REQUEST FOR PROPOSALS #MCTCLWN040324

"LAWN MAINTENANCE, SNOW REMOVAL, SALT APPLICATIONS, LANDSCAPING SERVICES AND SEASONAL SERVICES BY LOCATION"



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MOUNTWEST COMMUNITY AND TECHNICAL COLLEGE

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EXHIBITS

Exhibit A Vendor Registration Form W1 Exhibit B Taxpayer Identification Form W-9 Exhibit C Purchasing Affidavit Exhibit E Agreement Addendum WV-96 Exhibit H Site Map – Main Campus Exhibit I Site Map – Cabell Hall Site Map – Center of Culinary Arts Exhibit J Services by Location example Exhibit L

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MOUNTWEST COMMUNITY AND TECHNICAL COLLEGE

Questions will be received until Friday: April 19, 2024, 3:00 pm EDST

Proposals will be received until Friday, May 3, 2024, 2:00 pm EDST

SECTION 1: General Information and Standard Terms and Conditions

1.1 Purpose:

Mountwest Community and Technical College is seeking competitive proposals from qualified vendors that have the professional capability and experience to plan, as well as, implement a successful multi-location services package to include: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services.

1.2 Schedule of Events:

Bid Released: Thursday, April 4, 2024 Mandatory Site Visit (multiple locations): Friday, April 12, 2024 10:00am EST Questions Due: Friday, April 19, 2024 3:00pm EST Questions Answered/Addenda Released: Tuesday, April 23, 2024 Bids due: Friday, May 3, 2024, 2:00pm EST Bids opening: Friday, May 3, 2024, 2:00pm EST Bid Award: Friday, May 10, 2024 Contract Begin: July 1, 2024

1.3 Vendor's Point of Contact

The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

Peter A. Smith, Director Business Services One Mountwest Way, #405B Huntington, WV 25701 E-mail: <u>smithp@mctc.edu</u> (preferred form of contact) Phone: 304.710.3509

1.4 Posting of Information

This RFP and any addenda, including answers to questions, will be posted to: https://www.mctc.edu/administration/business-services/purchasing-information.

1.5 Questions and Answers:

Questions concerning this RFP will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When submitting questions by e-mail, please reference **RFP-#MCTCLWN040124** in the subject line. Questions, if any will be answered by addendum and posted to the webpage identified in Section 1.4 above.

Site visits have been scheduled for April 12, 2024 10:00AM EST (Friday). *A maximum of two* (2) attendees from each vendor are permitted. Failure or omission of any vendor to visit the site(s) and acquaint himself/herself with conditions that exist will automatically deem the proposal as non-responsive and subject to rejection. Please email the Director Business Services of your intention to attend a site visit.

1.6 Proposal Submission:

Deliver an original and three (3) copies of the proposal on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the Director Business Services' name (Peter A. Smith).

In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid.

Proposals received after the due time and date will not be considered. It is the vendor's sole responsibility to ensure timely delivery of the proposal.

1.7 Proposals

Proposals shall remain in effect for a minimum of ninety (90) days from the submission date.

1.8 Conflict of Interest:

By signing the proposal, the vendor affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal.

Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to Mountwest Community and Technical College promptly.

1.9 Independent Proposal:

A proposal will not be considered for award if the price in the proposal has not arrived independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.10 Rejection of Proposals:

The Director Business Services reserves the right to accept or reject any or all proposals, in part or in whole, at his discretion. The Director reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the vendor nor obligates the Commission/Council in any manner.

1.11 Expenses:

Mountwest Community and Technical College will not be held liable for any expenses incurred by any vendor responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

1.12 Interviews:

Discussions and/or interviews may be held with the vendors under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

1.13 Oral Statements and Commitments:

Any oral representations made or assumed to be made during discussions held between the vendor's representatives and Mountwest Community and Technical College personnel are not binding. Only the information issued in writing and/or added to the RFP by an official written addendum is binding.

1.14 Award

It is anticipated that a single contract will be awarded for all services. However, the Commission/Council reserves the right to configure the contract in whatever manner is in its' best interests.

