

977 national hwy

lavale, maryland 21504-3343

for emergencies:
phone 911

for business:
phone 301-729-4458
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REQUEST FOR PROPOSAL (RFP)

GROUNDS MAINTENANCE 2018

Issue Date: March 6, 2018
Closing Date: April 6, 2018 at 12:00pm
Contact Person: Gerald Broadwater, Building & Grounds Chairperson
301-729-4458 or buildinggrounds.committee@lavalerescue.org

1.0 INTRODUCTION

The purpose of this Request for Proposal (RFP) by the LaVale Volunteer Rescue Squad (LVRS) is to solicit sealed proposals from qualified contractors to provide grounds maintenance services for our facility located at 977 National Hwy.

Services shall include all operations in connection with the established scope of work. Services shall include furnishing all labor, materials, equipment, tools, and transportation necessary to perform the work, except as specified in the Scope of Work. The LVRS reserves the right to add or delete areas or tasks as required by notifying contractor and negotiating a change order for contract pricing.

2.0 SCOPE OF WORK

See Attachment 1 for a detailed Scope of Work listing. The proposal should include an additional man-hour rate for cleaning tasks not covered by the specifications and requested by the LVRS on an as needed basis.

It is the responsibility of the contractor or, by careful personal examination of the facility, to satisfy themselves as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

3.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for LVRS to evaluate the qualifications, experience, and expertise of the proposing firm to provide grounds maintenance services.

The Offeror shall complete and return Attachment 2.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation upon request by the LVRS. Failure to provide all information, inaccuracy or misstatement

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may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Offeror.

4.0 INSURANCE REQUIREMENTS

The bidder/offeror certifies that if awarded the contract, it will have insurance coverages appropriate to the Scope of Work and provide workers' compensation insurance in accordance with applicable local, state, and federal laws. The bidder/offeror further certifies that the contractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to provide coverage in Maryland.

5.0 INSTRUCTIONS TO OFFERORS

All proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the LVRS shall be borne by the Offeror. Proposals may be submitted in one of the following manners:

1. Mailed in an opaque, sealed envelope or box and clearly marked: "Sealed Proposal: Grounds Maintenance 2018" to LaVale Volunteer Rescue Squad Inc, ATTN: Building & Grounds Chairperson, 977 National Hwy, LaVale MD 21502.
2. Dropped off in an opaque, sealed envelope or box and clearly marked: "Sealed Proposal: Grounds Maintenance 2018"
3. E-mailed to buildinggrounds.committee@lavalerescue.org with the subject line clearly marked: "Sealed Proposal: Grounds Maintenance 2018"

Proposal documents must include Attachment 2 and shall be received no later than March 31, 2018 at 12:00pm local time.

6.0 QUESTIONS

Questions related to the RFP or requests for clarification may be directed to the Building & Grounds Chairperson, by email (buildinggrounds.committee@lavalerescue.org).

7.0 AWARD OF CONTRACT

Selection shall be made by review of all proposals received, the ability of each Offeror to provide services, experience and past performance, and cost. The LVRS reserves the right to extend the open bid period if determined that no acceptable bids are received in the allotted time.

8.0 CONTRACT TERM

The subsequent contract will be a firm-fixed price contract for an initial one (1) year term with the anticipated contract start date of April 15, 2018. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The LVRS shall have the option to renew the contract for four (4) additional one (1) year terms or conversion to a month-by-month basis. Changes in cost for subsequent renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

9.0 PAYMENT TERMS

Invoices shall be submitted monthly for all services performed in that billing cycle. Nonrecurring work must be listed as a separate line item on the normal monthly billing invoice.

Term of invoice shall be Net 30 days. Invoices shall be free of all state and local tax. Adjustments to the contractor's monthly bill may be made if the scope of work is

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substantially changed. Pricing for these adjustments shall be based on square footage and negotiated with contractor and subject to approval by the LVRS.

10.0 SPECIAL TERMS

10.1 GHS Sheets

Contractor shall maintain up-to-date Material Safety Data Sheets (MSDS/GHS-Global Harmonizing System) for all chemicals used during the duration of the contract. A copy of all MSDS/GHS sheets must be kept on-site. Contractor's employees shall have the OSHA required training on these sheets. MSDS/GHS sheets shall be updated regularly. No hazardous material shall be brought on site without prior approval by the LVRS.

10.2 Rescheduling of Work Due to Holidays or Special Circumstances

At the mutual convenience and agreement of both the contractor and the LVRS, the routine summer work schedule may be adjusted to allow for observance of holidays or other special circumstances. If a scheduled work day falls on a Legal Holiday, work should be performed the immediately preceding or following working day. This does NOT apply to snow or ice events.

10.3 Penalties

With the exception of item number three below, the contractor may incur a flat rate penalty fee of \$100.00 to be deducted from subsequent contract monthly billing for any of the following incidents:

1. Repeated failure to perform contract, neglect, or oversight, any of which occurs more than twice over a three-month period.
2. Delay of more than five working days in completing summer services per LVRS approved work schedules. Flat rate fee will accrue for every day beyond the five working day grace period.
3. Delay of more than two hours in performing snow / ice removal services per the scope of work.

10.4 Schedule of Work

The contractor shall submit for approval a schedule for the performance of the work and shall coordinate such with the LVRS designated contact. Contact information will be provided to the successful contractor upon award of contract. Any change to the designed contact will be provided in writing, along with new contact information, to the contractor.

10.5 Personnel

The contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform the contract work. All of the contractor's employees shall be bonded and shall carry proper visible identification on their person at all times. Contractor shall notify the LVRS representative immediately in writing of all changes in contract personnel by submitted the name of employee and effective day of employment or termination. The LVRS reserves the right to refuse access to any employee at the sole discretion of the LVRS. The LVRS is not required to provide reasons or justification for such decision to the contractor or employee.

Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the contractor.

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10.6 Confidentiality Agreement

Contractors shall provide after award a copy of the Confidentiality & Non-Disclosure Agreement for each employee that will be assigned to this contract. Contractors shall be bound by applicable state and federal laws, including HIPAA.

10.7 Sign In Sheets

The contractor will be required to provide a notebook or a clip board for employees to sign in the time they arrive, the time they leave, and services performed for each date services are provided. The notebook or clip board shall be kept and maintained at the LVRS and accessible for review by appropriate personnel.

11.0 CONDITIONS OF BIDDING

11.1 Eligibility

Any company, firm, partnership, or individual legally eligible to work in the United States is eligible to bid on this contract.

11.2 Indemnification

Contractor agrees to indemnify, defend and hold harmless the LVRS, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sold negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

11.3 Liability and Litigation

The LVRS shall not indemnify or hold harmless any contractor or other third party. The LVRS does not waive any right or release any party from liability, whether on its own behalf of any boards, employees or agents. The LVRS does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The LVRS shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonable foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

11.4 Conflict of Interest

Contractor certifies by signing their bid/proposal submission to the LVRS, that no conflict of interest or collusion exists between the Contractor and the LVRS that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the LVRS.

11.5 Discrimination Prohibited

In the solicitation or awarding of a contract the LVRS shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state or federal law relating to discrimination in employment.

11.6 Errors in Bids/Proposals

When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

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11.7 Taxes

Sales to the LVRS are normally exempt from State sales tax. The LVRS may also be exempt from other taxes and fees. A Maryland Sales and Use Tax Certificate of Exemption will be issued upon request.

12.0 **CONTRACT PROVISIONS**

12.1 Anti-Discrimination

By submitting their bids/proposals, bidders/offerors certify to the LVRS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, and any other applicable local, state, or federal anti-discrimination laws.

12.2 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Maryland, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Allegany County, Maryland. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

12.3 Changes to the Contract

The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

12.4 Cooperative Procurement

Except as otherwise prohibited, the LVRS is eligible to utilize agreements, contracts, and other instruments available as blanket contracts of the State of Maryland, The Cooperative Purchasing Network (TCPN), and the National Joint Powers Alliance (NJPA). The LVRS is not required nor bound to utilize any contract provided or offered to the aforementioned entities.

12.5 Safety and OSHA Standards

All parties performing services of the LVRS shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

12.6 Subcontractors Allowed

The use of subcontractors will be allowed for this solicitation. Only subcontractors that have been approved can be used for this Contract. After the award of the work, the Contractor shall not, without prior written approval of LVRS, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this contract, if an approved subcontractor is determined to be performing unsatisfactorily by the LVRS, the Contractor will receive notification that the subcontractor can no longer be used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by LVRS, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

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12.7 Termination

Subject to the provisions below, the contract may be terminated by the LVRS upon thirty (30) days advance written notice to the other part. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. Termination for Convenience.

In the event that the contract is terminated upon request and for the convenience of the LVRS, without the required thirty (30) days advance notice, then the LVRS shall be responsible for payment of services up to the termination date.

2. Termination for Cause.

Termination by the LVRS for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advanced notice requirement is waived in the event of Termination for Cause.

12.7 Severability

If any term or other provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Contract shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by the Contract are fulfilled to the extent possible.

12.8 Workplace Policies

During the performance of this contract, the contractor agrees that all employees assigned to the LVRS facility shall be made aware of the following:

- 1. The LVRS is a Drug-Free Workplace.** Unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited on any property owned or operated by the LVRS.
- 2. The LVRS is a Tobacco-Free Workplace.** Use of tobacco products, including electronic cigarettes, is not permitted to be used on any property owned or operated by the LVRS.
- 3. The LVRS is an Alcohol-Free Workplace.** Alcohol consumption is not permitted on any property owned or operated by the LVRS.

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ATTACHMENT 1. SCOPE OF WORK

SW-1. Grass Maintenance

Contractor shall perform grass cutting and trimming services at least bi-weekly as appropriate given current growing conditions. During periods of rapid growth, weekly cutting and trimming may be required to maintain appearance. All grassy areas shall be cut and edged. All hard surfaces shall be cleared of trimmings at the conclusion of services.

SW-2. Pruning

Contractor shall perform appropriate pruning of all bushes and shrubs at least annually. All trimmings shall be removed.

SW-3. Fall Cleanup

Contractor shall regularly collect and dispose of leaves, sticks, and other plant material that may accumulate on hard surfaces.

SW-4. Snow / Ice

The LVRS has various types of hard surfaces to include Highway Grade Concrete, Highway Grade Asphalt, and Porous Asphalt. The Contractor is responsible for selecting appropriate techniques for snow removal and ice mitigation on these surfaces as to not cause damage in accordance with standards established by the National Asphalt Pavement Association.

1. Snowfall: Plowing and salting of all paved areas, entrances, and clearing/de-icing of all walkways during storms, to permit access and movement of staff if snowfall or drifting of more than 2 inches occurs. It is the Contractor's responsibility to return to the property to keep the entrances, drive aisles, and side walks free from ice and snow. At no time, shall there be a hazardous/life safety condition. Cars parked in the lot may be coordinated for movement with the duty crew, while not otherwise engaged in emergency activities, between the hours of 5:30 AM and 10:00 PM. Shift changes occur at 6:00 AM and 6:00 PM. Services shall occur between 4:30 and 5:30 prior to shift change to allow for safe passage of personnel. Contractor shall return as needed during the snowfall to maintain an accumulation of less than 2 inches.
2. Snowfall accumulations less than 2 inches shall be managed at the conclusion of the event.
3. Ice accumulation: Ice mitigation, removal and de-icing treatment shall occur for every quarter inch (0.25) of ice.
4. Pre-treatment: Contractor may pre-treat surfaces in advance of expected weather events.
5. Slippery Conditions Anytime: When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for applying ice melt to all hard surfaces.
6. Approved Areas: Contractor will pile snow in areas approved by LVRS. The contractor must also have the ability to move snow off site if they are contacted to do so.
7. Additional Salting & De-icing: As requested by the LVRS, contractor may be asked to provide additional salting and de-icing on grounds. This would be in addition to the normal storm accumulations specifications and should be considered to cover the same areas but only when requested by LVRS. This rate includes labor.

This service shall be provided within 2 hours of the request.

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8. Priority Service: As the primary goal of LVRS is life/public safety oriented, the ability of our personnel and vehicles to ingress and egress is paramount. As such, LVRS shall be given priority consideration during snow / icing events to maintain safe conditions.

SW-5. Inspections and Damage

Contractor is encouraged to inspect the property for pre-existing damage and submit a report detailing all pre-existing damage prior to the first service being conducted. Contractors may install curb indicators before the first snowfall at their own cost. Curb indicators shall be removed at the end of the snow season. Contractor is required to make arrangements satisfactory to LVRS to repair any damage to property.

SW-6. Mulch

At the discretion of LVRS, service may be request for the procurement and or placement of mulch. Pricing for the first-year mulching is requested. Additional years would be negotiated on an as needed basis with then current pricing. LVRS reserves the right to self-procure mulch and have Contractor disburse same.

SW-6. Emergency Contacts

Contractor shall provide emergency telephone numbers that may be called any time, 24 hours a day, and seven days a week. Contractor shall respond within two hours for a call for snow removal.

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ATTACHMENT 2. OFFEROR SUMMARY INFORMATION

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH PROPOSAL SUBMISSION

VENDOR INFORMATION

Name of Vendor: _____ Telephone Number: _____

Address: _____

Contact Name: _____ Telephone Number: _____

**PRICING INFORMATION
(COMPLETE ALL LINES)**

Total Monthly Cost: _____

Additional Hourly Rate for Special Projects / Requests: _____

Additional Salting & De-icing Rate (including labor): _____

First Year Rubber Mulch Price (matching color): _____

Mulch Disbursement Labor Cost: _____

By signing this bid, I certify, acknowledge, understand, and agree to be bound by the conditions set forth in this RFP.

Vendor's Legally Authorized Signature

Date

Print Name

Title