



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

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

Lawncare and Landscaping Services

Date:	April 24, 2024
Site Walk-thru:	By appointment
Proposal Due On:	May 10, 2024
Return Proposal To:	Brianne Pushor, Dean of Facilities and Operations Kennebec Valley Community College 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207)-453-5076
Email:	bpushor@kvcc.me.edu

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Lawncare and Landscaping

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Competitive Bid Request for Proposal Lawncare and Landscaping

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals to procure lawncare and landscaping services at the Fairfield and Harold Alfond Campuses located in Fairfield and Hinckley, Maine.

A detailed explanation of the scope and specifications is contained in **Section 6.0, Scope of Services**. 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 8.0, 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.

2.0 Background

Kennebec Valley Community College is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	April 24, 2024	
Site Walkthrough	By appointment	By appointment
Proposals Due On	May 10, 2024	3:00 P.M. ET
Award Decision & Notification	May 15, 2024	

4.0 Examination of Specifications and Schedule

Each bidder or 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.

5.0 Submission of Bids

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 May 10, 2024 by 3:00 P.M. (ET)**.

All proposals are to be marked “Lawncare and Landscaping Services” and mailed to:

Brianne Pushor
Dean of Facilities and Operations
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: bpushor@kvcc.me.edu, with the subject line “Lawncare and Landscaping Services”

6.0 Scope of Services

The Scope of Services set forth in this Request for Proposal (RFP) represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services shall be negotiated between the College and the successful Proposer.

6.1 Scope

Supply and delivery of lawncare and landscaping services.

6.2 Specifications

The following specifications are minimum acceptable requirements.

1. Weekly Mowing and Maintenance

- a Campus wide cut height is 3”. The height may be varied slightly to accommodate soil and weather conditions. Grass must be cut uniform and even. The acceptability of the cut is at the sole discretion of KVCC.
- b Visible and clumped clippings must be removed. Clippings may only be dumped in designated areas.
- c Debris, such as tree branches, twigs, and trash will be picked up weekly. Biodegradable debris may be disposed of in designated areas. Trash may be disposed of in the dumpsters.
- d The Contractor is responsible for trimming all obstacles within the designated areas, to include, around trees, edges of buildings, curbing and any item that can’t be moved.
- e The Contractor shall keep all flower beds and mulched areas free of weeds.

- f The Contactor is responsible after each mowing and trimming to remove grass clippings off walkways, curbing, and parking lots.

2. Mulch

- a The cost and installation of mulch is to be included in the fixed contract price.
- b The removal of decomposed mulch is to be included in the fixed contract price.
- c Mulch is to be installed in all areas as described in Area Descriptions, to include flower beds, trees, shrubs, and existing areas where mulch has previously been installed.
- d Mulching shall be done at the beginning of mowing season.
- e Mulch shall be added, as needed, in late August, prior to the start of the Fall Semester.
- f Mulch shall be kept at a minimum depth of around 3 inches and turned over monthly.
- g Mulched areas are to be kept free of weeds.
- h Mulched areas are to be edged to maintain a distinct border.

3. Weed Control of Surfaced Areas

- a Weed control of surfaced areas is to be included in the fixed contract price.
- b Sidewalks, patios, parking lots, curbing, and stone drip edges are to be kept free of weeds. This includes cracks in pavement and joints between pavers.
- c Mechanical and chemical weed control methods may be utilized.
- d Herbicides are to be applied, handled, and stored in accordance with all state and federal regulations.
- e Sidewalks, patios, and stone drip edges are to be edged to maintain a distinct border.

4. Maintenance of Flower Beds and Shrubbery

- a The maintenance of existing flower beds and shrubbery is to be included in the fixed contract price.
- b The cost of any additional plantings is at the expense of the college.
- c Flower beds and shrubbery are to be kept free of weeds.
- d Flower beds are to be edged to maintain a distinct boundary.
- e 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, at the beginning of July, and again at the end of September.

5. Wooded Areas

- a The maintenance of wooded areas is to be included in the fixed contract price.
- b Monthly clean-up dead branches.
- c Cut/trim any trees and vegetation under 2 inches and remove to designated areas.

6. Roads and Parking Lot Perimeters

- a Mowed/trimmed minimum of 6' from edge, or further if specified in area descriptions.

7. Walking Trail

- a Mow grass portions of walking trail weekly.
8. Repairing of Winter Damage and Spring and Fall Cleanups
- a Repairing of winter damage and Spring and Fall Cleanups, will be based on time and materials.
 - b Prior to beginning work, a scope of work will be developed with KVCC.
 - c A cost estimate using the contracted labor and material rates will be presented to KVCC.
 - d The repairing of winter damage will only proceed upon the approval of KVCC.
9. Contractor shall furnish all their own equipment and tools
10. Weed Trimming to be performed at least monthly
11. MSDS sheets will be provided for all fertilizers, herbicides, and other chemicals, used on campus. Chemicals will only be used and stored in accordance with the manufacturer's directions. Chemicals and chemical containers will not be disposed of on campus.
12. KVCC is 100% smoke and tobacco free. Any workers observed using smoke or tobacco products will be asked to leave and not return until the contractor addresses the problem to the satisfaction of KVCC.
13. KVCC is not obligated to hire the contractor for any additional work. KVCC retains the right to hire other contractors to perform maintenance, repairs, or construction on the college campus. If KVCC does not accept a cost estimate or proposal for additional work, such as winter damage repair work, KVCC may hire other contractors to do the work.
14. Hours of Operation
- a The campus is open 24/7 for mowing and grounds maintenance, but work is to be conducted at times that do not interfere with KVCC activities.
 - b Work near buildings must be done at a time and in a manner that does not disrupt classes.
 - c KVCC occasionally has large campus wide events that cannot be disrupted.
 - d The contractor will coordinate with the KVCC Facilities Department to establish a schedule for grounds maintenance and mowing.
15. Groundskeeping boundary maps and walking trail, please see Attachment I-KVCC 2024 Campus Groundskeeping Boundaries and Trail Map.

7.0 Contractor's Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance to insure against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall list

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KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

8.0 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:

Brianne Pushor, Dean of Facilities and Operations
Lawncare and Landscaping Services
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

or via email at bpushor@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.

9.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

1. Evaluation Method (update as needed)

- a. Technical ability to meet the outlined specifications
- b. Specification match and variations
- c. Added value features of proposal
- d. Past performance and references
- e. Cost of base proposal
- f. Rates for additional labor and equipment
- g. Price of additional services

10.0 Preparation of Bids

KVCC seeks the 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, Email)
- Company quote with detailed specifications and pricing
- Company specific terms and conditions

11.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) 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 facility and training programs.

12.0 Taxation and Compliance

Maine Community College System d/b/a Kennebec Valley Community College 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.

13.0 Prohibited Terms and Conditions

NOTICE TO VENDORS AND BIDDERS: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following 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 the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS 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 MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
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;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; 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 the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background 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 MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.