1.15 Public Record

All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at Mountwest Community and Technical College. The only exception for public record is disclosure information listed in WV Code Section 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosures.

1.16 Contract

The RFP and the vendor's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the vendor's proposal in the response to the RFP.

1.17 Contract Term

This contract will be effective July 1, 2023 and shall extend for a period of three (3) years. By mutual consent of the vendor and Mountwest Community and Technical College, the contract may be renewed for an additional two (2) one (1) year periods.

1.18 Contract Changes

Any changes to the original contract will be made via a Change Order issued by Mountwest Community and Technical College. No change is official until a signed Change Order is produced.

1.19 Contract Termination for Unavailability of Funds:

If funds are not appropriated or allocated for the services provided under this contract, Mountwest Community and Technical College may terminate the contract at the end of the affected current fiscal period with charge or penalty. The Commission/Council shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the Commission/Council receives notice.

1.20 Contract Termination for Failure to Perform

Mountwest Community and Technical College may terminate the contract resulting from this RFP immediately at any time if the vendor fails to meet the terms of the contract.

1.21 Payment of fees will be made upon successful completion of the required services

Monthly payments for services satisfactorily completed may be made pursuant to a payment schedule with is deemed satisfactory to Mountwest Community and Technical College and is included in the vendor's response to this RFP.

1.22 Invoices

The vendor shall submit invoices in arrears. State law prohibits payment of invoices prior to receipt of services. **State law does not provide for interest payments on late payments.** Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.23 Governing Law

This contract shall be governed by the laws of the State of West Virginia.

1.24 Vendors are Expected:

Vendors are expected to be fully acquainted with each site related to the proposed services and to obtain a thorough understanding of each campus landscape. It is imperative that vendors acknowledge and understand any difficulties and/or restrictions that may affect the execution of the work under the contract.

Vendors shall not be relieved from assuming all responsibility for properly estimating the difficulties and/or restrictions and cost of performing the services required because of failure to investigate the conditions or be aware of all the information concerning the services to be provided.

Site visits have been scheduled for April 11, 2024 10:00 AM EDST (Thursday). *A maximum of two (2) attendees from each vendor are permitted.* Failure or omission of any vendor to visit the site(s) and acquaint himself/herself with conditions that exist will automatically deem the proposal as non-responsive and subject to rejection. **Please email the Director Business Services of your intention to attend a Site Visit.**

SECTION 2: Eligibility Requirements

2.1 Vendor Registration

WV Code Section 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

2.2 Debarment

WV Code Section 5A-3-33 through 5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State

The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information

The Internal Revenue Service (IRS) requires the Commission/Council to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W-9 is used to obtain this information. See Exhibit B

2.5 Purchasing Affidavit

WV State Code Section 5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed and returned with the vendor's proposal.

2.6 RFP Response Title Page

The Title Page includes the RFP Number, Addenda Received check boxes, the Vendor's business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. See Exhibit D. Vendor should include this title page with the bid response.

SECTION 3: Background Information

3.1 Purpose:

Mountwest Community and Technical College is seeking competitive proposals from qualified vendors for a full-service lawncare, snow removal and salt application company to work collaboratively as a partner in providing maintenance to all of the properties that are currently the responsibility of Mountwest Community and Technical College.

3.2 Institutional Information:

Mountwest Community and Technical College (the College) is one of West Virginia's nine community and technical colleges. The College serves the post-secondary educational needs of the commuter, off-campus, and non-traditional student population. The College currently enrolls over 2,000 students and employs 140 full-time and numerous part-time staff to support the mission of the College.

The College, with its' main campus atop a mountain south of Huntington, WV, and surrounded by the beautiful landscape of West Virginia, continually works to enhance the image of the institution by maintaining a high standard of care for all grounds, drives, walks, and parking areas; and to provide an attractive, efficient, functional, and safe campus environment for community and student satisfaction.

Main campus, located on 35 acres south of the City of Huntington, is defined as commuting only. The 115,000 square foot facility located on the main campus houses the administration and the majority of academic offices and instructional space.

