



CALHOUN COMMUNITY COLLEGE

Post Office Box 2216 • Decatur, Alabama 35609-2216 • Phone 256-306-2500 • www.calhoun.edu

February 22, 2024

To Whom It May Concern:

Calhoun Community College will receive sealed proposals for Grounds and Landscape Maintenance, RFP #24-07, in its Business Office until **10:00 A.M. on Wednesday, March 27, 2024** for the item(s) described and specified on the attached sheet(s). All proposals received after this time will not be considered. The proposals will be publicly opened and read aloud. **A Mandatory Pre-Proposal Conference will be held on Thursday, March 7, 2024 at 10:00 A.M. in Room 119 of the Math, Science, & Administration Building on the Tanner, AL campus.**

General Conditions and Instructions to Vendors:

1. All proposals are to be in sealed envelopes with the **opening date and RFP number to be on the outside of the envelope**. Proposals should be mailed to: **Calhoun Community College, ATTN: Vanessa Looney, P.O. Box 2216, Decatur, AL 35609 or 6250 U.S. Highway 31 North, Tanner, AL 35671**. If you have questions regarding this RFP request, contact **Vanessa Looney, Director of Purchasing & Accounts Payable @ 256-306-2686**. We will not accept proposals that are faxed or emailed. Proposals must be **received** by the time and date listed above, not postmarked. Please note that Fed-Ex, UPS, and USPS have experienced delivery delays. Proposals delivered by Federal Express, Airborne Express, and all other delivery services must be labeled with "RFP enclosed" along with the opening date and RFP number on the **outside** of the delivery service's envelope.

Proposals may be hand delivered to Vanessa Looney in the Business Office on the third floor of the Math, Science, and Administration Building on the Tanner campus between the hours of 8:00 a.m. and 4:30 p.m., Monday through Thursday (except holidays) or may be brought to the RFP opening meeting. Note the location of the RFP opening meeting and allow sufficient time for parking and arrival to the RFP opening on time; no proposals will be accepted on the date of the RFP opening after the hour specified for the meeting to begin. The RFP opening will begin at **10:00 A.M. on Wednesday, March 27, 2024 in Room 119 of the Math, Science, & Administration Building**.

2. Only written modifications to proposals will be accepted.
3. Vendors may submit proposals on any one or all items listed. The College reserves the right to accept proposals in any combination, or reject any proposal or part thereof and to waive any technicality in the RFP which in its sole discretion is in the best interest of the College. The College expressly reserves the right to reject all proposals if, in its sole discretion, the College believes the rejection of all proposals would be in the best interests of the College. Awards may be issued to multiple vendors.
4. All proposals are to include delivery dates of merchandise. All shipping and handling charges shall be the responsibility of the successful vendor, unless stated in the RFP quote. All prices are to be quoted F.O.B. (Free on Board) to Calhoun Community College, Decatur, Alabama. The successful vendor must assume all liability/responsibility for damage in transit.
5. Reference in the specifications to name brands, catalog numbers, etc. is for identification purposes only and is no way intended to eliminate or discourage the offering of substitute items which equal or exceed the specifications. If substitute brands are offered, specifications for those brands must be included in the proposal package. Failure to supply these specifications may result in the rejection of the proposal. When the vendor does not state brand name or catalog number, it is understood the offer is exactly as specified.

6. Unless otherwise indicated, items furnished under the request must be new. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer.
7. Proposal prices are not to include tax. The College is a State of Alabama Institution. If your company gives a discount, this must be included in the quote.
8. **Attendance at the Mandatory Pre-Proposal Conference on Thursday, March 7, 2024 at 10:00 A.M. in Room 119 of the Math, Science, & Administration Building on the Main Decatur Campus is required in order to submit a proposal and it be considered.** See Section 1.05 for specific guidelines regarding the mandatory pre-proposal conference.
9. All items are to be free from defects in material and workmanship. If items are found to be defective or damaged or do not meet the specifications, they are to be replaced immediately by the Vendors at no additional cost to the College. If a company is awarded a proposal and the company cannot honor the terms of the RFP, the company may be removed from the College's preferred vendor list.
10. Quantities listed on the specification sheet are believed to be correct; however, the College reserves the right to alter or vary the quantities for a period of sixty (60) days from the RFP opening.
11. No payment will be made until all items have been received in good condition.
12. After the proposals are opened, all proposals become the property of the College and will be made available for public inspection.
13. The proposal is to be made without connections with any other person, company, or party making a proposal and is to be in all respects fair and in good faith, without collusion or fraud.
14. Nonresident Bidder Information: Section 39-3-5 of the Alabama code provides as follows:
 - (a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
 - (b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p. 348; Act 2001-637, §1.)
15. **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 proposal. 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.

