March 3, 2015

To Whom It May Concern:

Calhoun State Community College will receive sealed bids on Grounds and Landscape Maintenance, Bid# 15-028, in its Business Office until 9:00 a.m. on Friday, March 20, 2015, for the item(s) described and specified on the attached sheet(s). All bids received after this time will not be considered. The Bids will be publicly opened and read aloud. A mandatory Pre-Bid Conference will be held on March 16, 2015, at 9:00 a.m. in Room 146 of the Math Science Administration Building on the Tanner, AL campus.

General Conditions and Instructions to Bidders:

1. All bids are to be in sealed envelopes with the opening date and bid number to be on the outside of the envelope. Bids should be mailed to: Calhoun Community College, ATTN: Patricia Hughes, P.O. Box 2216, Decatur, AL 35609 or 6250 U. S. Highway 31 North, Tanner, AL 35671. If you have questions regarding this bid request, contact Patricia Hughes @ 256-306-2541. We will not accept bids that are faxed. Bids delivered by Federal Express, Airborne Express, and all other delivery services must be labeled with “bid enclosed” along with the opening date and bid number on the outside of the delivery service’s envelope.

Bids may be hand delivered to Patricia Hughes in the Business Office on the third floor of the Math, Science and Administration Building on the Tanner campus between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday (except holidays) or may be brought to the bid opening meeting. Note the location of the bid opening meeting and allow sufficient time for parking and arrival to the bid opening on time; no bids will be accepted on the date of the bid opening after the hour specified for the meeting to begin. The bid opening will begin at 9:00am on March 20, 2015 in the Math Science Administration Building in room number 146.

2. Only written modifications to proposals will be accepted.

3. Bidders may submit proposals on any one or all items listed. The College reserves the right to accept bids in any combination, or reject any or all bids or part thereof and waive information that might be in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College.

4. All bids are to include delivery dates of merchandise. All shipping and handling charges shall be the responsibility of the successful bidder, unless stated in the bid quote. All bid prices are to be quoted F.O.B. (Free on Board) to Calhoun Community College, Decatur, Alabama. The successful bidder must assume all liability/responsibility for damage in transit.

5. Reference in the specifications to name brands, catalog numbers, etc. is for identification purposes only and is no way intended to eliminate or discourage the offering of substitute items which equal or exceed the specifications. If substitute brands are offered, specifications for those brands must be included in the bid package. Failure to supply these specifications may result in the rejection of the bid. When the bidder does not state brand name or catalog number, it is understood the offer is exactly as specified.

6. Unless otherwise indicated, items furnished under the request must be new. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer.
7. Bid prices are not to include tax. The College is a State of Alabama Institution. If your company gives a
discount, this must be included in the quote. The College writes accounts payable checks on the 1st and 15th
of each month, no exceptions.

8. Attendance at the Mandatory Pre-Bid Conference on March 16, 2015 at 9:00 a.m. in Room 146 of the Math
Science Administration Building on the Main Decatur Campus is required in order to submit a bid and it be
considered.

9. All items are to be free from defects in material and workmanship. If items are found to be defective or
damaged or do not meet the specifications, they are to be replaced immediately by the Vendors at no
additional cost to the College. If a company is awarded a bid and the company cannot honor the terms of the
bid, the company may be removed from the College’s preferred vendor list.

10. Quantities listed on the specification sheet are believed to be correct; however, the College reserves the right
to alter or vary the quantities for a period of sixty (60) days from the bid opening.

11. No payment will be made until all items have been received in good condition.

12. After the bids are opened, all bids become the property of the College and will be made available for public
inspection.

13. The proposal is to be made without connections with any other person, company, or party making a bid
proposal and is to be in all respects fair and in good faith, without collusion or fraud.

14. Nonresident Bidder Information: Section 39-3-5 of the Alabama code provides as follows:

(a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those
contracts funded in whole or in part with funds received from a federal agency, preference shall be given to
resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local
contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder’s
state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors
in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted
preference over nonresidents in awarding of contracts in the same manner and to the same extent as
provided by the laws of the state of domicile of the nonresident.

(b) A summary of this law shall be made a part of the advertised specifications of all projects affected by
this law. (Acts 1984, No. 84-228, p. 348; Act 2001-637, §1.)

15. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or
employer with one or more employees working in Alabama, the business entity or employer must provide
documentation of enrollment in the E-Verify program. During the performance of the contract, the
business entity or employer shall participate in the E-Verify program and shall verify every employee that is
required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify
Memorandum of Understanding must be included with the bid. If you do not believe these requirements
are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-
Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the
federal web site www.uscis.gov/everify.

The Alabama Department of Homeland Security (http://immigration.alabama.gov) has also established an
E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will
provide a participating business entity or employer with the required documentation of enrollment in the
E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification
Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

16. For all contracts executed under bids, Alabama law now requires the following clause in all contract or
agreements: “By signing this contract, the contracting parties affirm, for the duration of the agreement,
that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

17. 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 into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

18. In submitting a proposal the bidder agrees to execute a contract incorporating the General Conditions and Instructions to Bidders for any and all items which collectively shall constitute the contract, and if deemed required to execute Payment and Performance Bonds. Failure to do so shall result in forfeiture of bid security.

19. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state, or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama State Board of Education or the Department of Postsecondary Education.

20. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.00.

21. Only complete bid packages at the time of the bid opening will be considered. A complete bid package will include the following:

1. Alabama Disclosure Statement
2. Fraud/Collusion Statement
3. E-Verify Memorandum of Understanding (entire document)
4. Calhoun Vendor Form (see Calhoun website)
5. IRS W-9 (www.irs.gov)
6. OTPS License
7. SLP License
8. Alabama Permit for Professional Services
9. Completed Pricing Sheets
10. Completed Section 6 References and Section 7 General Vendor Information

Sincerely,

Patricia O. Hughes, CPA, CMA
Director of Office Management and Purchasing
Calhoun Community College
Grounds and Landscape Maintenance Bid# 15-028
Request for Quote

IMPORTANT DATES TO REMEMBER:

Monday, March 16, 2015, @ 9a.m.
Mandatory Pre-bid Conference
Math Science Administration Building
Building #14, Room 146
6250 US Hwy 31 North, Tanner AL

Friday, March 20, 2015 @ 9:00 a.m.
Sealed Quote Deadline (no exceptions)
Math, Science and Administration Building
Building #14, Room 146
6250 US Hwy 31 North, Tanner AL

Monday, March 30, 2015
Contract Begins
Calhoun Community College will be receiving sealed quotes from qualified vendors in the Business Office, Hwy. 31 North, Decatur, Alabama, until 9:00 a.m. Friday, March 20, 2015, for the following:

LABOR AND EQUIPMENT TO MAINTAIN DESIGNATED GROUNDS AND LANDSCAPES ON THE CALHOUN COMMUNITY COLLEGES CAMPUSES LOCATED IN DECATUR (TANNER, AL), DECATUR DOWNTOWN (ACA), AND HUNTSVILLE, ALABAMA

SECTION 1.0 - GENERAL SPECIFICATIONS

1.01 INTRODUCTION AND OVERVIEW

1.02 The College is seeking bids to establish a contract to supply all labor and equipment to maintain designated grounds and landscapes on the College’s three campuses in a continuous professional manner for an initial one year period beginning Monday, March 30, 2015 or earliest agreed to date. See Section 1.20 following for possible renewal options.

