ALABAMA STATE UNIVERSITY

Request for Proposals

ASU RFP #4027-2024

FOR:

Scope of Work for Landscape and Ground Maintenance

Bid

ISSUED BY:

THE DIVISION OF FACILITIES MANAGEMENT & OPERATIONS

ISSUE DATE:

Monday, October 7th, 2024

OPENING DATE

Monday, October 21st, 2024 @ 10:00AM

ALABAMA STATE UNIVERSITY

Procurement Department

(334)229-6997 * (334)229-4954 Fax

Sealed bids in original, subject to (1) the terms and conditions of the Request for Proposals (RFPs), (2) the accompanying schedule, which is incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference in the schedule, will be received at the above department until **Mondy, October 21st, 2024**, and at that time will be publicly opened for furnishing the supplies or services in the accompanying schedule, for delivery, F.O.B. Montgomery, AL 36104. **Alabama State University is tax-exempt.**

In compliance with the above, the undersigned offers and agrees, if this proposal is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

Any information provided by Alabama State University to any Vendor prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Alabama State University from the date of issuance of this RFPs until the contract award has been announced, unless allowed by Alabama State University Procurement Department in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to Alabama State University Procurement Director, Mr. Christopher McClain, 1301 W. 5th Street, Montgomery, AL 36104 or cmcclain@alasu.edu.

Submittal of Questions

Christopher McClain, Director of Procurement, will administer the solicitation process and will be the point of contact for purposes of this RFP. All questions and inquiries should be emailed to cmcclain@alasu.edu. Responses will not be made to telephone, faxed or mailed inquires.

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFPs which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

Addenda: All addenda will become part of this RFP and must be responded to by each Vendor. All addenda must be acknowledged in writing in the proposal submitted by the Vendor. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added later.

Confidentiality of Documents: Alabama State University considers all information, documentation and other materials requested to be submitted in response to this RFP to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure.

NON-COLLUSION AFFIDAVIT - I have read the entire bid documents and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

CERTIFICATION PURSUANT TO ACT NUM. 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 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 a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

FEDERAL DEBARMENT REQUIREMENTS – CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this agreement neither CONTRACTOR nor any of its principals.

Autho	orized Signature		Date			
Туре	or Print Signer's Name _		Title			
2023.	Sworn to and subscrib	ed before me this	day of			
	Notary's Signature		Date Nota	ry Expires		
	_	Must include Notary S	eal			
any or	all of the items upon wh	the undersigned offers and agich prices are quoted at the pin the time specified in the sc	rice set opposite eac	•		
Prices	s Valid for acceptance w	thin 90 calendar days (unl	ess the Bidder insert	s a different period)		
Vendo	or is a: () Regular Deale	r In or () Manufacturer of S	Supplies Bid Upon			
Vendo	or operates as () Individ	ual () Partnership () Corpora	ation () Incorporated	in State of		
FEIN (or SSN	Company Name				
Addre	_ 9\$\$	City	State	Zip		
Rep_	_	Email				

Telephone#	Toll Free #	Fa	x #
<u>-</u>			

PROPOSAL SUBMITTAL: Your signed, notarized, sealed proposal (i.e., in a sealed envelope/container) **must be marked "RFP #4027-2024 DO NOT OPEN".** Late, Faxed, Emailed or Unsealed Bids will not be accepted.

Return Sealed Bid, Plus Three Copies and one Flash Drive in PDF format to:

<u>Via Regular Mail</u> <u>Via Courier</u>

Alabama State University Alabama State University
Procurement Department Procurement Department

RFP #4025-2024 DO NOT OPEN RFP #4025-2024 DO NOT OPEN

PO Box 271 1301 W. 5th Street

Montgomery, AL 36101-0271 Montgomery, AL 36104

Any questions, concerning this bid may be directed to Mr. Christopher McClain, Director of Procurement, at (334) 229-6997, fax (334) 229-4954 and email cmcclain@alasu.edu.

RFP SCHEDULE OF EVENTS

Event	Date
RFP Distribution to Vendors/Advertisement	October 7 th , 2024
2. Proposal, Contracts, Terms and Conditions Due Date	October 21 st , 2024 @ 10:00AM
3. Anticipated commencement date of work	Upon Agreement and Acceptance of Contract

Field Survey Responsibilities

It shall be the responsibility of the Proposer to field survey all facilities prior to proposing. **See Pages 7 - 8**, "Building List" (Building #, Building Name and Square Footage) for data related to the buildings/areas included in the scope of this Request for Proposal.