In addition to the main campus, the College also maintains two (2) off-campus sites, referred to as Cabell Hall and The Center for Culinary Arts which provide instructional space for specialized programs requiring different attributes from the traditional classroom.

3.2.1 Main Campus

Main Campus located on 35 acres south of the City of Huntington, is defined as commuting only. The 115,000 square foot facility located at One Mountwest Way, Huntington, WV 25701, houses the administration, and the majority of academic offices and instructional space. **(Site Map Exhibit H)**

3.2.2 Cabell Hall

Cabell Hall is a 17,589 square foot facility located at 2008 7th Avenue, Huntington, WV 25703, in the center of the City of Huntington adjacent to the Marshall University Campus. This facility provides the College with storage space and some office space is leased to a third party. Currently, there are no normal hours of operation. **(Site Map Exhibit I)**

3.2.3 The Center of Culinary Arts

The Center for Culinary Arts (CCA) provides approximately 14,000 square feet of office, traditional classroom, and specialized instructional space that consists of two (2) full-scaled commercial kitchens. The facility was acquired by the College in 2010 to accommodate the expanding needs of the Culinary Arts program. It is located at 1638 8th Avenue, Huntington, WV 25703. The normal operating hours are Monday through Thursday, 7:00AM to 6:00PM. (**(Site Map Exhibit J)**

SECTION 4: Scope of Services

4.1 Specifications:

The specifications that follow detail and define the desired lawn maintenance and snow removal/salt application services by location. Although consistency exists in the specifications for each location, there are some differences. It is the Vendor's responsibility to understand these specifications and recognize such differences. Additionally, in an effort to maximize cost

savings, the College has the right to award the contract in whole or in part to a vendor(s) whereas by doing so the College receives the most competitive and best pricing.

By signing and submitting the proposal, the successful Vendor agrees to be bound to all the terms contained in this section of the RFP.

4.2 Services by Location:

4.2.1 Main Campus:

4.2.1.1 Lawn Maintenance:

- Grass areas are to be mowed weekly during the growing season of April through October to maintain an average height of 2-2 ½ inches. Dry and wet weather conditions may affect mowing times. Any deviation from the agreed mowing schedule must be discussed and documented with the Director of Facilities.
- Trimming and edging shall be performed around all landscaped and paved surfaces weekly.
- All vegetation shall be trimmed from paved surfaces and sidewalks weekly.
- Sidewalks and other paved surfaces shall be swept or blown off of all grass clippings after edging, mowing, weeding and trimming.
- Incidental litter and debris shall be removed from grass areas and discarded appropriately prior to mowing.
- Extreme caution shall be taken with the use of chemicals for weed control. Broadleaf weeds can be controlled with applications of selective herbicides which shall be approved by the Director of Facilities or his/her designee prior to use.

4.2.1.2 Snow Removal:

- Provide snow removal services within designated areas for any and all occurrences, or when otherwise specifically requested by the Director of Facilities or his/her designee; salt application shall be applied to all areas as designated by the Director of Facilities or his/her designee.
- Provide 24/7 availability during the College's normal operating hours; snow removal should be 100% completed by 7:00am, Monday through Sunday (7 days a week). Holidays and weekends shall be at the discretion of the Director of Facilities or his/her designee.
- Crews must consist of an adequate number of personnel and equipment to ensure deliver of services to all designated areas requested within 4 hours of snowfall.
- Snow must be properly placed within all parking areas designated to minimize loss of parking spaces; however, when evident need exists, removal of snow

stockpiles may be requested by the Director of Facilities or his/her designee at no additional cost.

4.2.1.3 Salt Application:

- Salt application should be done in sufficient quantities to ensure the melting of any frozen precipitation when slippery and/or icy conditions warrant.
- Attention to detail is a must to avoid a potential slip hazard from the use of excess salt. No piling.

4.2.1.4 Landscaping Services:

- Monthly landscaping maintenance to include: touch up mulching, weeding and planting as needed.
- Parking lot and sidewalk cracks will be sprayed monthly to control the growth of weeds.
- Shrubbery shall be pruned and shaped annually during the contract timeframe and will be scheduled accordingly by the Director of Facilities.