Maintenance as defined for bid purposes shall include removing litter, mowing, edging, hedge trimming, raking, weeding, weed eating, watering, use of herbicides as needed, mulching, fertilizing, and other related duties as outlined herein. This includes the visual appearance of the grounds and the health and condition of the turf areas.

1.03 The contractor shall be fully responsible for the performance of its company and completion of all work as outlined in these specifications. The contractor shall employ sound horticultural practices and methods that are standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner.

1.04 The College maintains a philosophy of excellence in all of its programs. The College expects the successful vendor to provide the customer service, time, resources and personnel necessary to provide excellent grounds maintenance.

All campuses of Calhoun Community College are tobacco free campuses. The contractor and employees will be expected to adhere to this requirement while on campus.

1.05 MANDATORY PRE-BID CONFERENCE

1.06 Calhoun Community College requires all prospective bidders to attend a mandatory pre-bid conference scheduled for Monday March 16, 2015 @ 9:00 a.m. All prospective bidders should
meet promptly at 9:00 a.m. in Room 146 of the Math Science Administration Building on the
Decatur Campus at Tanner, AL. An attendance sheet must be signed or bids will not be accepted
from vendors who are not in attendance at the pre-bid conference. Failure to attend this pre-bid
conference will eliminate your bid from consideration. It is very important that you read the
entire bid request prior to the pre-bid conference and have your questions ready to present at
this session.

1.07 The pre-bid conference must be attended by at least one full-time, permanent employee of the
bidder, (not a subcontractor of the vendor) and must be qualified to understand the information
given during the pre-bid conference and participate in any discussions held at such time.
Prospective bidders will be given a tour of the Decatur service areas during the pre-bid
conference.

1.08 BID SUBMITTAL

1.09 All bid responses, technical information and any other attachments furnished to the College in
response to this bid solicitation must be submitted as follows: THE ORIGINAL PROPOSAL AND
ATTACHMENTS WITH ORIGINAL SIGNATURE. Vendors who fail to follow this format may be
disqualified from the evaluation and award phase of this bid.

1.10 Any answers/explanations to questions or “Exceptions to Terms & Conditions” must be clear and
concise. Any exception taken to any portion of this request MUST be so stated on the included
EXCEPTIONS page. If Exceptions are not stated in the proposal, the College will assume
compliance with all requirements as set forth in this solicitation.

1.11 The College is not liable for any errors, omissions or misinterpretations in responding to this bid
solicitation.

1.12 All bids must be submitted in a sealed envelope with the notation: “GROUNDS AND LANDSCAPE
MAINTENANCE PROPOSAL FOR CALHOUN COMMUNITY COLLEGE”.

1.13 No call-in, faxed OR emailed bids will be accepted.

1.14 PRICING AND RENEWAL OPTION

1.15 Pricing for this contract must be firm for an initial one year period beginning upon date of award,
exact dates to be determined. However, upon mutual agreement between the successful
vendor and the College, this contract may be renewed annually based on vendor’s performance
for two (2) additional twelve-month periods. If the bid term is extended, terms and prices in the
specifications for the original bid must remain the same for any period of extension.

1.16 It is the bidder’s responsibility to verify any information and obtain any clarifications prior to
submitting its proposal. The College is not liable for any errors or misinterpretations made by
the vendor in response to the bid solicitation.

1.17 The successful bidder under the specifications required in this bid solicitation shall furnish at its
own expense all equipment, labor, tools, mulch, pine straw (these are to be approved by the
College), supplies, transportation, licenses, insurance, facilities and any other expenses
necessary to fully perform any phase of this bid solicitation. All landscape materials (annuals,
additional shrubs, and seed) will be provided by the College.

1.18 The College is exempt from state sales and use taxes and federal excise taxes, and no
provisions for such taxes should be included in your proposal.
1.19 BID OPENING AND BID RESULTS

1.20 Vendors are invited to attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to any vendor until after an award is made.

1.21 No bid/proposal may be withdrawn without approval by the College. Any request for withdrawal must be submitted in writing to within ten (10) days after opening date. Vendor will be required to withdraw the entire bid/proposal, if such a request is made.

1.22 BID AWARD

1.23 EVALUATION CRITERIA: The criteria to be used to evaluate proposals, listed in their relative order of importance, are as follows:

1. Experience and past performance of supplier as determined by supplier background information and references.
2. Ability to meet specifications as described herein (ex: Number of employees, equipment owned)
4. Interview (if required).

1.24 EVALUATION PROCESS: It is the intent of the College to award this contract to a single vendor who is deemed to be the most qualified, cost-effective, responsible supplier submitting the best overall proposal based on an evaluation of all qualified bid responses. In the initial phase of the evaluation process, an evaluation committee will review all proposals timely received. First, non-responsive proposals (those not conforming to bid solicitation requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the committee fail to offer sufficient and substantive provisions to warrant further consideration. The Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. Deviations or exceptions to the terms and specifications contained within this request, while possibly necessary in the view of a particular Proposer, may result in disqualification.

1.25 At the conclusion of this initial evaluation phase, finalist Proposers will be selected for detailed review and evaluation, including oral presentation if required. The College reserves the right to be the sole judge as to the overall acceptability of any proposal to or judge the individual merits of specific provisions within competing offers.

1.26 The contract shall be awarded to the lowest responsible and responsive bidder unless all the bids are determined to be unreasonable or that it is not in the best interest of the College to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the bid documents. Minor irregularities in the bid shall not defeat responsiveness.

1.27 The College expressly reserves the right to accept or reject any and all bids, accept in whole or in part the bid, if, in its sole discretion, the College believes the decision would be in the best interest of the College, and to waive any informality in the bid award.

1.28 Any award made based on responses to this bid solicitation is contingent upon available funding.
1.29 INVOICING AND PAYMENTS

1.30 The successful vendor will provide the College with an invoice by the 10th of each month for the previous month’s service. Payments will be made monthly with the payments being one month in arrears.