16. For all contracts executed under bids, Alabama law now requires the following clause in all contract or agreements: ***"By signing this contract, the contracting parties affirm, for the duration of the 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."***
17. 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 BID, 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.
18. In submitting a proposal, the vendor agrees to execute a contract incorporating the General Conditions and Instructions to Vendors for any and all items which collectively shall constitute the contract, and if deemed required to execute Payment and Performance Bonds. Failure to do so shall result in forfeiture of RFP security.
19. RFP awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state, or federal). RFP 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 State Board of Education or the Department of Postsecondary Education.
20. Act 2001-955 requires the Disclosure Statement (included with this RFP) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.00.
21. Only **complete** proposal packages at the time of the RFP opening will be considered. A complete proposal package will include the following:
 1. Completed Pricing Sheets
 2. Alabama Disclosure Statement
 3. Fraud/Collusion Statement
 4. Certification Regarding Debarment
 5. E-Verify Memorandum of Understanding (entire document)
 6. IRS W-9 (www.irs.gov)
 7. Calhoun Vendor Form (see Calhoun website)
 8. OTPS License
 9. SLP License
 10. Alabama Permit for Professional Services
 11. Completed **Section 6** (References)
 12. Completed **Section 7** (General Vendor Information)
 13. Two Proposal Copies

Please submit your proposal in the order listed above.

Sincerely,



Director of Purchasing and Accounts Payable
Calhoun Community College



CALHOUN COMMUNITY COLLEGE

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Grounds and Landscape Maintenance RFP# 24-07 Request for Quote

IMPORTANT DATES TO REMEMBER:

**Thursday, March 7 @ 10:00 AM
Mandatory Pre-Proposal Conference
Math, Science, and Administration Building
Building #14, Room 119
6250 US Hwy 31 North, Tanner AL**

**Wednesday, March 27 @ 10:00 A.M.
Sealed RFP Deadline (NO exceptions!)
Math, Science, and Administration Building
Building #14, Room 119
6250 US Hwy 31 North, Tanner AL**



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Grounds and Landscape Maintenance Request for Quote RFP # 24-07

Calhoun Community College will be receiving sealed proposals from qualified vendors in the Business Office, Hwy. 31 North, Decatur, Alabama, **until 10:00 A.M. on Wednesday, March 27, 2024** for the following:

LABOR AND EQUIPMENT TO MAINTAIN DESIGNATED GROUNDS AND LANDSCAPES ON THE CALHOUN COMMUNITY COLLEGE'S CAMPUSES LOCATED IN DECATUR (TANNER, AL), DECATUR DOWNTOWN (ACA), AND HUNTSVILLE, ALABAMA

SECTION 1.0 - GENERAL SPECIFICATIONS

1.01 INTRODUCTION AND OVERVIEW

- 1.02 The College is seeking proposals to establish a contract to supply all labor and equipment to maintain designated grounds and landscapes on the College's three campuses in a continuous professional manner for an initial one year period beginning at the earliest agreed to date. See Section 1.15 following for possible renewal options.

Maintenance as defined for RFP purposes shall include removing litter, mowing, edging, hedge trimming, raking, weeding, weed eating, watering, 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.

- 1.03. The contractor shall be fully responsible for the performance of its company and completion of all work as outlined in these specifications. The contractor 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.

- 1.04 The College maintains a philosophy of excellence in all of its programs. The College expects the successful vendor to provide the customer service, time, resources and personnel necessary to provide excellent grounds maintenance.

All campuses of Calhoun Community College are tobacco free campuses. The contractor and employees will be expected to adhere to this requirement while on campus.

1.05 MANDATORY PRE-PROPOSAL CONFERENCE

- 1.06 Calhoun Community College requires all prospective vendors to attend a mandatory pre-proposal conference scheduled for Thursday, March 7, 2024. All prospective vendors should meet promptly at 10:00 A.M. in Room 119 of the Math, Science, & Administration Building on the Decatur Campus at Tanner, AL. An attendance sheet must be signed or proposals will not be accepted from vendors who are not in attendance at the pre-proposal conference. **Failure to attend this pre-proposal**

conference will eliminate your proposal from consideration. It is very important that you read the entire RFP request prior to the pre-proposal conference and have your questions ready to present at this session. Questions will only be answered at the pre-proposal conference. Vendors may email questions to Vanessa.Looney@calhoun.edu by 5:00 PM on Monday, March 4, 2024. **Prospective vendors will be given a Google Map view of the campus service areas during the pre-proposal conference.**

- 1.07 The pre-proposal conference must be attended by at least one full-time, permanent employee of the vendor, (not a subcontractor of the vendor) and must be qualified to understand the information given during the pre-proposal conference and participate in any discussions held at such time.

1.08 PROPOSAL SUBMITTAL

- 1.09 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 ONE (1) COPY WITH ALL ATTACHMENTS AND ORIGINAL SIGNATURE. Vendors who fail to follow this format shall be disqualified from the evaluation and award phase of this RFP.

- 1.10 Any answers/explanations to questions or "Exceptions to Terms & Conditions" must be clear and concise. Any exception taken to any portion of this request **MUST** be so stated on the included **EXCEPTIONS** page. If Exceptions are not stated in the proposal, the College will assume compliance with all requirements as set forth in this solicitation.

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

- 1.12 All proposals must be submitted in a sealed envelope with the notation: **"GROUNDS AND LANDSCAPE MAINTENANCE PROPOSAL FOR CALHOUN COMMUNITY COLLEGE"**.

- 1.13 No call-in, faxed OR emailed proposals will be accepted.

1.14 PRICING AND RENEWAL OPTION

- 1.15 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 vendor and the College, this contract may be renewed annually based on vendor's performance for two (2) additional twelve-month periods. If the contract term is extended, terms and prices in the specifications for the original proposal must remain the same for any period of extension.

