

**REQUEST FOR PROPOSALS
FOR LANDSCAPE & GROUND MAINTENANCE SERVICES**

March 28, 2018



**TOWN OF WEDDINGTON
NORTH CAROLINA**

The Weddington Town Council is accepting proposals from experienced and qualified companies to enter into a contract for landscape and grounds maintenance services.

Those wishing to be considered for the contract should submit a proposal to Town Administrator, Town of Weddington, 1924 Weddington Rd., Weddington, NC 28104. The deadline for applications is **Monday, May 7, 2018 by 1:00 PM.**

SCOPE OF SERVICES, DUTIES AND RESPONSIBILITIES

During the Term the Contractor shall care for and maintain the Town Hall property, medians, and right(s) of way as set forth on Exhibit A and Exhibit B. All Services rendered shall be completed with the highest standard of care and workmanship prevailing in the field of landscape maintenance in the general geographic area in which the Town is located.

Equipment: Contractor shall provide all equipment and tools required to fulfill the terms and conditions as outlined in these specifications. The contractor shall operate the equipment in a safe manner so as not to create a hazard to the public and keep all work equipment wheels off travel ways during grounds maintenance operations. All equipment used must be commercial grade equipment for the entire term of this agreement.

MINIMUM QUALIFICATIONS

Proposals will be considered only from companies normally engaged in performing the type of work specified within this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the Town in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Town reserves the right to reject any or all proposals.

Proposer must be licensed to do business in the State of North Carolina.

Proposer warrants that he/she is fully qualified, with adequate personnel, experience and resources to undertake the services required and meet all obligations outlined in this RFP and the resulting contract within a reasonable time.

Proposer shall be an equal opportunity employer and shall adhere to all applicable local, state, or federal affirmative action requirement

SUBMITTAL INFORMATION

In addition to the completed "Contractor's Price Proposal," all proposals must provide the following:

1. Reference list of at least three (3) clients to whom the Proposer has provided similar services as prime contractor within the past five years. References must include the name of client, address, contact person and title, telephone number, and date(s) of service.
2. Evidence of general liability insurance with minimum limits of \$500,000 per occurrence combined single limit for bodily injury liability and property damage liability. Certificates of Insurance shall be filed with the Town and shall list the Town as additional insured.

3. Evidence of workers' compensation insurance for all employees for statutory limits in compliance with applicable state and federal laws.

TERMS AND CONDITIONS

1. Term of Contract: The contract resulting from this RFP shall be for a period of one (1) year from July 1, 2017, to June 30, 2018. This agreement shall automatically renew for an additional one (1) year term, up to a maximum of two additional years.

2. Hours of Work: The Contractor's operations will be restricted to daylight hours and no work may be performed on Sundays. Work shall only be performed when visibility conditions allow safe operations. The hours shall meet all Town ordinances as they pertain to noise.

3. Billing and Payment: The Contractor shall submit a monthly bill for services rendered to Town of Weddington, 1924 Weddington Road, Weddington, NC 28104. The Town will make payment within thirty (30) days of receipt of an accurate invoice. Invoices should include a description of services provided during the billed month.

4. Modifications of Work: The Town may at any time change the scope of work in the contractor by written notice to the Contractor, giving therein a date upon which the change shall become effective. On such effective date, the Contractor shall make the required changes in operations. Upon receipt of a change notice, the Contractor shall submit to the Administrator an estimate of the change in working hours or increase in cost resulting from said change. The Town shall then provide notice to the Contractor that it consents to the change in scope and increase in costs or that it has determined not to change the scope of work whereby the contract price would remain the same or the parties may negotiate any such changes.

5. Performance of Extra Services: The Contractor shall, upon written or oral request from the Town, perform extra services. The Contractor shall be entitled to charge for such services at a negotiated price. Requests for payment for additional services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions.

6. Price Increases: The prices bid in this proposal shall remain intact for the entire first year of this agreement. Adjustments, if needed, are to be made annually on the anniversary date of this agreement and cannot exceed the CPI percentage adjustment for the previous year based on the month of June.

7. Personnel: Contractor represents and warrants to the Town that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Contractor represents and warrants to the Town that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

8. Non-discrimination: Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age, or national origin.

9. Safety: Contractor understands and acknowledges that it will be working in a roadside area. Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors.

10. Liability and Indemnity: Contractor agrees that s/he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the Town as soon as possible. Contractor agrees to indemnify and save harmless the Town of Weddington, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

11. Liability Insurance: The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the Town of Weddington.

12. Workers Compensation Insurance: Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the State of North Carolina, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection by the Contractor.

13. Termination: The Contractor may terminate this Contract upon sixty (60) days written notice to the Town, provided, however, that during such sixty (60) days (or until earlier release by the Town), Contractor shall continue to diligently perform all of its duties hereunder. The Town may cancel this Contract at any time for any reason, with or without cause, upon sixty (60) days written notice to the Contractor. If this Contract is terminated by the Town with written notice to Contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Town for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Town shall be liable only for goods or services then delivered by Contractor and accepted by the Town.