1.31 Quote payment terms that the College should follow, even if you are not offering a cash discount. Failure to quote payment terms on the attached quotation sheet(s) will result in the College assuming payment terms of Net 30 Days.

1.32 Please indicate any cash discounts payment terms being offered. The College cannot consider a prompt payment discount of less than twenty (20) days in determining the lowest responsible bidder in the bid award. Please quote payment discount on the quotation sheet included with this bid package.

1.33 Payment will be made after service has been rendered and proven to be satisfactory to the College.

1.34 DEFICIENCY NOTICE AND CONTRACT TERMINATION

1.35 The College will make the sole determination as to the quality of work being performed and if the work meets specifications. Should the contractor be deficient in any area of service delivery, a delinquency notice; “24 Hour Notice to Cure” will be issued to the Contractor. If the deficiency is not corrected within that 24 hour period, the College, in its sole discretion, reserves the right to terminate the contract or to hire a third party or use College maintenance personnel to correct any deficiencies. Any funds paid to such supplementing parties for the correction of deficiencies will be deducted from Contractor’s next payment. Should the College choose to use the College’s maintenance personnel, the rate charged will be $40.00 per man hour.

1.36 A contract/purchase order awarded as a result of this bid solicitation may be terminated for cause immediately, including, but not limited to, the following: (1) misrepresentation by the vendor; (2) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the College; (3) conflict of contract provisions with constitutional or statutory provisions of the State of Alabama or federal law all; or (4) any other breach of contract.

1.37 INSURANCE

1.38 The following insurance requirements are the minimum acceptable coverage for the work to be performed as the result of the bid. Prior to completing your bid response, it is the vendor’s responsibility to verify compliance of their company’s insurance coverage with the following requirements. If the vendor submitting the bid does not carry the following insurance; it is the vendor’s responsibility to obtain pricing to meet these requirements prior to submitting your bid response.

1.39 The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the College for any losses incurred in association with this agreement. The vendor shall maintain, during the life of this contract, the following minimum insurance requirements:

The vendor shall be responsible for any damage to Student, Faculty, Staff or College vehicles while performing their work on campus. Vendor should report any damage of unoccupied vehicles to Campus Police.
<table>
<thead>
<tr>
<th>TYPES OF INSURANCE</th>
<th>BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY</th>
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</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory – Alabama</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>Statutory – Alabama</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
<td></td>
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<tr>
<td>Each Occurrence (Bodily Injury)</td>
<td>$ 1,000,000</td>
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<tr>
<td>Each Occurrence (Property Damage)</td>
<td>$ 1,000,000</td>
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<tr>
<td>Personal and Advertising Injury</td>
<td>$ 1,000,000</td>
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<tr>
<td>Products/Completed Operations</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$ 1,000,000 each accident – combined single limit</td>
</tr>
</tbody>
</table>

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis.

The original certificate of insurance from your insurance agent must be provided as follows:

1. The policies must be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best rating of A- or better, and the certificate must be signed by an authorized agent.

2. The vendor shall provide the Colleges Business Office with a certificate of insurance listing the required types of insurance and minimum liabilities specified above. If an endorsement is required for the additional insured, the endorsement must also include the College and be sent with the certificate.

3. The original certificate of insurance must be received by the College prior to the purchase order being mailed to the vendor or payment being made.

4. The College reserves the right to terminate this contract, if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.

5. In the event of cancellation, material change or any other modifications or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the College by the party initiating any revision.

6. The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

1.44 LEGAL REQUIREMENTS

1.41 The successful vendor, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless the College, its officers, employees and agents, from and against any and all claims by or on behalf of any person, firm, corporation or governmental authority arising out of, attributable to, or in connection with any services, activities, operations, or obligations provided for, undertaken, delivered, performed or otherwise conducted pursuant to or in accordance with this bid solicitation, vendor’s response thereto, and/or any subsequent agreement including, without limitation, any and all claims for injury or death to persons or damage to property.

1.42 It is mutually understood and agreed that the successful vendor shall not sell, assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation.
1.43 **CERTIFICATION PURSUANT TO ACT NO. 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 a bid in response to this bid solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the College may declare the contract void if the certification is false.

1.44 This agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of laws principles.

1.45 **DISCLOSURE STATEMENT**

1.46 If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of Calhoun Community College, this information must be included in your bid solicitation response. Failure to disclose this information in your response may result in the elimination of your bid from evaluation.

1.47 If you or any owner, officer, partner, board or director member, employee or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of Calhoun Community College; and you or your firm is awarded a contract as a result of this bid solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the College furnish evidence of such filing.

1.48 **FEDERAL LAW**

1.49 **EQUAL OPPORTUNITY EMPLOYMENT STATEMENT:** The non-discriminatory clause contained in Section 202 Executive Order 11246, as amended by Executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

1.50 **AMERICAN DISABILITIES ACT** - The ADA prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.

**SECTION 2.0 - GROUNDS AND LANDSCAPE MAINTENANCE GENERAL CONTRACTOR REQUIREMENTS**

2.01 All terms and conditions of the contract are contingent upon the availability of funds and the College reserves the right to increase or decrease service as conditions and availability of funds dictate.

2.02 The successful vendor is not an employee of the College, but is engaged as an independent contractor. Nothing in this agreement will be construed as authority for the successful vendor to make commitments, which will bind the College or to otherwise act on behalf of the College, except as the College may expressly authorize in writing.

2.03 The College shall be sole judge of whether Contractor’s performance is consistent with the technical specifications and/or general requirements of this bid invitation and contractor’s performance.
2.04 Contractor’s personnel must have an overall clean/neat appearance, uniform shirt including company name and PICTURE name tag must be worn at all times.

2.05 The successful vendor agrees to abide by all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required and the payment of any taxes that are required.

2.06 The successful vendor must have been in the Landscape Business under the same name in a full-time capacity for a minimum of 5 years. The vendor must currently have similar successful contracts in size and nature in force at the time of the bid. Vendor to provide at time of bid names and contact information. The College reserves the right to inspect these projects prior to the awarding the contract to the apparent low bidder to insure the project is of the same or greater quality. If similar projects fall short of the College standard, the next lowest bidder will be considered.

2.07 SUBCONTRACTORS

2.08 The successful vendor shall not sell, transfer, assign or otherwise dispose of the contract to any third party.

2.09 It is the sole responsibility of the successful vendor to ensure that all affiliates, subsidiaries or subcontractors and their agents and employees provide the services as outlined in the specifications of this bid and will conform to all the requirements set forth.

2.10 FIELD DEMONSTRATION

Upon request by the College, a field inspection of the vendor’s operation, supplies and equipment may be required for evaluation purposes and shall be given at a site where the equipment/services are functioning in a similar manner and environment to that specified herein. Inspection should take place within five (5) working days of request by the College.