- 1.16 It is the vendor's responsibility to verify any information and obtain any clarifications prior to submitting its proposal. The College is not liable for any errors or misinterpretations made by the vendor in response to the RFP.

- 1.17 The successful vendor under the specifications required in this RFP shall furnish at its own expense all equipment, labor, tools, mulch, pine straw, annuals (these are to be approved by the College), supplies, transportation, licenses, insurance, facilities and any other expenses necessary to fully perform any phase of this RFP. All other landscape materials/supplies will be provided under additional services per man hour rate.

- 1.18 **The College is exempt from state sales and use taxes and federal excise taxes, and no provisions for such taxes should be included in your proposal.**

1.19 RFP OPENING AND RESULTS

- 1.20 Vendors are invited to attend the RFP opening, but no information or opinions concerning the ultimate contract award will be given at the RFP opening or during the evaluation process. After the public opening of proposals, the results will not be available to any vendor until after an award is made.
- 1.21 No proposal may be withdrawn without approval by the College. Any request for withdrawal must be submitted, in writing, within ten (10) days after opening date. Vendor will be required to withdraw the entire proposal, if such a request is made.

1.22 RFP AWARD

- 1.23 **EVALUATION CRITERIA:** The criteria to be used to evaluate proposals, listed in their relative order of importance, are as follows:
 - 1. Experience and past performance of supplier as determined by supplier background information and references.
 - 2. Ability to meet specifications as described herein (ex: Number of employees, equipment owned)
 - 3. Cost Proposal.
 - 4. Interviews.
- 1.24 **EVALUATION PROCESS:** It is the intent of the College to award this contract to a single vendor who is deemed to be the most qualified, cost-effective, responsible supplier submitting the best overall proposal based on an evaluation of all qualified proposal responses. In the initial phase of the evaluation process, an evaluation committee will review all proposals timely received. First, non-responsive proposals (those not conforming to RFP requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the committee fail to offer sufficient and substantive provisions to warrant further consideration. The Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. Deviations or exceptions to the terms and specifications contained within this request, while possibly necessary in the view of a particular Proposer, may result in disqualification.
- 1.25 At the conclusion of this initial evaluation phase, finalist Proposers will be selected for detailed review and evaluation, including interviews. A College committee will interview the company representative and the proposed Calhoun on-site supervisor. 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.
- 1.26 The selection of a contractor should be finalized and announced as soon as possible. This decision will be the one that Calhoun Community College determines to be in its best interest, most responsive to its needs, and offers the greatest benefit for the proposed cost. Calhoun Community College intends to award all aspects of operation of the Grounds and Landscape Maintenance contract to one or more companies.
- 1.27 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.
- 1.28 Any award made based on responses to this RFP is contingent upon available funding.

1.29 INVOICING AND PAYMENTS

- 1.30 The successful vendor 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.
- 1.31 Quote payment terms that the College should follow, even if you are not offering a cash discount. Failure to quote payment terms on the attached quotation sheet(s) will result in the College assuming payment terms of Net 30 Days.
- 1.32 Please indicate any cash discounts payment terms being offered. The College cannot consider a prompt payment discount of less than twenty (20) days in determining the lowest responsible vendor in the RFP award. Please quote payment discount on the quotation sheet included with this RFP package.
- 1.33 Payment will be made after service has been rendered and proven to be satisfactory to the College.

1.34 DEFICIENCY NOTICE AND CONTRACT TERMINATION

- 1.35 The College will make the sole determination as to the quality of work being performed and if the work meets specifications. Should the contractor be deficient in any area of service delivery, a delinquency notice, " 24 Hour Notice to Cure" will be issued to the Contractor. 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 Contractor's next payment. Should the College choose to use the College's maintenance personnel, the rate charged will be \$40.00 per man hour.
- 1.36 A contract/purchase order awarded as a result of this RFP may be terminated for cause immediately, including, but not limited to, the following: (1) misrepresentation by the vendor; (2) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the College; (3) conflict of contract provisions with constitutional or statutory provisions of the State of Alabama or federal law all; or (4) any other breach of contract. In the event the contractor wishes to not renew the contract, contractor must give sixty (60) days written notice before the end of the contract.

1.37 INSURANCE

- 1.38 The following insurance requirements are the minimum acceptable coverage for the work to be performed as the result of the RFP. Prior to completing your response, it is the vendor's responsibility to verify compliance of their company's insurance coverage with the following requirements. If the vendor submitting the proposal does not carry the following insurance; it is the vendor's responsibility to obtain pricing to meet these requirements prior to submitting your proposal.
- 1.39 The vendor shall bear the 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. The vendor shall maintain, during the life of this contract, the following minimum insurance requirements:

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

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory – Alabama
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	\$ 1,000,000
General Aggregate	
Automobile Liability	\$ 1,000,000 each accident – combined single limit

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis.

The original certificate of insurance from your insurance agent must be provided as follows:

1. The policies must be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best rating of A- or better, and the certificate must be signed by an authorized agent.
2. Prior to contract execution, the vendor shall provide the Colleges Business Office with a certificate of insurance listing the required types of insurance and minimum liabilities specified above. If an endorsement is required for the additional insured, the endorsement must also include the College and be sent with the certificate.
3. The original certificate of insurance must be received by the College prior to the purchase order being mailed to the vendor or payment being made.
4. The College reserves the right to terminate this contract, if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.
5. In the event of cancellation, material change or any other modifications or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the College by the party initiating any revision.
6. The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

1.40 LEGAL REQUIREMENTS

- 1.41 The successful vendor, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless the College, its 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, vendor'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.