Alabama State University's campus map:

https://www.alasu.edu/academics/researchcenters/centerforleadershipandpublicpolicy/asu-campus-map

SCOPE: The Office of Facilities Management and Operations is requesting a formal bid for Landscaping and Ground Maintenance.
 LICENSING: X Applicable Not Applicable General contractors (persons, firms, or corporations) must show evidence of a state license before their bid is considered. The current license number must be included on the outside of the sealed envelope in which the bid proposal is delivered; otherwise, the bid will be rejected/not considered. In addition, a legible copy of the license shall be included with the bid.
 GENERAL CONTRACTOR: Applicable X Not Applicable
 Section 34-8-1 (Chapter 8 of Title 34, Code of Alabama 1975, as amended), provides: "(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price.

the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama. "(b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter. "(c) For the purpose of this chapter, a "subcontractor" is defined to be a "general contractor" as defined in subsection (a), who performs work under contract to another general contractor." Section 230-X-1-.17 provides installation of equipment that becomes permanent improvements to the building requires a license."

- 4. **OUT-OF-STATE FIRMS:** Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the State of Alabama until it obtains a certificate of authority from the Secretary of State. (Section 10-2B-15.01, Code of Alabama 1975). To obtain forms for a certificate of authority, contact the Secretary of State, Corporations Division. The certificate of authority does not keep the vendor from submitting a bid.
- 5. **MINORITY PARTICIPATION:** Provide any information with respect to your plans for utilization of minorities on this project and documentation, which evidences your past utilization of minorities.
- 6. **OWNER:** Whenever the term "University" is used in these specifications, it refers to Alabama State University.
- 7. **DELIVERY:** This Bid requires **service's start by Upon Agreement and Acceptance of Contract.**

- 8. **WITHDRAWAL:** Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
- 9. **BID OPENING and BID RESULTS:** Interested parties are invited to attend the bid opening. At the time fixed for the opening of the Bid, the contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative. A tabulation of bids will be available within a reasonable time after bid opening.

10. AWARD OF CONTRACT:

A. The contract will be awarded as soon as possible to the lowest Responsible Bidder provided his/her bid is reasonable and in the best interest of the University to accept.

- **B.** The University reserves the right to (1) Waive any informality in bids received when such waiver is in the interest of the University, (2) To accept any item in the bid unless otherwise specified by the University or the Bidder, (3) Award the contract by low bid on each item, low bid on all items, all or none, or products groups.
- **C.** The University reserves the right to reject any and all bids when such rejection is in the interest of the University, and to reject the bid of a bidder who is not in a position to perform the contract. The decision of the University on all such questions shall be final. In the event of any adverse decision by the University, no claim of any sort shall be made or allowed against the University.
- 11. CONTRACT TERMINATION DEBARMENT: A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. (ADDED AS IT WAS INCLUDED IN PREVIOUS LANDSCAPE BID, CAN REMOVE IF PREFFERED)
- 12. **ACCEPTANCE AND PAYMENT:** Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.
- 13. **EXAMINATION OF BID DOCUMENTS:** Each bidder shall examine bid documents carefully and shall make written request to the ASU Procurement Department for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Procurement Department. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.
- 14. **NON-COLLUSION AFFIDAVIT:** Section 41-16-25 provides: "Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders' void.
- 15. **DISCLOSURE STATEMENT:** The successful bidder will be required to file with the Procurement Department a disclosure statement of the relationship between

- contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a purchase order by the University.
- 16. DEFAULT OF CONTRACTOR: Where the University determines the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.
- 17. **PERFORMANCE & PAYMENT BONDS:** Upon execution of the contract, the successful bidder will be required to furnish Performance & Payment Bonds issued by a surety company duly authorized and qualified to make such bonds in the State of Alabama. The bond shall be no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A Performance bond must be presented to ASU Procurement Department prior to the first date of service. Before commencing work, the Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type service.

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

Employees shall concentrate on detail cleaning, including but not limited to, corners, door thresholds, ledges, spider webs, etc. Concentrate on areas designated as high usage and high visibility public areas such as student lounges, courtyards, building entrances, offices and administrative areas. Replace in original arrangement all chairs, office furniture, etc. after the completion of all cleaning activities. Remove cleaning and waxing compounds off walls, carpet areas and baseboards immediately.

The Contractor's employees will actively assist the University to conserve energy by utilizing lighting only in areas where custodial work is being performed.

