



**Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937**

**Competitive Bid
Request for Proposal
This is Not an Order**

Lawn Care and Landscaping Services

Date: March 23, 2018
Pre-Bid Meeting (mandatory): April 5, 2018 at 1:00 p.m. King Hall Lobby
Proposals Due On: April 13, 2018 by 2:00 p.m.
Return Proposals To: Kennebec Valley Community College
Attn: Michael Marcoux
Facilities Maintenance Engineer
92 Western Avenue
Fairfield, Maine 04937
Telephone: (207) 453-5036
Email: mmarcoux@kvcc.me.edu



Competitive Bid Request for Proposal: Lawn Care and Landscaping Services

1.0 Overview

Kennebec Valley Community College (KVCC) is requesting proposals for lawn care and landscaping services on its main campus in Fairfield, Maine. This work is to begin in the spring of 2018 and end in the fall of 2018. Please refer to **Section 3.0, Scope and Specifications** for approximate start and end dates. The contractor must currently be in the business of providing lawn care and landscaping services of this type. The successful bidder will need to provide adequate equipment to do the job in a timely manner throughout the duration of the contract with KVCC. The successful bidder will be responsible for keeping the grass mowed as to not have excess grass clippings built up on the lawns throughout the campus. This contract shall include mowing, weeding, edging, trimming, mulching, and pruning.

Duration of the contract will be for 1 year, renewable twice, with reasonable inflationary increases, and by mutual agreement.

A detailed explanation of the scope and specifications is contained in **Section 3.0, Scope and Specifications**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 7.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Please refer to Enclosure 1: **Standard Terms and Conditions Applicable to All MCCC Contracts**.

2.0 Schedule

Pre- Bid Meeting: (Mandatory)	April 5, 2018 at 1:00 p.m. King Hall Lobby
Proposal Due On:	April 13, 2018 (2:00pm)
Review of Proposals:	April 14, 2018
Notification of Award:	April 16, 2018

Contacting references may require this period to be extended.

3.0 Scope & Specifications

3.1 Background

KVCC is a commuter college with a sixty four-acre campus in the town of Fairfield, with five buildings consisting of classrooms, labs, offices, parking lots, various terrains of fields, woods, secondary brooks, walking trails, lawns, shrubs, trees, and flower beds. The College is a public, non-profit, post-secondary institution which has strived to meet the educational needs of mid-Maine residents for over forty-three years.

3.2 Scope

The contractor shall furnish all labor, materials and equipment necessary to perform mowing and landscaping maintenance work in the proposal. The contractor will keep all equipment and tools in excellent working order throughout the mowing seasons as to not have unnecessary breakdowns. The contractor shall include in their proposal a final mowing and leaf/debris cleanup in late fall after the majority of leaves have fallen.

It shall be the contractor's responsibility to verify the areas are being maintained as described in the contract. Failure of the contractor to verify that the areas are being maintained shall not relieve the contractor of responsibility to provide all services required to the standards included herein, for the prices submitted in the Contractor's proposal. It is the intent of KVCC that this site be maintained in a resource efficient, sustainable, and cost effective manner.

3.3 Duration of Contract

The contract for lawn care services shall begin on approximately April 1st and end on approximately November 30th. Unless determined otherwise by mutual agreement between KVCC and the contracted vendor.

3.4 Days and Hours when work is to be performed

All work may be performed, Monday through Sunday with times starting no earlier than 7:00 a.m. and ending no later than sunset on any given day.

3.5 Specifications

- a) Contractor shall furnish all labor, equipment, hand tools, and materials necessary to complete the maintenance of turf and plantings.
- b) Contractor will keep all turf areas and plantings free of debris, such as tree branches, twigs and removing trash and disposing in dumpsters.
- c) All turf shall be mowed with professional quality mowing equipment in excellent working order. The contractor will provide a detailed list of equipment that he or she will be utilizing for said maintenance. This equipment list shall include size of mower(s) H.P., width of mower deck, model, and year built, trimming equipment,

blowers, edgers, and any other pieces of equipment the contractor feels necessary to accomplish the lawn care and landscaping.

