



YORK COUNTY COMMUNITY COLLEGE

112 College Drive, Wells ME 04090

REQUEST FOR PROPOSALS

For: Landscaping & Grounds Maintenance Services

Date of Release: March 20, 2023

Bids Due By: April 5, 2023 at 2:00 p.m.

Point of Contact: Mike McNeil, Director of Institutional Operations
mmcneil@yccc.edu, 207-216-4336

SITE WALK:

Interested contractors are encouraged, but not required, to attend a pre-proposal site walk at YCCC. The site walk will take place on Monday, March 27 at 1:00 p.m. rain or shine. Questions will be addressed at this site walk. Please contact Mike McNeil to let him know if you expect to attend. Meet outside the main, front entrance of YCCC.

SCOPE OF WORK:

York County Community College (YCCC) seeks proposals for landscaping and grounds maintenance services at its campus at 112 College Drive in Wells, Maine. The contract will be for two years with an option to extend the contract for one additional year. The contract period will be April 15 – December 15 (eight months).

Services will take place to the College's satisfaction. The scope of work includes:

- Weekly mow and weed-whack / trim of entire Wells campus including roadway entrance and emergency access road/right of way. The day of the week when work is performed is expected to be consistent, weather permitting.
- Application of:
 - fertilization program
 - crabgrass control
 - liquid weed control
 - turf builder
 - surface insect control
 - winterizer

- lime in spring and fall, guided by soil conditions
- Spring cleanup of lawn areas. Initial edge, weed, and mulching of beds.
- Pruning dead or damaged branches from trees and shrubs in parking islands and in front of the school.
- Monthly weeding of all mulched areas throughout the campus.
- Removal and cleanup of a fallen tree near the pond on the entrance way.
- Fall cleanup including leaf raking, removal, and disposal.
- Maintenance of existing irrigation system including spring start-up and fall shut-down. On-going maintenance and repairs will be conducted on a time and materials basis (see Proposal Requirements, below).

The contractor will provide all necessary equipment, tools, labor, and fuel, and materials.

If plantings of shrubs, trees, or flowers is requested by the College, the contractor will prepare a separate estimate for this work for prior approval. The contractor will invoice the College for its costs, including the cost of any plants, on a time and materials basis.

If repairs to the irrigation system are needed, the contractor will prepare a separate estimate for this work for prior approval. The contractor will invoice the College for its costs on a time and materials basis.

The contractor will collect clippings, branches, debris etc. and will be responsible for disposing them off site.

The College respects the contractor as a professional with subject matter expertise. As such, the College will consider additional work beyond the scope of this contract the contractor may identify and recommend, such as aeration or tree work requiring specialists or equipment. The contractor may recommend reducing the frequency of mowing due to drought or other conditions.

The College may request additional work, or a change in the schedule, for special events such as graduation.

The College is not adjacent to any residential settings and offers the contractor some flexibility in setting a schedule for work to be performed. However, the College prefers work involving high decibel equipment such as mowers and blowers not take place during classroom instruction times to the extent this can be avoided.

The contractor will be responsible for any damage caused by the contractor to plants, trees, fixtures, or other College property. Any restoration shall be completed within two weeks of the damage being suffered or identified.

PROPOSAL REQUIREMENTS:

Pricing: Provide a fixed annual cost inclusive of the scope of work itemized above. The selected vendor shall invoice the College in eight equal installments, net 30 days, on or about the 15th of the month beginning April 15.

Time & Materials Hourly Rate - Sanford: The College may seek similar though more limited landscaping services at its 60 Community Drive, Sanford, Maine location. Contractors will submit an hourly rate for other work to be performed at this location. This rate will be inclusive of labor, equipment, fuel, overhead, and any other expenses.

Time & Materials Hourly Rate - Wells: The College may seek similar or adjacent services, such as irrigation system maintenance, that is outside the scope of this RFP. Contractors will submit an hourly rate for other work to be performed at this location. This rate will be inclusive of labor, equipment, fuel, overhead, and any other expenses.

Tax Exempt: YCCC is exempt from sales, property, and excise taxes.

Lead Contact: State clearly your company's lead contact and contact information. The lead contact must be authorized by the organization to enter into contracts.

Business Profile: A statement of qualifications.

Scope of Work: Statement of items to complete the project and deliverables. State any assumptions relevant to preparation of the response.

List of Equipment: Include a list of available equipment, e.g. make, model, and size of vehicles; mowers; dump trucks etc.

Registered and Inspected: Statement acknowledging equipment will be registered and inspected.

Licensed: Statement acknowledging that any personnel operating equipment will be licensed for the class of equipment being used.

Insurance: Statement acknowledging proof of general liability insurance at \$2 million will be required of the selected vendor.

Reciprocal Obligations: Bids must specify any obligations by YCCC.

Optional Information: Proposals may include additional information such as qualifications, a list of key personnel to be assigned to the project, and references.

ADDITIONAL REQUIREMENTS:

After the award, the contractor will:

1. Identify one Site Supervisor or Project Manager, and provide contact information for that individual, to facilitate communication.
2. Provide a statement of pre-existing conditions or deficiencies of grass and plantings. Contractor may include photos to document any issues of concern.
3. Provide certificates of insurance.

Proposals shall remain firm for ninety (90) days from the bid due date.

By submitting a proposal, the bidder agrees and assures the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

The bidder shall be responsible for all costs associated with this proposal up to and including any contract that may result from this proposal.

EVALUATION CRITERIA:

Proposals will be evaluated on the basis of understanding of the project, capacity to perform the work in a timely manner, cost, experience, references, and other criteria deemed appropriate by YCCC. YCCC reserves the right to reject any or all proposals, to waive any formality in any proposal, and generally take such actions as shall be in its best interest. YCCC may, at its discretion, conduct interviews with finalists.

PROPOSAL SUBMISSION:

- A. The RFP due date is April 5, 2023 at 2:00 p.m. Late proposals will not be read or considered.
- B. Submit proposals in a sealed envelope plainly marked to Mike McNeil at YCCC, 112 College Drive, Wells, ME 04090. Proposals may be submitted by email to mmcneil@yccc.edu with the subject heading RFP SNOW REMOVAL.
- C. Questions should be directed to Mike McNeil by email to mmcneil@yccc.edu. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be posted as addenda on the YCCC website and sent to the attention of any vendor who has inquired about the project. YCCC will not be bound by oral responses to inquiries or written responses other than addenda.
- D. YCCC expects to award the project within 30 days of the due-by date. All bidders will be notified of the outcome.

**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.
5. Any MCCS entity shall have the option to purchase goods and services from VENDOR under the same terms and conditions set forth in this Agreement.