants.
 - b. Chemical components (14-14-14): Ammonium nitrate, ammonium phosphate, calcium phosphate, and potassium sulfate.
 - c. Commercially available.
 - d. Conforming to State and Federal fertilizer laws.
- B. Plant nutrient solution:
- 1. Characteristics:
- a. Water based nutrient solution for soil application on newly installed trees.
- b. Chemical analysis (6-20-5):

Total Nitrogen (N) 6.00%Available Phosphoric Acid (P_2O_3) 20.00%Soluble Potash (K_2O) 5.00%

lron (Fe) .10% .10% lron (Fe)

Chelated Zinc (Zn) .05% .05% Zinc (Zn) Chelated

Manganese (Mn) .05%

.05% Manganese (Mn) Chelated

Boron (B) .02%

Copper (Cu) .05% Molybdenum (Mo) .0005%

- c. Commercially available.
- d. Conforming to State and Federal fertilizer laws.
- C. Lime
- 1. Ground or crushed agricultural lime.
- 2. Containing not less than 85% of total carbonates.
- 3. 90% passing 10-mesh screen.
- 4. Not less than 25% passing a 100-mesh screen.
- 5. Dry and free-flowing.
- 6. Apply at rate specified in Soil Test Report.
- D. Decomposed Organic Matter (Soil Conditioner):
- 1. Well-rotted.
- 2. Containing no weeds, grasses or plants, their seeds, or any substance harmful to plant growth.
- 3. Of uniform composition.

MULCH AND/OR PINESTRAW (ground coverage must be refreshed twice yearly):

- A. 100% shredded pine bark (tree, plant and groundcover pits and beds):
- 1. Free from wood, cambium, sawdust, leaves, twigs, insects, grasses, or weeds, their seeds, other foreign material, and any substance harmful to plant growth.
- B. Pine Straw (pine tree plantings):
- 1. Free from leaves, twigs, insects, grasses, weeds, plants, and their seeds, other foreign material and any substances harmful to plant growth.

CHEMICAL WEED CONTROL:

- A. Pre-Emergent (in grass areas):
- 1. Selective pre-emergent with no residual soil activity. Select from chemicals recommended by the <u>Alabama Pest Management Handbook.</u>

- 2. Commercially available.
- 3. Adhere to manufacturer's recommendations for strength, rate and method of application.
- B. Pre-Emergent (in bed areas):
- 1. Selective pre-emergent with no residual soil activity. Select from chemicals recommended by the Alabama Pest Management Handbook.
- 2. Commercially available.
- 3. Adhere to manufacturer's recommendations for strength, rate, and method of application.
- C. Herbicide:
- 1. Non-selective post-emergent with no residual soil activity. Active ingredient: Isopropylamine salt of Glyphosate.
- 2. Commercially available.
- 3. Adhere to manufacturer's recommendations for strength, rate and method of application.
- 4. Acceptable manufacturers:
- a. Monsanto Agricultural Products Company: Roundup.
- b. Approved substitution.

EXECUTION

GENERAL:

- A. Provide maintenance according to:
 - 1. Guideline performance specifications herein.
 - 2. Required service list and monthly maintenance guidelines herein.
 - 3. Accepted horticultural practices and techniques.
 - 4. Manufacturer's recommendations for material use.
 - 5. Applicable State laws and local ordinances.
- B. Landscape debris, trash, litter, leaves, garbage, and mud removed under the work of this contract shall be removed from site and properly disposed of off-site. The College does not provide any facility for dumping.
- C. Apply appropriate spray to remove all weeds in fenced areas.
- D. Cut back all road right-of-way areas to at least 10'.
- E. Monthly services include checking and cleaning drainage.
- F. Remove leaves and litter.
- G. Remove leaves and dead tree limbs.
- H. Check and clean storm drains.

FERTILIZING:

- A. Fertilize trees, shrubs, and lawns per manufacturer's recommended rates in accordance with the monthly maintenance guideline herein.
- B. Cultivate and water beds or pits thoroughly after application.
- C. Adjust fertilizer in accordance with interim Soil Test Reports.
- D. Plant Nutrient Solution:

Mix rate: 1 pint/100 gallons of water.