1.42 It is mutually understood and agreed that the successful vendor 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.

1.43 **CERTIFICATION PURSUANT TO ACT NO. 2006-557** - 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 a bid in response to this bid solicitation, 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 acknowledges that the College may declare the contract void if the certification is false.

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

1.45 DISCLOSURE STATEMENT

1.46 If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of Calhoun Community College, this information must be included in your proposal. Failure to disclose this information in your proposal may result in the elimination of your proposal from evaluation.

1.47 If you or any owner, officer, partner, board or director member, employee or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of Calhoun Community College; and you or your firm is awarded a contract as a result of this RFP, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the College furnish evidence of such filing.

1.48 FEDERAL LAW

1.49 **EQUAL OPPORTUNITY EMPLOYMENT STATEMENT:** The non-discriminatory clause contained in Section 202 Executive Order 11246, as amended by Executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

1.50 **AMERICAN DISABILITIES ACT** - The ADA prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.

SECTION 2.0 - GROUNDS AND LANDSCAPE MAINTENANCE GENERAL CONTRACTOR REQUIREMENTS

2.01 All terms and conditions of the contract are contingent upon the availability of funds and the College reserves the right to increase or decrease service as conditions and availability of funds dictate.

2.02 The successful vendor is not an employee of the College, but is engaged as an independent contractor. Nothing in this agreement will be construed as authority for the successful vendor 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.

- 2.03 The College shall be sole judge of whether Contractor's performance is consistent with the technical specifications and/or general requirements of this RFP and contractor's performance.
- 2.04 Contractor's personnel must have an overall clean/neat appearance, uniform shirt including company name and PICTURE name tag must be worn at all times.
- 2.05 The successful vendor 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.
- 2.06 The successful vendor must have been in the Landscape Business under the same name in a full-time capacity for a minimum of 5 years. The vendor must currently have similar successful contracts in size and nature in force at the time of the RFP. Vendor is to provide at time of the RFP names and contact information. The College reserves the right to inspect these projects prior to the awarding of the contract.

2.07 SUBCONTRACTORS

- 2.08 The successful vendor shall not sell, transfer, assign or otherwise dispose of the contract to any third party.
- 2.09 It is the sole responsibility of the successful vendor to ensure that all affiliates, subsidiaries or subcontractors and their agents and employees provide the services as outlined in the specifications of this RFP and will conform to all the requirements set forth. If any part of the work required in this solicitation is sub-contracted to any other party during the time of the contract, the subcontractor must be supervised by the contractor at all times. Any subcontractor must be approved by Facilities Administration prior to the commencement of work.

2.10 FIELD DEMONSTRATION

Upon request by the College, a field inspection of the vendor's operation, supplies and equipment may be required for evaluation purposes and shall be given at a site where the equipment/services are functioning in a similar manner and environment to that specified herein. Inspection should take place within five (5) working days of request by the College.

2.11 PRESENTATION

Each vendor will, upon request, be prepared to give an oral presentation of their grounds and landscape maintenance services offered that would include a detailed analysis of how each of the requirements described in the RFP will be addressed for the purpose of clarification or to amplify the materials presented in any part of the proposal. These presentations, if required, will be scheduled prior to the award of the contract.

2.12 PERSONNEL

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

2.13 STAFFING

- 2.14 Contractor agrees to staff the operation so that service is uninterrupted. Contractor shall provide supervision for all persons working for the Contractor while on College premises. All personnel provided by the Contractor shall at all times remain the employees of the Contractor. In no event shall

these individuals be considered employees of the College. The relationship of the Contractor and the College shall be that of 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 Contractor.

- 2.15 **Background Check** - Contractor 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. Contractor'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 to review the background check information on any contracted employee placed at Calhoun Community College.
- 2.16 Contractor 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.
- 2.17 Contractor agrees that all persons working for or on behalf of Contractor 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.
- 2.18 Contractor 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 Contractor's employees considered incompetent, disorderly or otherwise objectionable.
- 2.19 Vendor 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.

2.20 STRIKES

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

2.22 PERMITS AND LICENSES

- 2.23 The successful vendor 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 Request for Quotation.

2.24 SERVICE REQUIREMENTS

- 2.25 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.

- 2.26 Any damage to the roads, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the contractor shall be promptly repaired or replaced at the expense of the contractor to the satisfaction of the College.
- 2.27 **On-Site Supervisor** - Contractor 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 act as the selected contractor's point of contact for the College. The successful vendor must provide the name, telephone number, cell phone number, fax number and email address for the on-site supervisor.
- 2.28 **Areas to be maintained** - Areas to be maintained will be provided at the mandatory pre-proposal conference. By submitting a proposal, the vendor acknowledges that he/she is familiar with the sites and the proposed scope of work. It is the responsibility of the vendor to tour the campuses and to obtain any measurements necessary to submit a proposal. The College reserves the right to remove specific areas on a temporary or permanent basis, as may be required.
- 2.29 **Properly Functioning Equipment** – Contractor's landscape and grounds 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 contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the College. The contractor shall be responsible and liable for injury to persons caused by the operation of the equipment. Contractor's vehicles will be properly identified and maintained in a neat and professional manner. The contractor shall be responsible for storing its equipment and supplies. Contractor's equipment will not be stored on College property.
- 2.33 The contractor shall be responsible for notifying the College of any sprinkler system malfunctions, as evidenced through brown patches, broken parts, or missing heads. Contractor is responsible to repair any damage to sprinkler heads damaged during performance of duties.
- 2.31 The contractor shall be responsible for the removal and dumping of brush material collected from campus grounds off Campus as a result of work performed.
- 2.32 The contractor shall notify the College regarding all plant materials damaged by weather or traffic accidents.
- 2.33 Parking of Contractors 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 streets will be allowed unless directed by the College. Equipment to be off loaded at extreme North and South parking lots.