14. Severability: If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Default: Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the Town, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State of North Carolina. In the event of a default by Contractor, the Town shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of

such default; and (c) the exercise of all other rights and remedies available under the laws of the State of North Carolina.

16. Successors and Assigns: This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the Town, which consent may be withheld at the sole and absolute discretion of the Town. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent for the town, nor shall this Contract be deemed to create any rights or benefits to any person other than the Town or Contractor.

17. Performance: Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Town, such performance by Contractor shall comply with all applicable local, State, and federal laws and regulations. Contractor shall have periodic communications with the council member in charge/and or staff to maintain satisfaction for both parties.

18. Inspection: All work shall be subject to inspection by the Town at any time.

19. Entire Agreement: This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, deleted from, modified, superseded, or otherwise changed, except by written instrument executed by the parties hereto.

20. Non-Exclusive Contract: This Contract shall be non-exclusive and the Town may procure the services contemplated hereby from other sources at the Town's discretion.

Contractor's Price Proposal

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected. Proposal of

(Name of Proposer)

(Address of Proposer)

(Business Phone)

(Fax Number)

(E-Mail Address)

The Proposer (hereinafter called "Contractor"), in compliance with your invitation for proposals for: Proposal for the Town of Weddington Landscape & Grounds Maintenance Services, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated.

These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Contractor's Price Proposal:

_____ per month for Services outlined in Exhibit A

_____ per month for Services outlined in Exhibit B

Respectfully submitted:

Name of Company _____

Signature of Officer _____

Name of Officer _____

Title of Officer _____

Exhibit A – Town Hall Property

1. Cut all grass areas as needed or as deemed necessary to maintain a high degree of curb appeal. Grass will be cut weekly during the accepted normal growth period except when weather dictates otherwise.
2. Edge all walkways, curbs, driveways, and or streets as needed during the growing season. Normally twice monthly edging will suffice to maintain a manicured appearance.
3. Clean all grass and debris from walkways curbs, driveways, and or streets after mowing and edging operations.
4. Police grounds to remove trash, limbs, litter prior to mowing.
5. Keep shrubbery, flower beds and mulched areas weeded and groomed at all times. Weed control will be accomplished with herbicides when possible and by hand pulling when danger to desirable plant material may exist.
6. Mulch all shrubbery, flower beds, and tree areas with hardwood mulch on an annual basis. Annual mulching is to occur between January 1, and February 28, any extra mulching to be additionally charged on a monthly basis.
7. Keep all shrubbery trimmed as needed on a year round basis. Shrubby trimming will be performed a minimum of two times per year.
8. Aerate all established grass areas in the fall before over seeding.
9. Fertilize all grassed areas four times annually with 2- slow release applications, 1-Crab Grass Pre-Emergent, 1-Crab Grass Pre-Emergent with Broadleaf Weed Killer Fertilize Application. Fertilize all trees and shrubbery at least once annually.
10. Control all vegetation in paved areas with the herbicides.
11. During the fall season, leaves will be blown from the grassed areas and removed from maintained ground area.
12. Debris will be removed from Gutters four times per year.
13. During winter months, grounds will be policed periodically for trash and debris. Paved areas will also be blown clear.
14. Remove all dead plants, shrubs, and trees less than 6” in diameter within the primary maintenance area. All contract tree removal will occur between November 1 and March 30, unless otherwise jointly agreed.

Exhibit B - Medians and Right(s)-of-way

1. Cut grass along shoulders 10' – 15' behind sidewalks and medians/round about as marked on the attached map (exhibit C). Grass will be cut as needed or as deemed necessary to maintain a high degree of curb appeal.
2. Edge all curbs, sidewalks and medians as needed during the growing season. Normally, once monthly edging will suffice to maintain a manicured appearance.
3. Weed eating around tree beds, signs, and along banks will be done after each mowing.
4. Clean all grass and debris from walkways, curbs, driveways, and / or streets after mowing and edging operations.
5. Police grounds to remove trash, limbs, litter prior to mowing.
6. Weeds in joints of concrete and in mulched median beds and beds around trees will be treated with herbicides.
7. During the fall season, leaves will be blown from the grassed areas and removed from the maintained ground area.
8. During winter months, grounds will be policed periodically for trash and debris. Paved areas will also be blown clear.
9. Remove all dead plants, shrubs, and trees less than 6" in diameter within the primary maintenance area. All contract tree removal will occur between November 1 and March 30, unless otherwise jointly agreed.
10. Shrubs and trees will be trimmed one time per year. Shrubbery trimming will include dead heading daylilies, but not include ornamental grasses.
11. Fertilize all trees and shrubbery once annually. This will occur in early spring.
12. Mulch all medians and tree beds one time bi-annually. Mulching will be done December 2017 to February 28, 2018. Mulching will be applied at a minimum of 4" depth.
13. Maintain town entry monuments (3 locations) and the landscaping beds surrounding it.
14. Maintain medians at intersections of Matthews-Weddington Road and Tilley Morris Road and Matthews-Weddington Road and Antioch Church Road intersection. This would include weed control with herbicide.

Exhibit C