Application rate: 20 gallons/each tree.

E. Provide lime application for turf and seeded areas based on soil test results. Successful Offeror is responsible for soil tests. Successful Offeror provides required lime. Lime applications must be scheduled with College representative to ensure product is available at the right time.

PRUNING:

- A. Remove dead wood and sucker growth as it becomes evident.
- B. Do not top or remove terminal growing point or 'leader' of any plant.
- C. Review pruning practices with College representative before pruning any living portion of any plants.

INSECT AND DISEASE CONTROL:

- A. Maintain all plants and grass in a pest and disease-free condition by approved means.
- B. Observe all applicable laws, statutes, and ordinances regulating the purchase, use, application, and licensing for all pesticides.
- C. Where possible, combine approved insecticide and fungicide to provide maximum protection for all plants. Observe accepted integrated pest management practices.
- D. Follow manufacturer's recommendations.
- E. Application by licensed personnel.
- F. Observe all safety precautions.
- G. Trees: Inspect for pests and diseases. Spray for insect and disease control only as infestations are noted. Control shall be specific.
- H. Shrubs: If insect or disease infestation occurs, treat, and continue treatment until complete eradication.

WEEDING:

- A. Minimum weeding:
- 1. Two applications of chemical pre-emergent herbicide.
- 2. New Installations: Eight applications (during growing season) of chemical contact spray
- 3. Established plantings: Six applications (during growing season) of chemical contact spray
- 4. Follow <u>required service lists</u> for hand weeding requirements during the period from March 1 through September 30; remove all visible weeds weekly. Weed to remove visible weeds during the winter weekly.
- 5. Use a light-colored dye to identify areas treated with herbicide. The Contractor shall be responsible to herbicide all abutting sidewalks, streets, alleys, pavers, concrete medians and etc., where weeds are present.
- 6. Successful Offeror shall be responsible for replacing all damaged foliage caused by the use of herbicides.

 If foliage is damaged, due to the successful Offeror's performance, the College shall issue a "Notice of Awareness," which will allow the successful Offeror five (5) working days to correct all problems.

TURF MAINTENANCE:

- A. Mowing: Mow and edge lawn areas during the growing season, approximately March 1 through November 15 (year-round if over seeded with Winter Rye). Adhere to the following mowing schedule:
- 1. Mow and edge turf areas as needed to keep min 1 ½" to max 3". College personnel will measure any area that does not appear to be within the acceptable range.

- 2. Change mowing directions to prevent rutting of grass.
- 3. If Rutting accrues fill in with sand provide by Contractor.
- 4. High profile areas cut twice a week Monday's and Thursday's.

В.

- 1. Turf adjacent to parking areas must be cut, weeded, and blown off prior to 7:30 a.m., so as not to interfere with parking, potential damage to vehicles, effectiveness/quality of work.
- 2. Finish Mowing: Areas to be finished mowed will be discussed at the pre-proposal conference.
- C. Core Aerating:
- 1. Aeration of sod areas shall occur once each year during mid-spring or late summer using approved core aeration equipment, especially manufactured for this specific purpose. Break up and clean up cores.
- D. Herbicides are not to be used in areas that may cause erosion (such as ditches or waterways) or around the buildings.

MULCHING:

- A. Keep planting areas neat and uniformly mulched to a depth of 4" on a continuous basis. Remove old mulch, as necessary. Do not exceed 6" depth of mulch and do not cover root flairs.
- B. In addition to replenishing and re-spreading mulch and pine straw as necessary, completely replace mulch and Pine straw in all planting areas, the beginning of fall and spring term. Director of Facilities will provide dates for each term. Successful Offeror will provide mulch and pine straw. Applications must be scheduled with College representative. Pine straw and Mulch will need to be approved by the College.

STRAIGHTENING:

A. Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus, raising plants which have settled, and by other means.