2.34 PAYMENT

- 2.35 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 contractor'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.
- 2.36 Any additional work requested within the scope of work shall be charged at an hourly rate proposal. The Contractor will be given at least twenty-four (24) hours' notice prior to a call for additional work. Contractor will only be responsible for performing the tasks described in the RFP. Charge for additional service must be approved by the Facilities Administration prior to

commencement of work. Price quoted for additional work must include all labor, materials (except where noted), equipment, and transportation.

2.37 PLANT REPLACEMENT

- 2.38 Contractor 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 contractor's failure to properly maintain College landscape and grounds.
- 2.39 The College will determine if plant material shall be replaced due to improper maintenance or neglect or due to circumstances beyond the contractor's control. If plants must be replaced due to Contractor's improper maintenance or neglect, Contractor 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 contractor's control, i.e., traffic accidents, pedestrian foot traffic, etc. shall be replaced by the College under a different contract.

2.40 PAVERS

- 2.41 Contractor shall report all damaged or discolored pavers within the service area. Contractor shall be responsible for herbicide application for weed control to all pavers within or abutting all service areas, sidewalks, mechanical yards, and patios. Cost for this service shall be included in RFP pricing. Contractor is responsible for damage to any pavers, sidewalks, mechanical yards, patios, and edging due to contractor equipment.

SECTION 3.00 - PROJECT REQUIREMENTS

3.01 Scope

- 3.02 Provide all labor, products (except where noted), equipment and services necessary to maintain site landscape and grounds work for specified areas for contract term.
- 3.03 Maintenance includes maintaining all landscape and site work as described herein; it does not include sweeping, hosing or cleaning of walks, parking lots or other areas to remove trash, litter, etc. However, 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 from walks and parking lots is included. Maintenance does not include emptying trash receptacles in any of the designated service areas.
- 3.04 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 in the beds at the Main Entrance and in front of the flag pole Tanner Campus. Design and plants to be approved by Calhoun's Facilities Operations Manager.

3.05 SUBMITTALS:

- 3.06 Include qualification data for Contractors specified in "Quality Assurance" section below to demonstrate their capabilities and experience. Include a list of a minimum of five similar projects completed within the last five years with project name, address, names of Architects and Owners, overall description of scope of work, and contract value.
- 3.07 Product Data for Products Provided by Contract Vendor:

1. Submit manufacturer's product label literature, instructions and guaranteed analysis for fertilizer.
 2. Submit manufacturer's labels, instructions and material safety data sheets for pesticides.
- 3.08 Maintenance Manual: In 3-ring binder, typewritten schedule and procedures for annual landscape maintenance program and procedures, with monthly maintenance guidelines by Contractor.

3.09 JOB CONDITIONS:

- 3.10 Coordinate the work requirements of this Scope with that of other trades performing work on the College campus.
- 3.11 Examine conditions under which Work is to be performed and notify the College's Director of Physical Plant in writing of unsatisfactory conditions.
- 3.12 Do not perform Work until conditions are satisfactory and acceptable.
- 3.13 Maintain stakes set by others until removal is mutually agreed upon by all parties.
- 3.14 Periodically, College outdoor events occur in the designated landscape maintenance service areas. Care must be taken by the Contract Vendor to work closely with the College's Grounds Foreman to coordinate landscape maintenance in a manner that does not conflict with these events.

3.10 QUALITY ASSURANCE:

- 3.11 Codes and Standards:
 1. Alabama Pest Management Handbook, Vol. 2, latest edition.
- 3.12 Qualification data must be submitted with proposal to demonstrate capabilities and experience.

Contractor Qualifications: Landscape & Grounds Maintenance Contractor must be experienced in the successful landscape/grounds maintenance in the local geographic area. Landscape & Grounds Maintenance Contractor shall have sufficient manpower, equipment and financial resources to complete the work specified herein. As evidence of this experience, Landscape & Grounds Maintenance Contractor shall provide a reference list with a minimum of five completed landscape maintenance contracts in the North Alabama region with minimum contract duration of 12 consecutive months within the past three years, and contact information for each. Experience in large scale campus and/or municipal landscape maintenance is required. References submitted with your proposal must be similar to the College's landscape maintenance requirements in the following areas:

1. Scope of maintenance services provided.
2. Physical size of area maintained.
3. Contract value.

3.13 PRODUCT STORAGE AND HANDLING:

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

3.15 PRODUCTS

3.16 WATER

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

3.17 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.
 - 2. Acceptable Manufacturers:
 - a. The Scotts Company: Osmocote.
 - b. Harrell's Polyon.
 - c. Approved equal.
- 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 ₂ O ₃)	20.00%
Soluble Potash (K ₂ O)	5.00%
Iron (Fe) .10%	
.10% Iron (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.
 - 2. Acceptable Manufacturers:
 - a. Asset RTU by Helena Chemical Company, Memphis, TN 38119
 - b. Approved equal.
- 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.