2.11 PRESENTATION

Each vendor will, upon request, be prepared to give an oral presentation of their grounds and landscape maintenance services offered that would include a detailed analysis of how each of the requirements described in the bid solicitation will be addressed for the purpose of clarification or to amplify the materials presented in any part of the proposal. These presentations, if required, will be scheduled prior to the award of the contract.

2.12 PERSONNEL

The College shall have the right to review and advise Contractor, in writing, regarding the employment and retention of Contractor’s personnel for the implementation of this Agreement. The Contractor acknowledges that it has sufficient personnel to transfer to the College as needed to fulfill the obligations of this agreement. As well, Contractor must have standard documented disciplinary procedure.

2.13 STAFFING

2.14 Contractor agrees to staff the operation so that service is uninterrupted. Contractor shall provide supervision for all persons working for the Contractor while on College premises. All personnel provided by the Contractor shall at all times remain the employees of the Contractor. In no event shall these individuals be considered employees of the College. The relationship of the Contractor and the College shall be that of independent contractor. The cost of uniforms, hiring and all
administrative matters concerning those employed, including wages and appropriate tax withholdings, are the responsibility of the Contractor.

2.15 **Background Check** - Contractor shall conduct a thorough background check on all of its employees assigned to the College including the following criteria: County Criminal Felony and Misdemeanor with Social Security Number Trace (include all counties within 7 years, based upon SSN trace), National Criminal Database, and National Sexual Offender Search. Background check must include drug screening. Contractor’s employees assigned to the College must have no record of any felony convictions. Results of background checks must be provided to the College upon request. Human Resources could request to review the background check information on any contracted employee placed at Calhoun Community College.

2.16 Contractor shall provide sufficient employee backup, at their cost, in times of staff shortages due to vacations, illnesses, etc. and to ensure the consistent and efficient operation of all services specified herein.

2.17 Contractor agrees that all persons working for or on behalf of Contractor whose duties require them to be on the College’s premises shall obey the rules and regulations that are established by the College and shall comply with any lawful directive given by any College Police Officer.

2.18 Contractor shall control the conduct, demeanor and appearance of its employees, and upon objection from the College, shall take all responsible steps necessary to remove the cause of objection or find a substitute employee(s) suitable to the College. The College reserves the right to insist on the discontinuance of assignment to the College of any of Contractor’s employees considered incompetent, disorderly or otherwise objectionable.

2.19 Bidder agrees that its bid shall be submitted with the requirement that all wages paid to the workers shall be no less than the minimum prescribed by the State or Alabama Department of Labor for the specific profession in the area where the work is performed.

2.20 **STRIKES**

2.21 In the event of a strike by Contractor’s employees or any other reason that results in the contractor not being able to fulfill the obligations of the contract, the contractor shall continue to provide uninterrupted service by sub-contracting or any other available means. Any failure for any reason to substantially perform is cause for immediate termination or suspension of the contract in whole or in part at the discretion of the College.

2.22 **PERMITS AND LICENSES**

2.23 The successful vendor will be responsible for complying with all federal, state and local laws and regulations, including the necessary certification and the purchase of all permits and licenses for operating the specified service in Alabama under the requirements of this Request for Quotation.

2.24 **SERVICE REQUIREMENTS**

2.25 All personnel should be appropriately trained and supervised. Landscaping practices, equipment and materials will comply with accepted industry and OSHA safety standards, including "right-to-know" (hazard communication regulations). Copies of chemical and material safety data sheets will be provided to the College upon request.

2.26 Any damage to the roads, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the contractor shall be promptly repaired or replaced at the expense of the contractor to the satisfaction of the College.
2.27 **On-Site Supervisor** - Contractor shall provide sufficient on-site supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervisor" will be a person designated to be at the work site, and act as the selected contractor's point of contact for the College. The successful vendor must provide the name, telephone number, cell phone number, fax number and email address for the on-site supervisor.

2.28 **Areas to be maintained** - Areas to be maintained will be provided at the mandatory pre-bid conference. By submitting a bid, the bidder acknowledges that he/she is familiar with the sites and the proposed scope of work. The College reserves the right to remove specific areas on a temporary or permanent basis, as may be required.

2.29 **Properly Functioning Equipment** – Contractor’s landscape and grounds equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the College shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the College. The contractor shall be responsible and liable for injury to persons caused by the operation of the equipment. Contractor’s vehicles will be properly identified and maintained in a neat and professional manner. The contractor shall be responsible for storing its equipment and supplies. Contractor’s equipment will not be stored on College property.

2.31 The contractor shall be responsible for notifying the College of any sprinkler system malfunctions, as evidenced through brown patches, broken parts, or missing heads. Contractor is responsible to repair any damage to sprinkler heads damaged during performance of duties.

2.32 The contractor shall be responsible for the removal and dumping of brush material collected from campus grounds off Campus as a result of work performed.

2.33 Parking of Contractors vehicles, trucks and trailers will be in designated areas as directed by the College. No driving on walkways or turf will be allowed. No unloading or parking on streets will be allowed unless directed by the College. Equipment to be off loaded at extreme North and South parking lots.

2.34 **PAYMENT**

2.35 Payment for work shall be authorized on a monthly basis upon successful completion of all appropriate work as indicated herein and receipt of appropriate invoicing. If the contractor’s performance does not show completion of maintenance items to the College's specifications, the College shall request corrective action to be taken at no additional charge to the College.

2.36 Any additional work requested within the scope of work shall be charged at an hourly rate bid. The Contractor will be given at least twenty-four (24) hours notice prior to a call for additional work. Contractor will only be responsible for performing the tasks described in the bid. Charge for additional service must be approved by the Vice President of Financial and Administrative Services prior to commencement of work. Price quoted for additional work must include all labor, materials (except where noted), equipment, and transportation.

2.37 **PLANT REPLACEMENT**

2.38 Contractor shall replace, at no cost to the College, any plant material damaged due to improper maintenance or neglect including, but not limited to improper trimming, fertilization or chemical
application or improper irrigation due to the contractor’s failure to properly maintain College landscape and grounds.

2.39 The College will determine if plant material shall be replaced due to improper maintenance or neglect or due to circumstances beyond the contractor’s control. If plants must be replaced due to Contractor’s improper maintenance or neglect, Contractor will be responsible at no cost to the College for replacement and it shall include removal and disposal of damaged plants and all required bed preparation. Plant material requiring replacement due to circumstances beyond the contractor’s control, i.e., traffic accidents, pedestrian foot traffic, etc. shall be replaced by the College under a different contract.