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

TERMS AND CONDITIONS FOR FEDERAL GRANT FUNDED PURCHASES

These terms and conditions are to comply with and to be interpreted in accordance with the Office of management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2CFR Part 200.

The Supplier/Contractor shall comply with the following additional provisions, if applicable:

Clean Air Act & Federal Water Pollution Control Act (42 USC §§ 7401-7671q; 33 USC §§ 1251-1387): If contract exceeds \$150,000, Contractor is required to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC §§ 1251-1387). Alabama State University is required to report any violations of these acts to the federal government.

Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708): If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible if the worker is compensated at a rate of not less than one ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous.

Debarment/Exclusion (Close the Contractor Fraud Loophole Act, 41 USC § 251; FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment: Contract affirms that neither Contractor nor any of its principals or subcontractor, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency.

If at any time, Contractor does not comply with the Special Conditions section of this contract; Alabama State University will consider this contract void ad initio and will deliver written notice to the Contractor. Any funds Alabama State University has paid the Contractor for work performed before the Contractor received notice that the contract is void ab initio will be immediately repaid or Alabama State University may commence an action for recovery against the said Contractor.

Right to Inventions made Under a Contract or Agreement (37 CFR Part 401): If the award received from the United States of America meets the definition of "funding agreement" under 37 CFR § 401.2(a) and this contract is a substitution of parties, assignment, or performance of experimental, development or research work, Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352): If the cost of this contract exceeds \$100,000, Contractor will comply with all certification and disclosure requirements under the Byrd Anti-Lobbying Amendment, 31 USC 1352.

Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The

requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Davis Bacon Act: Contractor affirms that it shall comply with all provisions of the Davis Bacon (prevailing wage) Act if applicable. Contract agrees to comply with the provisions of the Davis bacon Act whether the contract as awarded is solely or partially funded with federal funds AND whether the contract is amended subsequent to award to include federal funding.

PRICING PROPOSAL FORM

Year 1	Total Monthly Cost	
Optional Year 2	Total Monthly Cost	
Optional Year 3	Total Monthly Cost	
Optional Year 4	Total Monthly Cost	

COPE OF SERVICES: Landscape and Ground Maintenance Specifications

GENERAL INSTRUCTIONS

Contractor will maintain clean and sanitized facilities (Academic Buildings & Residence Halls) to include general cleaning, floor maintenance, wipe downs, bathroom maintenance and sanitizing. Although most general cleaning will take place between the hours of 7:00am-4:00pm, there should be suitable coverage in the academic buildings from 5:00pm-8:00pm for evening classes.

Scope of Work for Landscape and Ground Maintenance Bid

This scope of work outlines the grounds maintenance services to be provided for 17 parcels owned by Alabama State University. The services include mowing, trimming, and litter removal. These services are essential for maintaining the aesthetic appeal and safety of the properties.

(On the map: Areas to be serviced are outlined in black) Mowing:

- Grass on all parcels will be cut to a standard height
- Mowing will be conducted twice a month during the growing season
- Mowing will be conducted once per month during the off-season

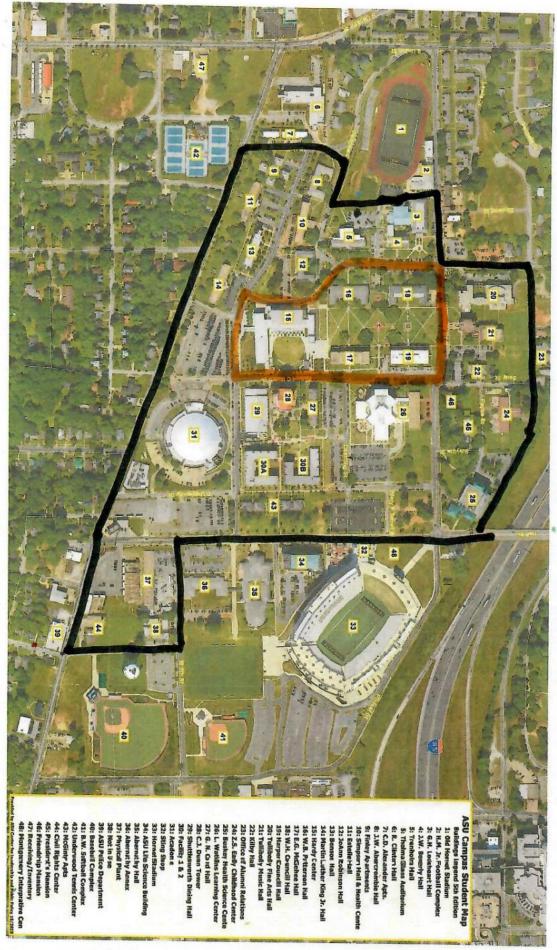
Trimming:

