

# REQUEST FOR BIDS

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### Exhibits:

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| Exhibit A | Serviceable Area Map                      |
| Exhibit B | Vendor Registration Form                  |
| Exhibit C | Taxpayer Identification Form W9           |
| Exhibit D | WV Ethics Commission Disclosure Statement |
| Exhibit E | Agreement Addendum                        |
| Exhibit F | Title Page                                |
| Exhibit G | EFT Payment Set-Up                        |

Proposals will be received until 3:00PM EST, May 6, 2024

## REQUEST FOR BIDS

### RFP #24-01 Lawn Care Services

#### **SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS**

1.1 Purpose: The purpose of this Request for Bids (RFB) is to solicit bids from qualified firms to obtain lawn care and landscaping services.

1.2 Schedule of Events:

Release of RFB: April 1, 2024

Questions Due Date: April 22, 2024

Answers to Questions Posted: April 29, 2024

Proposal Due Date: May 6, 2024

1.3 Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Bids (RFB) is:

Kevin Cappello  
Contract and Procurement Specialist  
Blue Ridge Community & Technical College  
13650 Apple Harvest Drive  
Martinsburg, WV 25403  
kcappell@blueridgectc.edu

1.4 Posting of Information: This RFB and any addenda, will be posted on the Blue Ridge CTC website, <https://www.blueridgectc.edu/about-blue-ridge/finance-office/purchasing/rfps/>

1.5 Questions and Answers: Questions concerning this RFB will be received via email by the point of contact until April 22, 2024. When submitting questions please reference RFB #24-01 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Bid Submission: Deliver an original and four (4) copies of the bid on or before the date required in Section 1.2. The outside of the envelope should be sealed and prominently reflect. All proposals must be received at 13650 Apple Harvest Drive, Martinsburg, WV 25403 by 3:00pm EST deadline.

**Proposals received after 3:00pm EST will not be considered. It is the bidder's sole responsibility to ensure timely delivery of the proposal.**

1.7 Bids shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the bid, the bidder affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' bid. Bidder 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 bidder must disclose it to the institution promptly.

1.9 Independent Bid: A bid will not be considered for award if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor.

1.10 Rejection of Bids: The College reserves the right to accept or reject any or all bids, in part or in whole, at its discretion. The College reserves the right to withdraw this RFB at any time for any reason. Submission of, or receipt by, the College confers no rights upon the bidder nor obligates the institution in any manner.

1.11 Expenses: The institution will not be held liable for any expenses incurred by any bidder responding to this RFB including expenses to prepare or deliver the bid or attend any oral presentation.

1.12 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFB 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 bidder's representatives and the institution personnel are not binding. Only the information issued in writing and added to the RFB 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 institution 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 RFB and any documents created as a result of this RFB 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 the institution.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.16 Contract: The RFB and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFB and any addendum, and the bidder's proposal in the response to the RFB.

1.17 Contract Term: This contract will be effective from July 1, 2024 – June 30, 2027 with the option of two (2) 1-year renewals.

1.18 Contract Changes: Any changes to the original contract will be made via a Change Order issued by the institution. 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, the institution may terminate the contract at the end of the affected current fiscal period without charge or penalty. The institution shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the institution receives notice.

1.20 Contract Termination for Failure to Perform: The institution may terminate the contract resulting from this RFB immediately at any time 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. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the Systems and is included in the bidder's response to this RFB.

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 State Debt: By submitting a bid, the vendor affirms they owe no debt to the State of West Virginia.

## **SECTION 2: ELIGIBILITY REQUIREMENTS**

2.1 Vendor Registration – WV Code § 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. See Exhibit C.

2.2 Debarment – WV Code §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 bid. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the institution to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit D.

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

2.6 WV Ethics Commission Disclosure Statement – WV State Code §6D-1-2 requires that for contracts with an actual or estimated value of at least \$1,000,000, the vendor must submit a disclosure of interested parties form prior to contract award. See Exhibit F.

### **SECTION 3: SCOPE OF SERVICES**

Blue Ridge CTC is looking for a landscaping contractor service to maintain the grounds at HQ (13650 Apple Harvest Drive, Martinsburg WV 25403) and Tech Center Pole Park (TC) (5550 Winchester Ave, Martinsburg WV 25404).

#### **3.1 Professional Lawn Care (mowing, trimming)**

- Remove no more than 1/3 of grass-leaf growth
- Do not delay mowing until grass blades bend over and become matted
- Do not mow when grass is wet
- Mow at a consistent speed no more than 5mph
- Do not mow grass shorter than 2.5"
- Do not let the grass grow more than 3.5"
- Trim edges of lawn so no overhang onto pavement is visible
- Promptly remove soil and debris created by turf work from paved areas
- Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas

#### **3.2 Spring Landscape Clean Up**

- Fill in as necessary soil subsidence that may occur because of settling or other processes
- In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement
- Organic mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
  - Type: Shredded hardwood
  - Size range: 3" maximum, 1/2" minimum

- 3.3 Turf Management Program (pre-emergent, aeration, weed control)
- Apply treatments as required to keep turf and soil free of pests and pathogens or disease
  - Use integrated pest management practices wherever possible to minimize the use of pesticides and reduce hazards
  - Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
  - Pre-emergent Herbicide (Selective and Nonselective): Effective for controlling the germination of growth of weeds withing the planted areas at the soil level directly below the mulch layer.
  - Turf aeration to be implement during late summer/fall
  - Do not aerate during hot days or droughts
  - Weeding (per man hour)
  - Round-up application (per man hour)
- 3.4 Tree/shrub pruning when needed per BRCTC request and guidance
- 3.5 Tech Center Pole Park (TC) will only require Professional Lawn Care as designated in section 3.1 and weed control.

#### **SECTION 4: VENDOR INFORMATION AND QUALIFICATIONS**

Provide a statement/response to each of the following:

- 4.1 The vendor must have at least five-years' experience with landscaping contractor services in a commercial setting.
- 4.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.
- 4.3 Describe the Firm's size, illustrating its ability to fulfill the terms of the RFB.
- 4.4 Describe any related experience.
- 4.5 Provide samples of similar work.
- 4.6 Provide the names, telephone numbers and mailing addresses of at least three 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.

4.7 Provide costs for each of the services below:

- Mowing HQ (price per mow)
- Mowing TC (price per mow)
- Weeding (price per man hour)
- Round-up application (price per man hour)
- Tree/shrub pruning (price per man hour)
- Misc. Landscape Work (price per man hour)

## **SECTION 5: BIDDER RESPONSE AND EVALUATION CRITERIA**

5.1 Economy of Preparation: Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFB. Emphasis should be placed on completeness and clarity of content.

5.2 Bids should be limited to 10 pages. Additional material may be presented as exhibits to the main proposal.

5.3 A Title Page (Exhibit H) should be provided. The Title Page includes the RFB Number, Addenda Received check boxes, the Bidder'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. Note: The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the 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.

5.4 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

5.4.1 Vendor references and experience – 25 points

5.4.2 Vendor's ability to fulfill the terms of the RFB – 25 points

5.4.3 Price – 50 points

The low bid will receive the full 50 points. Each higher bid will receive a percentage of the 50 points on a ratio basis compared to the low bid cost.

5.5 Award will be made to the bidder receiving the highest point total.

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

## **SECTION 6: ADDITIONAL INFORMATION**

6.1 By submitting a proposal in response to this RFB, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFB in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

6.2 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 to the Systems for execution (See Exhibit E). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.