2.40 PAVERS

2.41 Contractor shall report all damaged or discolored pavers within the service area. Contractor shall be responsible for herbicide application for weed control to all pavers within or abutting all service areas. Cost for this service shall be included in bid pricing. Contractor is responsible for damage to any pavers and edging due contractor equipment.

SECTION 3.00 - PROJECT REQUIREMENTS

3.01 Scope

3.02 Provide all labor, products (except where noted), equipment and services necessary to maintain site landscape and grounds work for specified areas for contract term.

3.03 Maintenance includes maintaining all landscape and site work as described herein; it does not include sweeping, hosing or cleaning of walks, parking lots or other areas to remove trash, litter, etc. However, the removal of trash, litter, blowing paper, debris, dust and mud from landscape areas and other areas littered as a result of maintenance operations is included. Removing leaves and dead tree limbs from walks and parking lots is included. Maintenance does not include emptying trash receptacles in any of the designated service areas.

3.04 Maintain all plants in a growing, well formed, healthy and thriving condition, by watering, fertilizing, pruning, spraying, weeding, mowing, straightening, or by other necessary maintenance operations.

3.05 SUBMITTALS:

3.06 Include qualification data for Contractors specified in "Quality Assurance" section below to demonstrate their capabilities and experience. Include a list of a minimum of five similar projects completed within the last five years with project name, address, names of Architects and Owners, overall description of scope of work, and contract value.

3.07 Product Data for Products Provided by Contract Vendor:

1. Submit manufacturer's product label literature, instructions and guaranteed analysis for fertilizer.

2. Submit manufacturer's labels, instructions and material safety data sheets for pesticides.

3.08 Maintenance Manual: In 3-ring binder, typewritten schedule and procedures for annual landscape maintenance program and procedures, with monthly maintenance guidelines by Contractor.
3.09 JOB CONDITIONS:

3.10 Coordinate the work requirements of this Scope with that of other trades performing work on the College campus.

3.11 Examine conditions under which Work is to be performed and notify the College’s Director of Physical Plant in writing of unsatisfactory conditions.

3.12 Do not perform Work until conditions are satisfactory and acceptable.

3.13 Maintain stakes set by others until removal is mutually agreed upon by all parties.

3.14 Periodically, College outdoor events occur in the designated landscape maintenance service areas. Care must be taken by the Contract Vendor to work closely with the College’s Grounds Foreman to coordinate landscape maintenance in a manner that does not conflict with these events.

3.10 QUALITY ASSURANCE:

3.11 Codes and Standards:


3.12 Qualification data must be submitted with bid response to demonstrate capabilities and experience.

Contractor Qualifications: Landscape & Grounds Maintenance Contractor must be experienced in the successful landscape/grounds maintenance in the local geographic area. Landscape & Grounds Maintenance Contractor shall have sufficient manpower, equipment and financial resources to complete the work specified herein. As evidence of this experience, Landscape & Grounds Maintenance Contractor shall provide a reference list with a minimum of five completed landscape maintenance contracts in the North Alabama region with minimum contract duration of 12 consecutive months within the past three years, and contact information for each. Experience in large scale campus and/or municipal landscape maintenance is required. References submitted with your bid response must be similar to the College’s landscape maintenance requirements in the following areas:

1. Scope of maintenance services provided.
2. Physical size of area maintained.
3. Contract value.

3.13 PRODUCT STORAGE AND HANDLING:

3.14 Contractor will use and store its own packaged materials in manufacturer’s original containers showing weight, analysis and name of manufacturer. College will provide annuals, additional shrubs and seed. Application of College provided supplies must be scheduled with College Grounds Foreman to insure products are available at the right time.

3.15 PRODUCTS

3.16 WATER

A. The College will provide potable water.

B. Contractor provides necessary hose, attachments and accessories.
3.17 SOIL AMENDMENTS:

A. Slow-release Fertilizer:
   1. Characteristics:
      a. Resin-coated, homogenous or heterogeneous controlled release fertilizer for ornamental plants.
      c. Commercially available.
      d. Conforming to State and Federal fertilizer laws.
   2. Acceptable Manufacturers:
      a. The Scotts Company: Osmocote.
      b. Harrell's Polyon.
      c. Approved equal.

B. Plant nutrient solution:
   1. Characteristics:
      a. Water based nutrient solution for soil application on newly installed trees.
      b. Chemical analysis (6-20-5):
         
         | Component                      | Percentage |
         |-------------------------------|------------|
         | Total Nitrogen (N)            | 6.00%      |
         | Available Phosphoric Acid (P2O5) | 20.00%    |
         | Soluble Potash (K2O)          | 5.00%      |
         | Iron (Fe)                     | .10%       |
         | .10% Iron (Fe) Chelated       |            |
         | Zinc (Zn)                     | .05%       |
         | .05% Zinc (Zn) Chelated       |            |
         | Manganese (Mn)                | .05%       |
         | .05% Manganese (Mn) Chelated  |            |
         | Boron (B)                     | .02%       |
         | Copper (Cu)                   | .05%       |
         | Molybdenum (Mo)               | .0005%     |
      c. Commercially available.
      d. Conforming to State and Federal fertilizer laws.
   2. Acceptable Manufacturers:
      a. Asset RTU by Helena Chemical Company, Memphis, TN 38119
      b. Approved equal.

C. Lime
   1. Ground or crushed agricultural lime.
   2. Containing not less than 85% of total carbonates.
   3. 90% passing 10-mesh screen.
   4. Not less than 25% passing a 100-mesh screen.
   5. Dry and free-flowing.

D. Decomposed Organic Matter (Soil Conditioner):
   1. Well-rotted.
   2. Containing no weeds, grasses or plants, their seeds, or any substance harmful to plant growth.
   3. Of uniform composition.
3.18 MULCH:

A. 100% shredded pine bark (tree, plant and groundcover pits and beds):
   1. Free from wood, cambium, sawdust, leaves, twigs, insects, grasses or weeds, their seeds, other foreign material and any substance harmful to plant growth.

B. Pine Straw (pine tree plantings):
   1. Free from leaves, twigs, insects, grasses, weeds, plants and their seeds, other foreign material and any substances harmful to plant growth.

3.19 CHEMICAL WEED CONTROL:

A. Pre-Emergent (in grass areas):
   1. Selective pre-emergent with no residual soil activity. Select from chemicals recommended by the Alabama Pest Management Handbook.
   2. Commercially available.
   3. Adhere to manufacturer's recommendations for strength, rate and method of application.

B. Pre-Emergent (in bed areas):
   1. Selective pre-emergent with no residual soil activity. Select from chemicals recommended by the Alabama Pest Management Handbook.
   2. Commercially available.
   3. Adhere to manufacturer's recommendations for strength, rate, and method of application.