4.2.1.5 Seasonal Services:

- The trimming of trees less than 12 feet in height shall be completed annually to eliminate dead wood, suckering and hazardous conditions.
- Hedge trimming
- Spring and Fall aeration and leaf removal.

4.2.2 Cabell Hall

4.2.2.1 Lawn Maintenance:

- All areas that are not paved are considered grass (lawn).
- Grass areas are to be mowed weekly during the growing season of April through October to maintain an average height of 2-2 ½ inches. Dry and wet weather conditions may affect mowing times. Any deviation from the agreed mowing schedule must be discussed and documented with the Director of Facilities.
- Trimming and edging shall be performed around all landscaped and paved surfaces weekly.
- All vegetation shall be trimmed from paved surfaces and sidewalks weekly.
- Sidewalks and other paved surfaces shall be swept or blown off of all grass clippings after edging, mowing, weeding and trimming.
- Incidental litter and debris shall be removed from grass areas and discarded appropriately prior to mowing.

4.2.2.2 Snow Removal

- Snow removal will be on an on-call service to be determined by the Director of Facilities.
- Please provide, with your bid, a list of services with the rates to be expected in the event of on-call snow removal.

4.2.2.3 Salt Application:

- Salt application will be on an on-call service to be determined by the Director of Facilities.
- Please provide, with your bid, a list of services with the rates to be expected in the event of on-call salt application.

4.2.2.4 Landscaping Services:

- Parking lot and sidewalk cracks will be sprayed monthly to control the growth of weeds.
- Extreme caution shall be taken with the use of chemicals for weed control. Broadleaf weeds can be controlled with applications of selective herbicides which shall be approved by the Director of Facilities or his/her designee prior to use.

4.2.2.5 Seasonal Services:

• No Seasonal Services required at this time.

4.2.3 Center for the Culinary Arts:

4.2.3.1 Lawn Maintenance:

- All areas that are not paved are considered grass (lawn).
- Grass areas are to be mowed weekly during the growing season of April through October to maintain an average height of 2-2 ½ inches. Dry and wet weather conditions may affect mowing times. Any deviation from the agreed mowing schedule must be discussed and documented with the Director of Facilities.
- Trimming and edging shall be performed around all landscaped and paved surfaces weekly.
- All vegetation shall be trimmed from paved surfaces and sidewalks weekly.
- Sidewalks and other paved surfaces shall be swept or blown off of all grass clippings after edging, mowing, weeding and trimming.
- Incidental litter and debris shall be removed from grass areas and discarded appropriately prior to mowing.
- •

4.2.3.2 Snow Removal:

- Provide snow removal services within designated areas for any and all occurrences, or when otherwise specifically requested by the Director of Facilities or his/her designee; salt application shall be applied to all areas as designated by the Director of Facilities or his/her designee.
- Provide 24/7 availability during the College's normal operating hours; snow removal should be 100% completed by 7:00am, Monday through Sunday (7 days a week). Holidays and weekends shall be at the discretion of the Director of Facilities or his/her designee.
- Crews must consist of an adequate number of personnel and equipment to ensure deliver of services to all designated areas requested within 4 hours of snowfall.
- Snow must be properly placed within all parking areas designated to minimize loss of parking spaces; however, when evident need exists, removal of snow stockpiles may be requested by the Director of Facilities or his/her designee at no additional cost.

4.2.3.3 Salt Application:

- Salt application will be on an on-call service to be determined by the Director of Facilities.
- Please provide, with your bid, a list of services with the rates to be expected in the event of on-call salt application.

4.2.3.4 Landscaping Services:

- Weeds shall be removed and disposed of weekly.
- Parking lot and sidewalk cracks will be sprayed monthly to control the growth of weeds.

4.2.3.5 Seasonal Services:

- Weeds and brush located along the railroad tracks will be removed annually.
- Weeds and brush located along the railroad tracks will be sprayed bi-annually to control growth along the tracks.