3.18 MULCH:

- 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.

3.19 CHEMICAL WEED CONTROL (turf, beds, etc.):

- A. Pre-Emergent (in grass 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.
- 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.

3.20 EXECUTION

3.21 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.

3.22 WATERING:

- A. Monitor the College's irrigation systems to ensure optimum operation during maintenance period. Operation, management and maintenance of irrigation system is incidental to the Work of this Contract. Repairs to the irrigation systems will fall under additional services. However, Contractor shall be responsible for re-imbursement to college of any damage to irrigation system due to Contractor's equipment.
 - 1. **Contractor shall inspect irrigation systems at the beginning of each contract year and notify the College in writing of any damaged components.**
 - 2. **During the course of the contract, Contractor shall promptly notify the College of any additional damage by others and request verification of system damage from College staff. Failure to notify the College of damage will place responsibility for repair of damage on the Contractor.**

3.23 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 at quoted contract unit price per acre for turf and seeded areas based on soil test results. Contractor is responsible for soil tests. College provides required lime. Lime applications must be scheduled with College Contract Administrator to insure product is available at the right time.

3.24 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 Facilities Operations Manager before pruning any living portion of any plants.

3.25 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.

3.26 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 required service lists for hand weeding requirements during the period from March 1 through September 30; remove all visible weeds daily. Weed to remove visible weeds during the winter daily.
 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, mechanical yards, patios, courtyards, etc., where weeds are present.
 6. Contractor shall be responsible for replacing all damaged foliage caused by the use of herbicides. If foliage is damaged, due to the contractor's performance, the College shall issue a "Notice of Awareness," which will allow the contractor five (5) working days to correct all problems.

3.27 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 daily 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. Mow baseball and softball fields twice per week more or less. Use a reel mower. College coaching staff will determine acceptable turf heights for athletic fields.
 3. Change mowing directions to prevent rutting of grass.
 4. If Rutting accrues fill in with sand provide by Contractor. .
 5. Cut the back, side and front of MSA with push mower (from beds to sidewalks).
 6. High profile areas cut twice a week Monday's and Thursday's.
- B.
 1. Turf adjacent to parking areas must be cut, weeded and blown off prior to 8:00 a.m., so as not to interfere with parking, potential damage to vehicles, effectiveness/quality of work.
- 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.

3.28 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 one time each year late March to mid-April. Contractor will provide mulch and pine straw. Applications must be scheduled with College Contract Administrator. Pine straw and Mulch will need to be approved by the College.

3.29 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.

3.30 CLEAN-UP:

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

3.31 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 at the Main Entrance and flagpole for spring and fall on the Tanner campus. Plants and design to be approved by Calhoun's Facilities Operations Manager.

3.32 MONTHLY MAINTENANCE GUIDELINES:

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.
3. Inspect planting areas and remove any debris or litter.
4. Check staking and weather protection of first year plants.
5. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.
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 Contract Administrator if excessive water persists.
11. Fertilize pansies every two weeks or as needed to maintain heavy growth and flowering. Use nitrate based fertilizer.
12. Mow lawn areas every ten days if over seeded with winter grass.

B. February

1. Prune shrubs that have become too large or out-of-shape.
2. Inspect plants, trees and shrubs and remove any damaged or dead wood.
3. Inspect planted areas and remove any debris or litter.

4. Check staking and weather protection for first year plants.
5. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.
6. Apply 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 every ten days 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.
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).
6. All Liriope should be cut back to allow new growth to come out and remove winter damage to old growth.
7. Hand weed all bed areas **daily**.
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 leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.
11. Completely replenish Mulch and Pine Straw in all planting areas to 4"

D. **April**

1. Aerate all sod areas using approved means.
2. Fertilize all lawn areas with 32-3-12 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 **daily** to 1 ½" to 3" daily.
5. Fertilize shrubs, trees, groundcover area with Nursery Special by Sta-Green or equal.
6. Cultivate and weed all planted areas.
7. Inspect all planted areas and remove any dead plants and replace.
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 **daily**.
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 **daily**.
19. Apply preventive spray for lace bug and leaf miner.
20. Remove leaf and litter on all lawn, streets and parking areas **daily**.
21. Completely replenish Mulch and Pine Straw in all planting areas to 4".

E. **May**

1. Prune and fertilize Azalea varieties that have completed blooming.
2. Mow and edge all lawn areas daily to 1 ½" to 3".
3. Spot spray for weeds in planted and natural areas.
4. Hand Weed all groundcover and bed areas as needed **daily**.
5. Clean up litter on lawn and hard surface areas **daily**.
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. Prune any damaged plants.
10. 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 leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

F. **June**

1. Prune and fertilize Azalea varieties that have completed blooming.
2. Mow and edge all lawn areas **daily** to 1 ½" to 3".
3. Spot spray for weeds in all planted areas.
4. Hand Weed all groundcover and bed areas as necessary **daily**.
5. Clean up litter on all lawn areas **daily**.
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 **daily**.
12. Prune, dead head and fertilize seasonal color.
13. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

G. **July**

1. Mow and edge all lawn areas daily to 1 ½" to 3".
2. Hand weed all bed areas as needed **daily**.
3. Spot spray weeds in all planted areas where applicable.
4. Clean up litter on all hard surface and lawn areas **daily**.
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 **daily**.
8. Prune, dead head and fertilize seasonal color.
9. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

H. **August**

1. Mow and edge all lawn areas daily to 1 ½" to 3".
2. Hand weed all bed areas as needed **daily**.
3. Spot spray weeds in all planted areas where applicable.
4. Clean up litter on lawn areas **daily**.
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. Fertilize all lawn areas in late August-early September with 8-8-25 analysis (low nitrogen).