CLEAN-UP:

- A. Keep all planting areas neat, weeded and uniformly mulched.
- B. Clean up adjacent walks and pavement littered as a result of maintenance operations immediately following mowing/weeding activities.
- C. Clean up as needed during the seasons.

SEASONAL COLOR MAINTENANCE:

- A. Maintenance includes pruning, dead heading, watering, weeding, mulching, and fertilization required to keep seasonal color in a vigorous, floriferous condition as specified herein.
- B. Plant and maintain the beds for spring and fall at the below locations.

Locations:

Ayers Campus-Main entrance (near Administration Building)

Valley Street Campus-Main entrance (near digital sign)

East Broad Campus-Science Building (front entrance)

Wallace Drive Campus-Digital sign near Wallace Fine Arts Center

Cherokee Campus-Digital Sign in the front of Academic Building

MONTHLY MAINTENANCE GUIDELINES:

The services listed herein are subject to change. The College reserves the right to negotiate prices for changed services in accordance with industry pricing.

A. January

- 1. Prune shrubs that have become too large or out-of-shape.
- 2. Inspect plants, shrubs and trees and remove any damaged or dead wood and/or shrubs.
- 3. Inspect planting areas and remove any debris or litter.
- 4. Check staking and weather protection of first year plants.
- Remove leaves, litter, and dead tree limbs.
- 6. Mulch bed areas as needed to replenish mulch levels.
- 7. Spray herbicides on winter weeds around January 15th.
- 8. Take soil samples.
- 9. Check moisture level in all planted areas and water if necessary.
- 10. Check drainage of planted areas; notify College representative if excessive water persists.
- 11. Fertilize every two weeks or as needed to maintain heavy growth and flowering. Use nitrate-based fertilizer.
- 12. Mow lawn areas to $1 \frac{1}{2}$ " to 3" if over seeded with winter grass.

B. **February**

- 1. Prune shrubs that have become too large or out-of-shape.
- 2. Inspect plants, shrubs and trees and remove any damaged or dead wood and/or shrubs.
- 3. Inspect planting areas and remove any debris or litter.
- 4. Check staking and weather protection of first year plants.
- Remove leaves, litter, and dead tree limbs.
- 6. Appy pre-emerge herbicides to lawn to prevent crabgrass February 15.
- 7. Apply pre-emerge herbicides to beds to prevent weeds February 15.
- 8. Check moisture level in all planted areas and water if necessary (weekly).
- 9. Mow lawn area to 1 %" to 3" if over seeded with winter grasses.
- 10. Remove any staking on one-year old plantings.
- 11. Spot spray any existing weeds with Round-Up.
- 12. Establish a good edge on all bed areas.
- 13. Prune, dead head and fertilize seasonal color.

C. March

- 1. Mow and trim all lawn areas to 1 ½" to 3".
- 2. Inspect plants, trees and shrubs and remove any damaged or dead wood and/or shrubs.
- 3. Check moisture level in all planted areas and water if necessary (weekly).
- 4. Reseed lawn areas where necessary.
- 5. Start pruning where necessary to maintain shape and form (do not shear).
- Prune and cut back to allow new growth to come out and remove winter damage to old growth.
- 7. Hand weed all bed areas weekly.
- 8. Deep-root feed all trees except pines (Peter's 20-20-20 or approved equal).
- 9. Prune, dead head and fertilize seasonal color.
- 10. Remove leaves, litter, and dead tree limbs.

D. April

- 1. Aerate all sod areas using approved means.
- Fertilize all lawn areas with analysis, with 50% slow-release nitrogen, or equal to soil sample reports.
- 3. Lime lawn areas as per soil sample reports.
- 4. Mow and edge lawn areas to $1\frac{1}{2}$ " to 3" as needed.
- 5. Fertilize shrubs, trees, groundcover area with Nursery Special by Sta-Green or equal.
- 6. Cultivate and weed all planted areas.
- Inspect all planted areas, remove any dead plants, and discuss replacement of dead plant with Director of Facilities.
- 8. Inspect all plant material (shrubs and trees) and prune any dead limbs.
- 9. Spot spray any weed problem areas.
- 10. Clean up any litter on lawn and bed areas as needed.