C. Herbicide:
   2. Commercially available.
   3. Adhere to manufacturer's recommendations for strength, rate and method of application.
   4. Acceptable manufacturers:
      b. Approved substitution.

3.20 EXECUTION

3.21 GENERAL:

A. Provide maintenance according to:
   2. Required service list and monthly maintenance guidelines herein.
   3. Accepted horticultural practices and techniques.
   4. Manufacturer's recommendations for material use.
   5. Applicable State laws and local ordinances.

B. Landscape debris, trash, litter, leaves, garbage and mud removed under the work of this contract shall be removed from site and properly disposed of off-site. The College does not provide any facility for dumping.

3.22 WATERING:

A. Monitor the College's irrigation systems to insure optimum operation during maintenance period. Operation, management and maintenance of irrigation system is incidental to the Work of this Contract. Repairs to the irrigation systems will be handled by the College.
under separate contract. However, Contractor shall be responsible for re-imbursement to college of any damage to irrigation system due to Contractor’s equipment.

1. Contractor shall inspect irrigation systems at the beginning of each contract year and notify the College in writing of any damaged components.
2. During the course of the contract, Contractor shall promptly notify the College of any additional damage by others and request verification of system damage from College staff. Failure to notify the College of damage will place responsibility for repair of damage on the Contractor.

3.23 FERTILIZING:

A. Fertilize trees, shrubs and lawns per manufacturer’s recommended rates in accordance with the monthly maintenance guideline herein.

B. Cultivate and water beds or pits thoroughly after application.

C. Adjust fertilizer in accordance with interim Soil Test Reports.

D. Plant Nutrient Solution:
   Mix rate: 1 pint/100 gallons of water.
   Application rate: 20 gallons/each tree.

E. Provide lime application at quoted contract unit price per acre for turf and seeded areas based on soil test results. Contractor is responsible for soil tests. College provides required lime. Lime applications must be scheduled with College Contract Administrator to insure product is available at the right time.

3.24 PRUNING:

A. Remove dead wood and sucker growth as it becomes evident.

B. Do not top or remove terminal growing point or ‘leader’ of any plant.

C. Review pruning practices with College Grounds Foreman before pruning any living portion of any plants.

3.25 INSECT AND DISEASE CONTROL:

A. Maintain all plants and grass in a pest and disease-free condition by approved means.

B. Observe all applicable laws, statutes, and ordinances regulating the purchase, use, application and licensing for all pesticides.

C. Where possible, combine approved insecticide and fungicide to provide maximum protection for all plants. Observe accepted integrated pest management practices.

D. Follow manufacturer’s recommendations.

E. Application by licensed personnel.

F. Observe all safety precautions.
G. Trees: Inspect for pests and diseases. Spray for insect and disease control only as infestations are noted. Control shall be specific.

H. Shrubs: If insect or disease infestation occurs, treat and continue treatment until complete eradication.

### 3.26 WEEDING:

A. Minimum weeding:
   1. Two applications of chemical pre-emergent herbicide.
   2. New Installations: Eight applications (during growing season) of chemical contact spray
   3. Established plantings: Six applications (during growing season) of chemical contact spray
   4. Follow required service lists for hand weeding requirements during the period from March 1 through September 30; remove all visible weeds daily. Weed to remove visible weeds during the winter daily.
   5. Use a light colored dye to identify areas treated with herbicide. The contractor shall be responsible to herbicide all abutting sidewalks, streets, alleys, pavers, concrete medians and etc., where weeds are present.
   6. Contractor shall be responsible for replacing all damaged foliage caused by the use of herbicides. If foliage is damaged, due to the contractor’s performance, the College shall issue a “Notice Of Awareness,” which will allow the contractor five (5) working days to correct all problems.

### 3.27 TURF MAINTENANCE:

A. Mowing: Mow and edge lawn areas during the growing season, approximately March 1 through November 15 (year-round if overseeded with Winter Rye). Adhere to the following mowing schedule:
   1. Mow and edge turf areas daily as needed to keep min 1 ½” to max 3”. College personnel will measure any area that does not appear to be within the acceptable range.
   2. Mow baseball and softball fields twice per week more or less. Use a reel mower. College coaching staff will determine acceptable turf heights for athletic fields.
   3. Change mowing directions to prevent rutting of grass.
   4. If Rutting accrues fill in with sand provide by Contractor.
   5. Cut the back, side and front of MSA with push mower. (from beds to sidewalks)
   6. High profile areas cut twice a week Monday’s and Thursday’s.

B. 1. Turf adjacent to parking areas must be cut, weeded and blown off prior to 8:00 a.m., so as not to interfere with parking, potential damage to vehicles, effectiveness/quality of Work.

C. Core Aerating:
   1. Aeration of sod areas shall occur once each year during mid-spring or late summer using approved core aeration equipment, especially manufactured for this specific purpose. Break up and clean up cores.

### 3.28 MULCHING:

A. Keep planting areas neat and uniformly mulched to a depth of 4” on a continuous basis. Remove old mulch as necessary. Do not exceed 6’ depth of mulch and do not cover root flairs.

B. In addition to replenishing and re-spreading mulch and pine straw as necessary, completely replace mulch and Pine straw in all planting areas one time each year late March to mid-April. Contractor will provide mulch and pine straw. Applications must be scheduled with College Contract Administrator. Pine straw and Mulch will need to be approved by the College.
3.29 STRAIGHTENING:

A. Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus, raising plants which have settled, and by other means.

3.30 CLEAN-UP:

A. Keep all planting areas neat, weeded and uniformly mulched.

B. Clean up adjacent walks and pavement where littered as a result of maintenance operations immediately following mowing/weeding activities.

3.31 SEASONAL COLOR MAINTENANCE:

A. Maintenance includes pruning, dead heading, watering, weeding, mulching, and fertilization required to keep seasonal color in a vigorous, floriferous condition as specified herein. Seasonal color installation will be provided under a separate contract.

3.32 MONTHLY MAINTENANCE GUIDELINES:

A. January:

1. Prune shrubs that have become too large or out-of-shape.
2. Inspect plants, shrubs and trees and remove any damaged or dead wood.
3. Inspect planting areas and remove any debris or litter.
4. Check staking and weather protection of first year plants.
5. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.
6. Mulch bed areas as needed to replenish mulch levels.
7. Spray herbicides on winter weeds around January 15th.
8. Take soil samples.
9. Check moisture level in all planted areas and water if necessary.
10. Check drainage of planted areas; notify College Contract Administrator if excessive water persists.
11. Fertilize pansies every two weeks or as needed to maintain heavy growth and flowering. Use nitrate based fertilizer.
12. Mow lawn areas every ten days if over seeded with winter grass.