8. Fertilize all groundcovers and bed areas.
9. Check all bed areas for mulch replacement as needed to 4".
10. Prune, dead head and fertilize seasonal color.
11. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

I. **September**

1. Mow and edge all lawn areas **daily** to 1 ½" to 3".
2. Hand weed bed areas as needed **daily**.
3. Clean up litter on lawn areas **daily**.
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.
6. 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.
9. 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 Contract Administrator.
13. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

J. **October**

1. Mow and edge all lawn areas weekly to 1 ½" to 3".
2. Monitor water needs.
3. Clean up litter on all lawn areas **daily**.
4. Inspect all lawn and planted areas for insects and/or disease and treat as necessary.
5. Prune any damaged plants.
6. Remove leaves from all planted and lawn areas **daily**.
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.
10. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

K. **November**

1. Clean up all litter and leaves on lawns **daily**.
2. Mow, edge and trim all lawn areas where applicable to 1 ½" to 3".
3. Check mulch in beds and replace to 4" where necessary after fall leaf drop.
4. Check all planted areas for water requirements.
5. Weed and cultivate beds for winter.
6. Prune, dead head and fertilize seasonal color.
7. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

L. **December**

1. Clean up all litter and leaves on lawns **daily**.
2. Mow, edge and trim all lawn areas where applicable to 1 ½" to 3".
3. Check all planted areas for water requirements.
4. Fertilize winter color beds with liquid fertilizer two times.

5. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas **daily**.

3.33 REVIEW AND INSPECTION:

A. Periodic Review:

1. Contractor shall schedule a weekly meeting and site inspection with the College Grounds Foreman.
2. Submit a written log of fertilizer applications, and chemical insect, disease or weed control applications with each monthly invoice. This log will be a complete account of each fertilizer and chemical application performed within the month covered by that invoice including date, time, weather conditions, and specific purpose and product of each application

SECTION 4.0 - QUOTATION SHEET

Quoted prices must include all labor, equipment, tools, transportation, insurance, and supplies/materials (except where noted), to perform all requirements specified herein.

LANDSCAPE MAINTENANCE AREAS:

PART I:

*Note: If monthly billing will vary, please include a monthly pricing guide. Otherwise, the price listed below is indicative of twelve, equal monthly payments.

1) Main Campus (Tanner)

\$ _____ /year

2) 29 Acres West of Hwy 31

- Bushhog twice a month.
- Spray parking lots and islands around the CDL parking lot.
- Cut/weed areas adjacent to CDL lot(s) weekly.

\$ _____ /year

3) Huntsville Campus

\$ _____ /year

4) Alabama Center for the Arts Campus (Downtown Decatur)

\$ _____ /year

GRAND TOTAL \$ _____ (do not include cost for extra services)

PART II: ADDITIONAL AREAS

Any additional work areas requested within the scope of RFP requirements shall be charged at an hourly rate. Quoted price must include all labor, equipment, tools, transportation, insurance, and supplies/materials to perform all requirements specified herein. All additional work must be approved in advance. Contractor's request for additional work needed in its viewpoint must be submitted in writing with an estimate of hours required, staffing and projected cost based on contract hourly rates.

Examples of additional services may include, but are not limited to: Removing and replacing trees and shrubs; Raising tree canopies at the College's request; Removing, replacing, and installing hardscape surface (cobblestones); Installing French drains; Repairing, installing, and designing irrigation systems; and designing and installing landscape.

Cost per hour for additional services: \$_____ Per man/hour.

Cost per hour for Pressure Washing: \$_____ Per man/hour.

SECTION 5.0 LICENSES AND PERMITS:

The successful vendor 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.

Authorized Signature

Printed Name and Title

Date

SECTION 6.0 REFERENCES

Five references must be included with your proposal. References should include at least three (3) college campuses, municipalities or public funded organizations or a mix of these in the North Alabama region with minimum contract duration of 12 consecutive months that have been successfully maintained by the vendor during the past three (3) years, which are similar to the scope and size to be provided herein. **Successful Experience in large scale campus and/or municipal landscape maintenance is required.**

Reference 1: _____

Address: _____

Contact Name: _____ E-mail: _____

Phone #: _____ Fax #: _____

Reference 2: _____

Address: _____

Contact Name: _____ E-mail: _____

Phone #: _____ Fax #: _____

Reference 3: _____

Address: _____

Contact Name: _____ E-mail: _____

Phone #: _____ Fax #: _____

Reference 4: _____

* Address: _____

Contact Name: _____ E-mail: _____

Phone #: _____ Fax #: _____

Reference 5:

Address:

Contact Name:

E-mail:

Phone #:

Fax #:

At the request of the College, the vendor will file additional reliable data and references for investigation. The College may make such investigation as deemed necessary to determine the ability of the vendor to perform the work.