- 11. Inspect all areas for insect and disease damage and treat as necessary (weekly).
- 12. Remove any winter and/or early spring color after blooming.
- 13. Water lawns and planted areas as needed.
- 14. Prune shrubs after they have bloomed.
- 15. Inspect all plants and trees for insects and/or diseases and treat, as necessary.
- 16. Apply pre-emergent to any natural areas.
- 17. Prune hedges to keep shape and form, as necessary.
- 18. Hand weed all bed areas as needed.
- 19. Apply preventive spray for lace bug and leaf miner.
- 20. Remove leaves and litter on all lawn, streets, parking areas, and storm drains as needed.

E. May

- 1. Prune and fertilize varieties that have completed blooming.
- 2. Mow and edge all lawn areas to 1 ½" to 3" as needed.
- 3. Spot spray for weeds in planted and natural areas.
- 4. Hand Weed all groundcover and bed areas as needed.
- 5. Clean up litter on lawn and hard surface areas as needed.
- Inspect all lawn and planted areas for insects and/or disease and treat, as necessary.
- 7. Prune shrubs and hedges as necessary to keep shape and form.
- 8. Apply selective herbicides for weed control particular to each variety of lawn.
- Prune any damaged plants.
- Seed any Bermuda grass or Centipede areas or over seed with Bermuda grass or Centipede on any weak or damaged areas.
- 11. Prune, dead head and fertilize seasonal color.
- 12. Remove leaves, litter, and dead tree limbs.

F. June

- 1. Prune and fertilize varieties that have completed blooming.
- 2. Mow and edge all lawn areas to 1 ½" to 3" as needed.
- 3. Spot spray for weeds in all planted areas.
- 4. Hand Weed all groundcover and bed areas, as necessary.
- 5. Clean up litter on all lawn areas as needed.
- 6. Inspect all lawn and planted areas for insects and/or disease and treat, as necessary.
- 7. Prune shrubs and hedges as necessary to keep shape and form.
- 8. Apply selective herbicides for weed control particular to each variety of lawn.
- 9. Fertilize lawn areas except for Centipede.
- 10. Fertilize all bed areas.
- 11. Hand weed all bed areas as needed.
- 12. Prune, dead head and fertilize seasonal color.
- 13. Remove leaves, litter, and dead tree limbs.

G. July

- 1. Mow and edge all lawn areas to 1 ½" to 3" as needed.
- 2. Hand weed all bed areas as needed.
- 3. Spot spray weeds in all planted areas where applicable.
- 4. Clean up litter on all hard surface and lawn areas as needed.
- 5. Inspect all lawn and plant areas for insect and/or disease and treat, as necessary.
- 6. Prune shrubs and hedges as necessary to keep shape and form.
- 7. Check all bed areas for mulch replacement as needed.
- 8. Prune, dead head and fertilize seasonal color.
- Remove leaves, litter, and dead tree limbs.
- 10. Completely replenish Mulch and Pine Straw in all planting areas to 4". Coordinate date with Director of Facilities.

H. August

- 1. Mow and edge all lawn areas to 1 ½" to 3" as needed.
- Hand weed bed areas as needed.
- 2. Spot spray weeds in all planted areas where applicable.
- 3. Clean up litter on lawn areas as needed.
- 4. Inspect all lawn and plant areas for insect and/or disease and treat, as necessary.
- 5. Prune shrubs and hedges as necessary to keep shape and form.

- 6. Fertilize all lawn areas in late August-early September with 8-8-25 analysis (low nitrogen).
- 7. Fertilize all groundcovers and bed areas.
- 8. Check all bed areas for mulch replacement as needed to 4".
- Prune, dead head and fertilize seasonal color.
- 10. Remove leaves, litter, and dead tree limbs.