B. February

1. Prune shrubs that have become too large or out-of-shape.
2. Inspect plants, trees and shrubs and remove any damaged or dead wood.
3. Inspect planted areas and remove any debris or litter.
4. Check staking and weather protection for first year plants.
5. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.
6. Apply pre-emerge herbicides to lawn to prevent crabgrass February 15.
7. Apply pre-emerge herbicides to beds to prevent weeds February 15.
8. Check moisture level in all planted areas and water if necessary (weekly).
9. Mow lawn area every ten days if over seeded with winter grasses.
10. Remove any staking on one-year old plantings.
12. Establish a good edge on all bed areas.
13. Prune, dead head and fertilize seasonal color.

C. March

1. Mow and trim all lawn areas to 1 ½” to 3”.
2. Inspect plants, trees and shrubs and remove any damaged or dead wood.
3. Check moisture level in all planted areas and water if necessary (weekly).
4. Reseed lawn areas where necessary.
5. Start pruning where necessary to maintain shape and form (do not shear).
6. All Liriope should be cut back to allow new growth to come out and remove winter damage to old growth.
7. Hand weed all bed areas daily.
8. Deep-root feed all trees except pines (Peter's 20-20-20 or approved equal).
9. Prune, dead head and fertilize seasonal color.
10. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.
11. Completely replenish Mulch and Pine Straw in all planting areas to 4”

D. April

1. Aerate all sod areas using approved means.
2. Fertilize all lawn areas with 32-3-12 analysis, with 50% slow release nitrogen, or equal to soil sample reports.
3. Lime lawn areas as per soil sample reports.
4. Mow and edge lawn areas daily to 1 ½” to 3” daily.
5. Fertilize shrubs, trees, groundcover area with Nursery Special by Sta-Green or equal.
6. Cultivate and weed all planted areas.
7. Inspect all planted areas and remove any dead plants and replace.
8. Inspect all plant material (shrubs and trees) and prune any dead limbs.
9. Spot spray any weed problem areas.
10. Clean up any litter on lawn and bed areas daily.
11. Inspect all areas for insect and disease damage and treat as necessary (weekly).
12. Remove any winter and/or early spring color after blooming.
13. Water lawns and planted areas as needed.
14. Prune shrubs after they have bloomed.
15. Inspect all plants and trees for insects and/or diseases and treat as necessary.
16. Apply pre-emergent to any natural areas.
17. Prune hedges to keep shape and form as necessary.
18. Hand weed all bed areas as needed daily.
19. Apply preventive spray for lace bug and leaf miner.
20. Remove leaf and litter on all lawn, streets and parking areas daily.
21. Completely replenish Mulch and Pine Straw in all planting areas to 4”.

E. May

1. Prune and fertilize Azalea varieties that have completed blooming.
2. Mow and edge all lawn areas daily to 1 ½” to 3”.
3. Spot spray for weeds in planted and natural areas.
4. Hand Weed all groundcover and bed areas as needed daily.
5. Clean up litter on lawn and hard surface areas daily.
6. Inspect all lawn and planted areas for insects and/or disease and treat as necessary.
7. Prune shrubs and hedges as necessary to keep shape and form.
8. Apply selective herbicides for weed control particular to each variety of lawn.
9. Prune any damaged plants.
10. Seed any Bermuda grass or Centipede areas or over seed with Bermuda grass or Centipede on any weak or damaged areas.
11. Prune, dead head and fertilize seasonal color.
12. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

F. June
1. Prune and fertilize Azalea varieties that have completed blooming.
2. Mow and edge all lawn areas daily to 1 ½” to 3”.
3. Spot spray for weeds in all planted areas.
4. Hand Weed all groundcover and bed areas as necessary daily.
5. Clean up litter on all lawn areas daily.
6. Inspect all lawn and planted areas for insects and/or disease and treat as necessary.
7. Prune shrubs and hedges as necessary to keep shape and form.
8. Apply selective herbicides for weed control particular to each variety of lawn.
10. Fertilize all bed areas.
11. Hand weed all bed areas as needed daily.
12. Prune, dead head and fertilize seasonal color.
13. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

G. July
1. Mow and edge all lawn areas daily to 1 ½” to 3”.
2. Hand weed all bed areas as needed daily.
3. Spot spray weeds in all planted areas where applicable.
4. Clean up litter on all hard surface and lawn areas daily.
5. Inspect all lawn and plant areas for insect and/or disease and treat as necessary.
6. Prune shrubs and hedges as necessary to keep shape and form.
7. Check all bed areas for mulch replacement as needed daily.
8. Prune, dead head and fertilize seasonal color.
9. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

H. August
1. Mow and edge all lawn areas daily to 1 ½” to 3”.
2. Hand weed all bed areas as needed daily.
3. Spot spray weeds in all planted areas where applicable.
4. Clean up litter on lawn areas daily.
5. Inspect all lawn and plant areas for insect and/or disease and treat as necessary.
6. Prune shrubs and hedges as necessary to keep shape and form.
7. Fertilize all lawn areas in late August-early September with 8-8-25 analysis (low nitrogen).
8. Fertilize all groundcovers and bed areas.
9. Check all bed areas for mulch replacement as needed to 4”.
10. Prune, dead head and fertilize seasonal color.
11. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

I. September
1. Mow and edge all lawn areas daily to 1 ½” to 3”.
2. Hand weed bed areas as needed daily.
3. Clean up litter on lawn areas daily.
4. Inspect all lawn and planted areas for insects and/or disease and treat as necessary.
5. Prune shrubs and hedges as necessary to keep shape and form.
6. Apply pre-emergent to all Bermuda or Zoysia lawns unless over seeded with Winter Rye.
7. Apply pre-emergent to all bed areas.
8. Apply lime if soil tests show pH is low on lawn areas.
10. Remove any summer color beds.
11. Take soil test if necessary for lime and fertilizer requirements.
12. Core aerate all sod areas using approved means as needed and approved by the College Contract Administrator.
13. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

J. October

1. Mow and edge all lawn areas weekly to 1 ½” to 3”.
2. Monitor water needs.
3. Clean up litter on all lawn areas daily.
4. Inspect all lawn and planted areas for insects and/or disease and treat as necessary.
5. Prune any damaged plants.
6. Remove leaves from all planted and lawn areas daily.
7. Seed Bermuda or Zoysia lawns with Rye for winter color.
8. Fertilize any cool season grasses.
9. Prune, dead head and fertilize seasonal color.
10. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

K. November

1. Clean up all litter and leaves on lawns daily.
2. Mow, edge and trim all lawn areas where applicable to 1 ½” to 3”.
3. Check mulch in beds and replace to 4” where necessary after fall leaf drop.
4. Check all planted areas for water requirements.
5. Weed and cultivate beds for winter.
6. Prune, dead head and fertilize seasonal color.
7. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

L. December

1. Clean up all litter and leaves on lawns daily.
2. Mow, edge and trim all lawn areas where applicable to 1 ½” to 3”.
3. Check all planted areas for water requirements.
4. Fertilize winter color beds with liquid fertilizer two times.
5. Remove leaf and litter on all lawn areas. Remove leaves and dead tree limbs from street and parking areas daily.