SECTION 7.0: GENERAL VENDOR INFORMATION

Please Complete All Information Requested Below (Print or Type)

I. PERSON COMPLETING THE PROPOSAL

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

II ACCOUNT REPRESENTATIVE

Name: _____

Title: _____

Number of years with company: _____

Number of years supervising grounds and landscape maintenance:

Telephone: _____

Fax: _____

Email: _____

III. CORPORATE STRUCTURE AND ORGANIZATION:

Name of Company: _____

Parent Organization: _____

Location (City, ST): _____

Number of years in business: _____

IV. VENDOR PROFILE

1. How many college campuses are currently using your services? _____

2. How many municipalities or public funded organizations are currently using your services?

3. How many employees does your company have dedicated to office support, customer service, and landscape maintenance? _____

4. Number of Mowers, Tractors, Trucks, Trailers, etc. _____

5. List all current contracts and contact information (include duration and how long they have been in force) **and** the approximate acreage of each contract and whether contract is commercial or residential. Use additional page(s) if necessary. Calhoun reserves the right to contact below customers if needed to determine Contractor's ability/probability to be successful in this scope of work if they are low vendor.

Contract	Contact	Phone	Acreage	Original Date	Commercial
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



CALHOUN COMMUNITY COLLEGE

Post Office Box 2216 • Decatur, Alabama 35609-2216 • Phone 256-306-2500 • www.calhoun.edu

RFP #24-07 NO-PROPOSAL RESPONSE FORM

NAME OF COMPANY

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME

CITY, STATE ZIP

TITLE

TELEPHONE

DATE

EMAIL

FAX

I HEREBY SUBMIT THIS AS A "NO PROPOSAL" FOR THE REASONS CHECKED BELOW:

___ Insufficient time to respond

___ We do not offer the product or service requested

___ Our schedule will not permit us to respond to this RFP

___ Keep our company on this list for future RFPs

___ Remove our company name from this RFP list for future RFPs

Other (describe briefly)

Collusion/Fraud Statement
RFP #24-07

I certify that I have read the General Conditions and Instructions to Vendors of the RFP and this offer is made without prior understanding, or connection with any entity or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this RFP for the vendor. I agree to abide by all conditions of this RFP.

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Complete Address for Mailing Purchase
Order and Payment

Typed/Printed Name of Signature Above

City State Zip Code

Title (please type)

Telephone Number

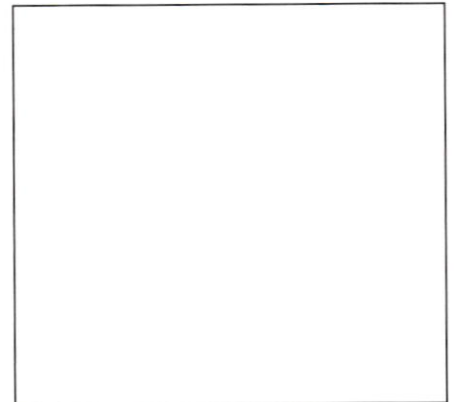
Fax Number

NOTARIZATION

Sworn and subscribed before me this the ____ day of _____, ____.

Notary Public Signature

My commission expires (date)



SEAL

MINORITY INFORMATION

If this business is minority owned, please list the qualification status below:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

Non-Federal entities are subject to the 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.

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 4) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may pursue available remedies, including suspension and/or debarment.
- 5) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 6) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules and implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 7) The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal awarding agency.
- 8) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 9) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check SAM.gov Exclusions.
- 10) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 11) Except for transactions authorized under paragraph 7 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the funding agency may pursue available remedies, including suspension and/or debarment.

Signature of Authorized Representative

Name and Title of Authorized Representative

Company or Agency

Date



CALHOUN COMMUNITY COLLEGE

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To Whom It May Concern:

According to Act 2001-955, Calhoun Community College cannot enter into any contract or appropriate any public funds until the college is in receipt of the attached disclosure form. The following is information and instructions for completing the vendor disclosure form.

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grants proposals to the State of Alabama in excess of \$5,000.00.

The state of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee- The spouse or a dependent of the public employee.

Family Member of a Public Official- The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parent, a sibling and his spouse, of the public official.

Family Relationship- A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person- An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee- These terms shall have the same meaning ascribed to them in Sections 3-25-1(23) and 36-25-1(24), Code of Alabama 1975, (See below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract

who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government of their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

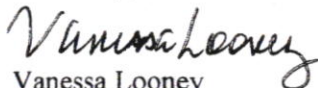
Instructions

Complete all lines as indicated in **blue ink**. If an item does not apply, denote *N/A* (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary. **The form must be signed, dated and notarized prior to submission.** Once you have completed the form, please return originals to:

Calhoun Community College
Attn: Accounts Payable
P.O. Box 2216
Decatur, Alabama 35609-2216

If you should need additional information, please contact me at (256) 306-2686.

Sincerely,


Vanessa Looney
Director of Purchasing



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

CALHOUN COMMUNITY COLLEGE

ADDRESS

PO BOX 2216

CITY, STATE, ZIP

DECATUR AL 35609-2216

TELEPHONE NUMBER

256-306-2500

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in Items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.