- d) Contractor is responsible for trimming all obstacles within the designated areas, to include, around trees, edges of buildings, curbing and any obstacle that would be normally included.
- e) Contractor shall keep all flower beds and shrub areas free of weeds by cultural methods, such as weeding by hand and using hand tools.
- f) Contractor will be responsible for maintaining and edging all flower and shrub beds with gas powered edger's and disposing of any debris to designated areas. Edging shall be done once a month.
- g) Contractor will be responsible after each mowing and trimming to remove grass clipping off walkways, curbing, and parking lots by means of gas powered blowers.
- h) Contractor must take extreme care when trimming around trees and shrubs as to not compromise the outer layer of bark which would cause the tree to be susceptible to insect infestation.
- i) Contractor must maintain turf height of no less than 2-1/2 inches and no more than 3 inches at all times reasonable.
- j) Contractor must have baggers when turf is too long to mulch or when moisture conditions are too high to mow affectively without substantial clumping of turf debris.
- k) Contractor must mow at a reasonable speed as to make a clean cut of the turf areas.
- l) Contractor shall include in their proposal spreading mulch around all areas as described in the contract to include all flower beds, trees, shrubs and existing areas where mulch in present.
- m) Contractor shall include in their proposal 50 yards of Dark Pine Mulch and placement.
- n) Mulching shall be done twice per season, once at the beginning of mowing season, as weather permits and then once again no later than the start of the school year at the end of August. Mulch should be kept at a depth of around 3 inches at all times.
- o) Contractor shall trim all perennials, bushes, and trees back to a uniform appearance three (3) times during contract duration. This should be performed at start of mowing season, then at the beginning of July and again at the end of September.
- p) Spring clean-up will include cleaning up leaf, debris, branches, and repairing lawns as need and shall include adding loam, seed, and hay mulch where damages occurred from snow removal.
- q) Removal and replacement of damaged trees, shrubs, and perennials as determined based on contractor recommendation and KVCC approval.
- r) Fall clean-up will include a final mowing at the end of season and any necessary return visits for clean-up, to include leaf and debris removal from all turf areas, islands, flower beds, and shrubs and disposing debris in the designated areas. This shall include blowing off all hard surface areas.

3.6 Payment to Contractors

At the end of each month or every three weeks the contractor shall render to the Facilities Maintenance Engineer their invoice, for the services during the preceding month. This invoice shall include in detail, dates, hours worked with labor rates, equipment and materials used.

3.7 Price

Prices must remain set; however, may be subject to reasonable inflationary increases by mutual agreement. Pricing for mulch must not be subject to a minimum size order and must include transportation and delivery charges fully prepaid by the bidder to the college.

3.8 Inclement Weather Conditions

Contractor must if at all possible avoid mowing during rain or just after in order to avoid clumping and turf damage. Every effort must be made to bring the campus up to standards as soon as possible during weather delays and must absorb the extra work and cost incurred through delays.

4.0 Bid Review and Evaluation

Proposals will be evaluated by the following criteria:

- a) Specification match
- b) Equipment list
- c) Total price
- d) References from three (3) commercial accounts
- e) Comparative analysis of proposals

5.0 Examination of Specifications and Schedule

Each bidder or his authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

6.0 Contractor's Insurance

The contractor will be required to carry workers compensation insurance and liability insurance. Protecting KVCC and the Contractor from all claims of bodily injury or death, and property damage, arising out of the work performed under this agreement whether such work is performed by the contractor, a supplier, subcontractor and anyone directly or indirectly employed by any of them. The Contractor agrees to carry at a minimum not less than \$1,000,000.00 in liability for any individual claim or all claims arising out of a single occurrence. A copy of such policies or a certificate from the insurer, verifying

coverage, shall be furnished to KVCC before commencement of work. The Contractor agrees to carry all insurance required throughout the contract agreement and shall notify KVCC of any cancellations. If such cancellations arise the Contractor must seek another insurer for coverage of equal value.

7.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Michael Marcoux
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937

or via email mmarcoux@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

8.0 Preparation of Bids

KVCC seeks a Proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal shall include:

- The contractor's name(s)
- Contact information (address, phone, fax and email)
- Company quote with detailed specifications and pricing for labor and equipment listed
- Company specific terms and conditions

The proposal(s) shall include a stated price or prices for hourly labor rates and equipment rates. (Inclusive of all known or unknown costs associated with existing laws or government impositions) the relevant term of the proposal(s).

9.0 Submission of Bid

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be**

received no later than April 13, 2018 at 2:00 p.m.

All proposals are to be clearly marked “**Lawn Care and Landscaping Services**” and submitted to:

Mail proposals to:

Kennebec Valley Community College
Attn: Michael Marcoux, Facilities Maintenance Engineer
92 Western Avenue
Fairfield, Maine 04937

Deliver proposals to:

King Hall Maintenance Office #137
92 Western Avenue
Fairfield, Maine
(Call (207) 453-5036 prior to coordinate delivery of proposal)

Proposals may also be e-mailed to mmarcoux@kvcc.me.edu.

10.0 Withdrawal of Bids

All proposals must be valid for at least twenty (20) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension. KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facilities.

11.0 Taxation and Compliance

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

Dated: March 23, 2018

By: Michael Marcoux, Facilities Maintenance Engineer
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
(207) 453-5036
Email: mmarcoux@kvcc.me.edu

Enclosure (s): 1. Standard Terms and Conditions Applicable to All MCCS Contracts

March 23, 2018

Kennebec Valley Community College
Competitive Bid Request for Proposal
Lawn Care and Landscaping Services
Enclosure 1

**NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC
CONTRACTS**

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

KVCC DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to KVCC policies of insurance;
6. Pay attorneys' fees or costs for any other entity;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.