3.33 REVIEW AND INSPECTION:

A. Periodic Review:

1. Contractor shall schedule a weekly meeting and site inspection with the College Grounds Foreman.
2. Submit a written log of fertilizer applications, and chemical insect, disease or weed control applications with each monthly invoice. This log will be a complete account of each fertilizer and chemical application performed within the month covered by that invoice including date, time, weather conditions, and specific purpose and product of each application.
SECTION 4.0 - QUOTATION SHEET

Quote a total price per month for each area to receive landscape maintenance. Quoted prices must include all labor, equipment, tools, transportation, insurance, and supplies/materials (except where noted), to perform all requirements specified herein.

LANDSCAPE MAINTENANCE AREAS:

PART I: Main Campus (Tanner)

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29 acres West of Hwy 31
Bush Hog once a month, Spray parking Lots, and Islands around the CDL parking lot. Cut/weed areas adjacent to CDL Lot(s) weekly.

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<tr>
<td>December</td>
<td>$______________________/month</td>
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**Alabama Center for the Arts Campus (Downtown Decatur)**

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<th>Month</th>
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<td>December</td>
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</table>
GRAND TOTAL $______________________ (do not include cost for extra services)

PART II: ADDITIONAL AREAS

Any additional work areas requested within the scope of RFQ requirements shall be charged at an hourly rate. Quoted price must include all labor, equipment, tools, transportation, insurance, and supplies/materials to perform all requirements specified herein. All additional work must be approved in advance. Contractor’s request for additional work needed in its viewpoint must be submitted in writing with an estimate of hours required, staffing and projected cost based on contract hourly rates.

Cost per hour for additional services: $_____________ Per man/hour.

SECTION 5.0 LICENSES AND PERMITS:

The successful vendor agrees to abide by all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.

_______________________________________
Authorized Signature

_______________________________________
Printed Name and Title

_______________________________________
Date

SECTION 6.0 REFERENCES

Five references must be included with your bid response. References should include at least three (3) college campuses, municipalities or public funded organizations or a mix of these in the North Alabama region with minimum contract duration of 12 consecutive months that have been successfully maintained by the bidder during the past three (3) years, which are similar to the scope and size to be provided herein. Successful Experience in large scale campus and/or municipal landscape maintenance is required.

Reference 1: __________________________________________________________
Address: ______________________________________________________________

Reference 2: __________________________________________________________
Address: ______________________________________________________________

Reference 3: __________________________________________________________
Address: ______________________________________________________________

Reference 4: __________________________________________________________
Address: ______________________________________________________________

Reference 5: __________________________________________________________
Address: ______________________________________________________________
<table>
<thead>
<tr>
<th>Reference</th>
<th>Contact Name</th>
<th>E-mail</th>
<th>Phone</th>
<th>Fax</th>
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</thead>
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</table>
At the request of the College, the bidder will file additional reliable data and references for investigation. The College may make such investigation as deemed necessary to determine the ability of the bidder to perform the work.

**SECTION 7.0: GENERAL VENDOR INFORMATION**

Please Complete All Information Requested Below (Print or Type)

I. PERSON COMPLETING THE BID

Name: ____________________________________________
Title: ____________________________________________
Company: _________________________________________
Address: __________________________________________
___________________________________________________
Telephone: _________________________________________
Fax: __________________________ Email: _________________

II. ACCOUNT REPRESENTATIVE

Name: ____________________________________________
Title: ____________________________________________
Number of years with company: ______________________
Number of years supervising grounds and landscape maintenance: ______________________
Telephone: _________________________________________
Fax: __________________________ Email: _________________

III. CORPORATE STRUCTURE AND ORGANIZATION:

Name of Company: __________________________________
Parent Organization: _________________________________
Location (City, ST): __________________________________
Number of years in business: __________________________

IV. VENDOR PROFILE

1. How many college campuses are currently using your services? _______________

2. How many municipalities or public funded organizations are currently using your services? _______________

3. How many employees does your company have dedicated to office support, customer service, and landscape maintenance? _______________
4. Number of Mowers, Tractors, Trucks, Trailers, etc.

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

5. List all current contracts and contact information (include duration and how long they have been in force) and the approximate acreage of each contract and whether contract is commercial or residential. Use additional page(s) if necessary. Calhoun reserves the right to contact below customers if needed to determine Contractor’s ability/probability to be successful in this scope of work if they are low bidder.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Contact</th>
<th>Phone</th>
<th>Acreage</th>
<th>Original Date</th>
<th>Commercial</th>
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</table>
# NO-BID RESPONSE FORM

I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:

- [ ] Insufficient time to respond
- [ ] We do not offer the product or service requested
- [ ] Our schedule will not permit us to respond to this bid
- [ ] Keep our company on this bid list for future bids
- [ ] Remove our company name from this bid list for future bids

Other (describe briefly)

______________________________________________________________
Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Name of Company (please type or print in ink) ____________________________  Authorized Signature (sign in ink) ____________________________

Complete Address for Mailing Purchase Order and Payment _____________________________________________________________  Typed/Printed Name of Signature Above ____________________________

City ____________________ State _______ Zip Code ____________________ Title (please type) ___________________________________________

Telephone Number ____________________ Fax Number ____________________

NOTARIZATION

Sworn and subscribed before me this the ____ day of__________, ______.

__________________________________

Notary Public Signature

__________________________________

My commission expires (date) ____________________

______________________________ SEAL

MINORITY INFORMATION

If this business is minority owned please list the qualification status below:
VENDOR DISCLOSURE STATEMENT

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

**Family Member of a Public Employee** - The spouse or a dependent of the public employee.

**Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

**Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

**Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the
cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

**Instructions**

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to issuance of a purchase order.
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

This form is provided with:
☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?
☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
</tr>
</thead>
</table>

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?
☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
</tr>
</thead>
</table>

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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</table>

OVER
2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/ LOBBYST</th>
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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

<table>
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<tr>
<th>NAME OF PAID CONSULTANT/ LOBBYST</th>
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**By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.**

Signature  Date

Notary’s Signature  Date  Date Notary Expires

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.*