- Trimming of grass around trees, posts, fences, and other obstacles on the parcels
- Ensure that all areas inaccessible to mowers are neatly trimmed during each visit

Litter Removal:

- Inspection and removal of all visible litter on and around the parcels prior to mowing
- Disposal of litter in accordance with ASU's waste management policies

Map attached



ASU Bid #4025-2024 Page 11

The successful bidder will be required to furnish a material, labor and performance bond in the amount of the bid price, issued by a company licensed in the State of Alabama and acceptable to the University, guaranteeing faithful performance of the contract.

DURATION OF CONTRACT: The University reserves the right to issue a contract for a period less than one year or on a renewal basis each year for up to three (3), one-year contracts.

The General Contractor shall assume all liability for and shall indemnify and save harmless the University from all damages and liability for injury to any person or persons, any injury to or the destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operation under the contract, whether such operations be by himself/herself or by any subcontractor, or anyone directly or indirectly employed by either of them, occurring on or about the premises, during the term of the contract or any extension thereof.

The General Contractor shall take out and maintain, during the life of the contract and any extension thereof, **General Liability Insurance** with \$1,000.000, **General Aggregate and Workman's Compensation Insurance** with \$100,000 on each accident to cover his/her liability under the above harmless provisions, and shall take out and maintain such other insurance that may be required. A copy of such liability insurance shall be submitted to the University before commence of work.

The University also reserves the right to have all of the listed equipment inspected by a neutral consulting firm.

PURPOSE: Provide potential bidders general and specific information in submitting a bid to supply the University's needs as listed

- Maintain a local telephone number, and must be able to be reached by telephone and email
 during prescribed business hours. Service Provider will respond to all non-emergency
 telephone and email transmissions in a reasonably prudent time (within 24 hours on the
 next working day) and provide an after normal work hours phone number to be used to
 request emergency or urgently needed services.
- Clean-up the job site at the end of each day and at work completion.
- Provide proof of personnel qualifications, to include but not limited to: copies of licenses, school certificates and letters of reference
- Provide evidence of having adequate and sufficient equipment to perform quality services.
- Move and re-set all furnishings such as desks, chairs, filing cabinets, etc. which interferes with doing the work when required.
- Obtain permits per direction from the Vice President of Facilities Management and Operations.
- General Contractor must demonstrate the ability to provide the Work specified by furnishing information regarding its expertise and integrity.
- General Contractor and personnel must demonstrate an understanding of the Work required and be able to dedicate sufficient time to be able to complete the Work required.
- General Contractor must demonstrate that Jobs of similar scope and/or magnitude have been successfully maintained.
- Proposals will be evaluated on basis of the above and relative merits of the proposal, in addition to price.

I. CONTRACTOR QUALIFICATIONS

In order to qualify as a responsible bidder it must be documented that your firm is capable of satisfactorily complying with the terms, conditions and specifications of this ITB. Qualified bidder must have at least 3 years of experience in this area of services. The following information must be provided in order for the University to make an informed decision regarding your firm's capabilities. Your signature certifies under oath the truth and correctness of all statements and all answers provided in this RFP document.

Address:		City:	State:	Zip:
) Corporation () F	Partnership	() Individual	() Joint Venture	() Other
Tax Identification Numbe	r			
1. How many years has y	our organization b	een in business as a	a service contracto	or?
2. How many years has y	our organization b	een in business und	der its present bus	iness name?
State of Incorpora	ion:tion:			
Vice President(s): Secretary:				
4. Date of Organization:				
Type of partnership: _		(such a	as general or limite	ed)
5. Name and address of	all partners: (Note	: Attach separate s	heets as required)	
Name:				
Address:	C	City:	State:	Zip:
6. If other than a corpora	ntion or partnership	o, describe organiza	tion and name pri	ncipals:

7.	Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:						
8.	Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a service contract(s)? If so, state circumstances:						
	List major service contracts your organization has had under contract within the past twelve (12) months. Attach additional pages if necessary. The contractor must provide evidence that other schools or facilities are comparable with the contract being bid by ASU.						
	Square Footage						

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract

10. List major service contracts your organization has had in the last five years. Attach additional pages if necessary.

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract