



**Request For Proposal  
Town of Parkton  
Grounds Maintenance Service**

**Bids to be Opened: June 4, 2019 6:00 P.M.**

**Work to Begin: Approximately  
June 17, 2019**

The Town of Parkton will receive sealed proposals for furnishing grounds maintenance services as described herein at Parkton Town Hall, 28 W David Parnell St, Parkton NC until the time and place stated above, at which time and place bids shall be immediately opened and read for review.

The locations are as follows:

- Group I – Parkton Cemetery, Wastewater Treatment Plant, Sewer Outfall Line Easement
- Group II – Parkton Town Hall, Memorial Park, All Town property and ROW's.
- Group III – Residential Yard Debris pick up weekly

Completed proposals must be received by 5 p.m. on June 4, 2019 to be considered. Bids will be opened, read aloud, and recorded at that time. No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for receiving bids. The Town of Parkton reserves the right to reject any and all bids and to waive informalities and technicalities. The Town of Parkton also reserves the right to reject all bids, if it's deemed that the bids exceed the budgeted amount for grounds maintenance services. Please direct all technical inquiries to Roy Lowder, Public Works Director at 910-975-4715.

## **SECTION I – INSTRUCTION TO BIDDERS**

Sealed bids will be received by the Town of Parkton, North Carolina (herein called the “**OWNER**”). Proposals must be returned in a sealed envelope marked “Proposal: Grounds Maintenance Service” and must be delivered or mailed to Town of Parkton ATTN: David Register, Public Works Commissioner, PO Box 55 / 28 W. David Parnell Street, Parkton, NC 28371 no later than Tuesday June 4<sup>th</sup> at 5:00 p.m. Bids received after this date and time will not be considered for any reason.

All bids must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten. The BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

BIDDERS must satisfy themselves of the Scope of Work requested by the OWNER, the Town of Parkton, by careful examination of the site and thorough review of the Scope of Work. BIDDERS are encouraged to tour the locations associated with the Scope of Work with the Public Works Commissioner prior to submitting a proposal. After proposals have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the Scope of Work to be provided.

All bids must be firm and not subject to any increases.

In accordance with State Law G.S. 143-129, the award will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the proposal for the performance of the contract, as well as referrals. Technical questions regarding the Scope of Work shall be directed to Roy Lowder, Public Works Director at 910-975-4715.

**Each BIDDER shall submit a Grand Total Price and monthly price for providing all services outlined in the Scope of Work.**

The party to whom the contract is awarded will be required to execute an Agreement within fourteen (14) calendar days from the date when notice of award is delivered or mailed to the BIDDER.

## **SECTION II – PROCESS**

The following is a general description of the process by which a firm will be selected to provide services.

1. RFP is issued to prospective Contractors. The Town of Parkton invites and encourages participation in this RFP process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
2. Proposals will be received from each Contractor in a sealed envelope or package. Each

original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. All proposals must be received by the Town not later than the date and time specified in this RFP.

3. At that due date and time the package containing the proposals from each responding firm will be opened publicly and their proposal will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Contractor's pricing position.

4. In accordance with State Law G.S. 143-129, the award will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the proposal for the performance of the contract, as well as referrals.

5. Contractors are cautioned that this is a Request for Proposals and not a request to contract. The Town of Parkton reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Town of Parkton.

6. After all investigations and evaluations have been conducted by the Town, the successful Contractor will be notified in writing within five (5) business days of the award. **VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**

### **SECTION III – QUALIFICATIONS**

**CONTRACTOR QUALIFICATIONS:** The successful contractor must be properly licensed to do business in the State of North Carolina. The successful Contractor shall have been in the Lawn Care and Landscaping business for a minimum of three (3) years, or have related training or experience. The Contractor shall have a person available during normal business hours to address any problems or complaints.

**NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

**CONFLICT OF INTEREST:** All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee or civic official of the Town of Parkton. All Contractors must also disclose in writing with their proposal the name of any employee or civic official of the Town of Parkton who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict

of interest related to this RFP.

## **SECTION IV – GENERAL TERMS AND CONDITIONS**

**CONTRACTOR RESPONSIBILITIES:** The chosen Contractor shall provide the management, supervision, and manpower necessary to provide the Lawn Care and Landscaping Services, as detailed in this proposal. All work shall be performed in a professional and workmanlike manner.

**MAINTENANCE PRODUCTS:** The Contractor will supply all equipment, materials, and supplies necessary to perform the Lawn Care and Landscaping Services detailed in this proposal.

**TERMS OF CONTRACT:** The initial contract term will be from approximately June 17<sup>th</sup>, 2019 to June 30<sup>th</sup>, 2019. Contract is for one year/ renewable for up to three (3) additional fiscal years, solely at the Town's discretion. Since the initial contract term begins in June, prices should reflect less than 1 year the first year. All future contracts will run from July 1 – June 30. For this reason, the first year price must be prorated and a monthly price provided.

**CONTRACT:** The contract executed by the Town and Contractor as a result of this RFP process shall constitute the final agreement between the parties and may include some or all of the terms contained herein and in the Contractor's proposal.

**SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions, and specifications of this proposal may become part of the contract.

**PAYMENT TERMS:** Payment terms are NET 30 days following receipt of correct invoice.

**SUBCONTRACTING:** The Contractor shall not have the right or power to assign, subcontract, or transfer interest in the contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

**CHANGES IN SCOPE OF WORK:** The Town of Parkton shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and the Contract shall be modified accordingly in writing.

**GOVERNING LAWS:** The contract shall be governed and construed in accordance with the laws of the State of North Carolina.

**HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless the Town of Parkton from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except

to the extent same are caused by the negligence or misconduct of the Town.

**INSURANCE COVERAGE:** During the term of this contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonable associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

**Worker's Compensation** – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000 for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.

**General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

**Automobile** – Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$250,000 bodily injury and property damage; \$250,000 uninsured/under insured motorist.

The Town of Parkton is to be named as an additional insured on the Comprehensive General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Parkton thirty (30) days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Parkton. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

**INSPECTION OF WORK:** The Contractor shall accompany an appointed representative of the Town on special inspections of the work at any time during business hours of the Town. The Town reserves the right to make determinations as to whether service is being performed satisfactorily. The Contractor will meet with the appointed Town representatives for a conference and tour to evaluate the performance of the contract as needed.

**COMPLAINTS AND RESPONSES:** The Contractor shall correct all complaints and supply requests for services within a 24-hour time period, or sooner as deemed necessary by the Town representative. All complaints, both major and minor, shall be investigated by the

Contractor during the same working day, when feasible. Any complaint which cannot be corrected during the same working day or which cannot be dealt with because of reasons beyond the Contractor's control shall be specifically reported to the Town representative.

The Town reserves the right to deduct fees from the monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the Town choose to deduct part of the monthly fee; the Contractor will be notified of the reason for, and the amount of the deduction in writing. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

Deductions for poor service or services which have been omitted will be determined by the Town representative and will be based on the impact the omission or poor quality service has on the area and the frequency of such.

**TERMINATION FOR CAUSE:** The Town of Parkton reserves the right to terminate the contract at any time for cause. The violation of any provision or condition contained in the contract, or the refusal, failure, or inability to carry out any provisions of the contract shall constitute sufficient grounds to terminate the contract for cause. Should the Town of Parkton elect to terminate the contract for cause, the Town of Parkton will notify the Contractor and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Town of Parkton.

**TERMINATION WITHOUT CAUSE:** The Town of Parkton and the Contractor may terminate the contract without cause. Written notice of termination must be sent via certified U.S. mail no later than sixty (60) days prior to the termination date.

## **SECTION V – SPECIFICATIONS FOR GROUNDS MAINTENANCE (SCOPE OF WORK)**

### **Group I**

#### **Facilities: Parkton Cemetery, Wastewater Treatment Plant, and Sewer Outfall Line**

##### *Parkton Cemetery*

Grass areas shall be mowed to a height of not more than two inches and shall be cut not less than twice a month March 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner/Contract Administrator. Weed eating shall be performed around head stones and monuments. All areas must remain free of weeds. No herbicide is to be used in the cemetery.

Leaves, limbs, branches, and litter shall be removed by the contractor.

##### *Wastewater Treatment Plant*

Grass shall be mowed to a height of not more than two inches and shall be cut, including

weed- eating, weekly from March 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner.

*Sewer Outfall Line*

Contractor shall bush hog the easement for the sanitary sewer outfall line, once every month from March 1 through November 1 of the growing season.

Curb & sidewalks must be edged at every other cutting.

**Group II**

**Facilities:** Parkton Town Hall, Memorial Park, All Town property and ROW's listed on the following page:

**Group III**

Residential Yard Debris pick up weekly

Location	Address	Weekly	Every 2 Weeks	Weed Eat	Edge
Lift Station 1	Pine Street		X	X	
Lift Station 2	Taylor Streey		X	X	
Well House1	1 <sup>st</sup> Street		X	X	
Well House3	Poplar St		X	X	
Well House4	Magnolia St.		X	X	
Old Armory	E. David Parnell		X	X	
Depot	W. David Parnell	X		X	
Flower Bed/Flag Pole				X (pull weeds)	
Town Hall	W. David Parnell	X		X	
Railroad Tracks		X		X	
Memorial Park		X		X	
Parkton Welcome Sign	71 West	X		X	
Parkton Welcome Sign	71 East N	X		X	
Parkton Welcome Sign	S. Fayetteville St	X		X	
Parkton Welcome Sign	E. David Parnell St.	X		X	
Corner ROW	Cooper and Third St	X		X	
Street ROW	Church St to Acadina Dr.	X		X	

Herbicides may be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable. (Herbicides **can not** be used at Parkton Cemetery).

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the interval between each mowing. In addition, tree limbs, branches, etc. must be removed from area and fence lines must be kept free of debris. Contractor will be responsible for leaf removal, and pruning of shrubs on any of the town properties. Also, contractor will be responsible for fertilizer, if the Town deems it necessary to plant any additional flowers, plants, etc.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Curb & sidewalks must be edged at every other cutting.

**BID QUOTE  
TOWN OF PARKTON  
GROUNDS MAINTENANCE  
SERVICES**

**BIDDER:**  
**SUBMITTED:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

The amounts and prices listed below include all labor, materials, overhead, profit, insurance, taxes, etc. to cover the work outlined in the scope of work attached.

Scope of Services offered by the BIDDER shall be provided for the period from June 17<sup>th</sup>, 2019 to June 30<sup>th</sup>, 2020. The OWNER reserves the right to extend or eliminate service scope by negotiation.

BIDDERS may bid on all of the groups below or just a certain group.

<b>GROUP I: Monthly Rate:</b> _____	<b>Annual Rate:</b> _____
<b>GROUP II: Monthly Rate:</b> _____	<b>Annual Rate:</b> _____
<b>GROUP III: Monthly Rate:</b> _____	<b>Annual Rate:</b> _____

**Total Bid: \$** \_\_\_\_\_

The undersigned, as BIDDER, hereby declares that the only person, or persons, interested in this BID as principal(s) is, or are, named herein; that no other persons have any interest in the BID or in the Agreement to be entered into; that this BID is made without connection with any person, company or parties making a BID; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; and that he has satisfied himself as to the work to be performed.

The BIDDER further proposes and agrees, if this BID is accepted, to contract with the OWNER, the Town of Parkton, in the attached form to contract, to furnish all materials, equipment, tools, apparatus means of transportation, and labor necessary thereto, and to

complete the Scope of Services in full and complete satisfaction of the OWNER at the prices listed hereafter.

**Signature of Bidder:** \_\_\_\_\_

***Required Documents:***

- Evidence of similar size contracts*
- Reference Page with 3 References*
- Proof of Insurance Information*
- Completed Bid Sheet*

**REFERENCE  
PAGE  
(MUST BE FILLED OUT BY  
BIDDER)**

**Please list at least three (3) current or former  
clients**

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone Nos.** \_\_\_\_\_  
**Services Provided** \_\_\_\_\_

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone Nos.** \_\_\_\_\_  
**Services Provided** \_\_\_\_\_

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone Nos.** \_\_\_\_\_  
**Services Provided** \_\_\_\_\_