SECTION 5; Mandatory Bid Requirements

The requirements below must be met for the vendor to be eligible to submit a response to this RFP.

5.1 Mandatory Bid Requirement #1

The vendor must have the professional capability and experience to plan, as well as, implement a successful multi-location services package to include: Lawn Maintenance, Snow Removal, Salt

Application, Landscaping Services and Seasonal Services. At least one full-time employee must serve as an account representative to Mountwest Community and Technical College.

5.2 Mandatory Bid Requirement #2

The vendor must have a minimum of three (3) years' experience in planning and implementing a successful multi-location services package to include: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services.

5.3 Mandatory Bid Requirement #3

The vendor must have provided services similar to the services described in this RFP with at least one client.

5.4 Mandatory Bid Requirement #4

The vendor must comply with a time schedule, by location which is satisfactory to MCTC.

5.5 Mandatory Bid Requirement #5

The vendor shall maintain appropriate accounting and record keeping activities to document and substantiate all services provided under this RFP.

5.6 Mandatory Bid Requirement #6

At the request of MCTC, the vendor will travel to and from Mountwest locations. All travelrelated expenses incurred during the process of providing the services specified in this RFP are the responsibility of the vendor and are not reimbursable.

5.7 Mandatory Bid Requirement #7

Vendor must provide all cost information in a separate sealed envelope labeled "**Pricing Information**". Failure to do so will result in disqualification of the vendor's bid.

SECTION 6: Desirable Bid Requirements

6.1 Special Projects/ Unforeseen Work – Crew Supervisor

Please list the expected hourly rate for a crew supervisor in the event of a Special Project or Unforeseen Event on a separate cost sheet.

6.2 Special Projects/Unforeseen Work – Crew General Laborer

Please list the expected hourly rate for a General Laborer in the event of a Special Project or Unforeseen Event on a separate cost sheet.

SECTION 7: Vendor Information and Qualifications

Provide a statement/response to each of the following:

- Provide a statement of qualifications of individuals who will potentially be assigned to this project.
- Describe the experience that key personnel have, their length of service with the company as well as other relevant skills.
- Describe the firm's size and financial stability, illustrating its ability to fulfill the terms of the RFP.
- Describe any related experience that has been provided in the last three (3) years.
- Provide the names, telephone numbers and mailing addresses of at least three

 (3) clients and the contact person from whom references may be obtained for
 both the firm and the key personnel assigned to the engagement. References
 should be from clients comparable to the type and scope of services solicited in
 this RFP.

SECTION 8: Vendor Response and Evaluation Criteria

8.1 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to satisfy the requirements of this RFP. Emphasis should be place on completeness and clarity of content.

8.2 Proposals:

Proposals should be limited to one hundred (100) pages. Additional material may be presented as attachments to the main proposal.

By signing and submitting the proposal, the successful vendor agrees to be bound to all the terms contained in this section of the RFP.

8.3 Proposal Format:

Vendors should provide responses in the format listed below:

- A title page should be provided. The title page is the preferred method of providing the vendor's information. If the vendor does not utilize a title page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.
- A table of contents clearly identifying the material by section and page number.
- Mandatory Requirement Checklist clearly identifying if the requirements are met and include a page reference as to where it is addressed. (Exhibit D).

- Vendor is to provide an explanation of their understanding of the project and their ability to meet the requirements of this RFP.
- Cost for services should be provided on a separate Cost Sheet.

8.4 Proposal Evaluation:

The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below. Vendor must score a minimum of 70% (49 points) to be considered a qualifying proposal.

- Experience and Company Background 30 points
- Responses to Section 7 will be reviewed and evaluated 40 points
- The low bid will receive a full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

8.5 Award

Award will be made to the vendor receiving the highest point total.

8.6 Exceptions:

In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked vendor, MCTC reserves the right to undertake negotiations with the next highest ranked vendor and so on until mutually acceptable terms can be reached.

SECTION 9: Additional Information

9.1 The State's Agreement Addendum (WV-96)

The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented (Exhibit E).