I. September

- 1. Mow and edge all lawn areas to 1 ½" to 3" as needed.
- 2. Hand weed bed areas as needed.
- 3. Clean up litter on lawn areas as needed.
- 4. Inspect all lawn and planted areas for insects and/or disease and treat, as necessary.
- 5. Prune shrubs and hedges as necessary to keep shape and form.
- Apply pre-emergent to all Bermuda or Zoysia lawns unless over seeded with Winter Rye.
- 7. Apply pre-emergent to all bed areas.
- 8. Apply lime if soil tests show pH is low on lawn areas.
- Fertilize fall color beds.
- 10. Remove any summer color beds.
- 11. Take soil test if necessary for lime and fertilizer requirements.
- 12. Core aerate all sod areas using approved means as needed and approved by the College representative.
- 13. Remove leaves, litter, and dead tree limbs.

J. October

- 1. Mow and edge all lawn areas to 1 ½" to 3" as needed.
- 2. Monitor water needs.
- 3. Clean up litter on all lawn areas as needed.
- 4. Inspect all lawn and planted areas for insects and/or disease and treat them as necessary.
- 5. Prune any damaged plants.
- 6. Remove leaves, litter, and dead tree limbs.
- 7. Seed Bermuda or Zoysia lawns with Rye for winter color.
- 8. Fertilize any cool season grasses.
- 9. Prune, dead head and fertilize seasonal color.

K. November

- 1. Mow, edge and trim all lawn areas where applicable to $1 \frac{1}{2}$ " to 3".
- 2. Check mulch in beds and replace to 4" where necessary after fall leaf drop.
- 3. Check all planted areas for water requirements.
- 4. Weed and cultivate beds for winter.
- 5. Prune, dead head and fertilize seasonal color.
- 6. Remove leaves, litter, and dead tree limbs.

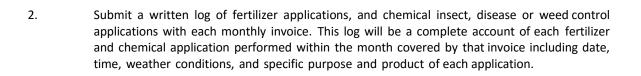
L. December

- 1. Clean up all litter and leaves on lawns as needed.
- 2. Mow, edge and trim all lawn areas where applicable to $1 \frac{1}{2}$ " to 3".
- 3. Check all planted areas for water requirements.
- 4. Fertilize winter color beds with liquid fertilizer two times.
- 5. Remove leaves, litter, and dead tree limbs.
- Completely replenish Mulch and Pine Straw in all planting areas to 4". Coordinate date with Director of Facilities.

REVIEW AND INSPECTION:

A. Periodic Review:

1. Successful Offeror shall schedule regular meetings and site inspections with the College representative.



Name of	Company:			
	orices must include all labor, equipment, tools, t all requirements specified herein.	ransportation, insurance, and supplies/materials, to		
The Offe	eror certifies that prices listed below are ind	icative of twelve, equal monthly payments.		
Offero	r must submit proposals on all campuses listed.			
1)	East Broad Campus (Gadsden)	\$		
2)	Wallace Drive (Gadsden Main Campus)	\$		
3)	Valley Street (Gadsden)	\$		
4)	Ayers Campus (Anniston)	\$		
5)	Cherokee Center (Centre)	\$		
I acknowledge receipt of the RFP and all amendments (new rounds). I have read the RFP and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this RFP. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.				
 Authoriz	ed Signature	Date		
Printed N	Name and Title			
Notary P	ublic Signature and Seal	 Date Commission Expires		



GADSDEN STATE COMMUNITY COLLEGE RFP 23-1883 GROUNDS AND LANDSCAPING MAINTENANCE SERVICES QUALIFICATION SUMMARY

Name of Company:	

Provide the company's qualification summary. The summary should demonstrate the company's capability to provide ground and landscaping maintenance services. Include the company structure, the number of employees your company has dedicated to ground and landscape maintenance, account representative's name and qualifications, and number of years the company has been in business.



GADSDEN STATE COMMUNITY COLLEGE RFP 23-1883 GROUNDS AND LANDSCAPING MAINTENANCE SERVICES CONTRACT INFORMATION

Name of Company:	
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List five (5) contracts and contact information that have been maintained by the Offeror during the past there (3) years, which are similar in scope and size to the services requested in the RFP.

Include:

- Duration and contract location
- Contract contact information
- Approximate acreage of each contract
- Whether contract is commercial or residential