



PARKS AND RECREATION

Park Maintenance

Request for Proposal #: 320-120621RP

FY22 Unity Cemetery Grounds Maintenance and Landscaping

Date of Issue: June 15, 2021

Proposal Opening Date: June 30, 2021

At 02:00 PM ET

Contract Term: July 1, 2021-June 30, 2024

Direct all inquiries concerning this RFP to:

Ramona Plemmer

Senior Purchasing Technician

Email: Ramona.Plemmer@rockymountnc.gov

Phone: 252-972-1226

CITY OF ROCKY MOUNT
Parks and Recreation

Refer <u>ALL</u> Inquiries regarding this RFP to: Ramona Plemmer Senior Purchasing Technician	Request for Proposal # 320-120621RP
	Proposals will be publicly opened: 06/30/2021
	Contract Type: Landscaping Service Agreement

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the City. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent? Yes No If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest. _____

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR CITY USE ONLY: Offer accept and Contract awarded this _____ day of _____, 2021, as indicated on the attached certification, in the amount of \$ _____ by _____

(Authorized Representative of City of Rocky Mount Purchasing Office)

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1.0 PURPOSE AND BACKGROUND

The Park and Recreation department manages over 500 acres of parkland, two community centers, a senior center, four cemeteries, the Imperial Centre for the Arts & Sciences and the Rocky Mount Sports Complex. Their mission continues to be to advance the quality of life of our citizens by providing positive, inclusive experiences through people, parks and programs. This mission continues to be guided by our value of I.D.E.A. (Innovation, Dynamic, Engaged and Aware).

This agreement will allow the Parks and Receptions Department to continue to meet that mission by providing Professional Landscape Service in order to have sanitary parks and recreation space to the citizens and visitors of the City of Rocky Mount.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City’s election.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Hold Pre-Proposal Meeting/Site Visit	City	Monday 6/21/2021 10:00 a.m.
Submit Written Questions	Vendor	Wednesday 6/23/2021
Provide Response to Questions	City	Friday 6/25/2021

Proposal Number: 320-120621RP

Vendor:

Submit Proposals	Vendor	Wednesday 6/30/2021 2:00 p.m.
Contract Award	City	Tentative 07/26/2021
Contract Effective Date	City	Tentative 07/27/2021

Mandatory Site Visit

Date: 6/21/2021
 Time: 10:00 AM Eastern Time
 Contact #: 252-972-1226

Instructions: Vendor representatives are required to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. You cannot bid on this project if you do not attend the site visit. A mandatory site visit is scheduled for 10:00 AM Eastern Time at 331 S. Franklin St., Rocky Mount, NC 27804, 1st floor atrium. Site visit attendees will meet at City Hall to sign in and then follow City staff to the cometary. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ramona.Plemmer@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-120621RP: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City's response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page <http://www.rockymountnc.gov/bids> and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

If applicable to this RFP, sealed proposals, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one (1) paper, two (2) photocopies, and one (1) electronic copy (un-redacted) of its executed proposal on flash drive, and, if required for confidentiality, one (1) redacted copy of your proposal (with all marked proprietary and confidential Information Redacted) on the same flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

Proposal Number: 320-120621RP

Vendor:

All proposals shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources.

Proposal shall be marked on the outside of the sealed envelope with the Vendor's name, RFP number and date and time of opening. If Vendor is submitting more than one proposal, each proposal shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed proposals from a single Vendor may be included in the same outer package. Do not include proposals for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
PROPOSAL NUMBER: 320-120621RP Attn: Ramona Plemmer City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-120621RP Attn: Ramona Plemmer City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804

All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or e-mail, in response to this RFP shall NOT be accepted.**

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the City's IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the City of Rocky Mount regarding this RFP other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the City of Rocky Mount Purchasing Office election.

Proposal Opening:

Proposals will be opened and read aloud at the Frederick E. Turnage Administrative Services Complex, first floor atrium, 331 South Franklin Street, Rocky Mount, North Carolina 27804 at the date and time specified on the cover sheet and RFP schedule.

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION
- h) Technical Approach (section 5.4)

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

While the intent of this RFP is to award Contracts to multiple Contractors for different properties, the City reserves the right to make a single award to one Contractor, to not award one or more properties or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

Local Preference Policy. *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/vendors>*

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department, issuing department, other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date of contract award (the “Effective Date”). The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable

PO BOX 1180

Rocky Mount, NC 27802

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION. The City is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. **Must have both a North Carolina Registered Landscape Contractors license and a NC Commercial Pesticide Applicators license.**

4.6 MINORITY BUSINESS PARTICIPATION

The Owner has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Owners even MWBE/HUBs to obtain the aspirational goal where sub-contracting opportunities exist. The contractor shall include with his/her proposal the business name, number, address, work type and ownership type of any MWBE businesses utilized as subcontractors or suppliers for this project.

4.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal. If City references are provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER
Optional: City of Rocky Mount, if applicable			

4.8 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the City.

4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.10 VENDOR’S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for

Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL

The Contractor(s) awarded a contract shall practice acceptable safety requirements at all times when performing the landscaping requirements. Contractor shall be responsible for supplying all personal protective equipment needed to prevent accidents or injuries.

All equipment used in performing the contract shall have all safety equipment working at all times.

CONTRACTOR USE OF PREMISES

- a) Contractor will have access to utility requirements as needed.
- b) Remove all debris and waste materials resulting from the work and leave work areas clean and orderly.
- c) No discharge will be permitted in the city storm water system.

SAFETY REQUIREMENTS

- a) Contractor will be responsible for all requirements related to providing a safe environment for themselves, staff, and the general public while performing the scope of services for the City.
- b) Develop and maintain storage, housekeeping and debris removal practices that reduce the safety risks to the lowest level necessary for daily operations.
- c) Utilize safety equipment (cones, barriers, ppe, etc.) to manage safety in work areas.

5.2 TASKS/DELIVERABLES

GROUND MAINTENANCE AND WEED CONTROL

The Contractor shall provide the City with complete grounds keeping and maintenance services. These services shall include, but not be limited to the following:

- a) Maintain landscaped areas, planter beds, lawns, sidewalks, curbs, parking lots, and storm gutters to be clean of all weeds, grass clippings, leaves, trash and miscellaneous litter.
- b) Pick up litter and debris every day and dispose of properly.
- c) Maintain appropriate topsoil levels by top dressing.
- d) All areas (excluding unimproved grounds) are to be free of weeds and unwanted growth. Unimproved grounds shall have no weeds exceeding four (4) inches in height and/or cover more than 20% of any one (1) square foot area.

Weed all landscaping beds in building areas. Hand weeding shall be conducted around all trees and in landscape beds to remove all weeds. After hand weeding, herbicide may be used to control smaller weed sprouts.

- e) Clear all parking surfaces, curbing, and cracks of weeds; overgrowth etc. Herbicide shall be used as needed for the control of weeds along curbs and sprouting inside cracks/control joints of concrete walks and drives.
- f) Maintain primary entry ways and sidewalks in a manner that prevents the collection of debris in those areas, or under doors and on structures.
- g) Fertilize all planter beds twice per year. Fertilizer costs are to be included as part of service. Plants, shrubs, and trees will be liquid fertilized. Provide a cost per location for additional planter bed fertilization services.
- h) Imported fire ant control, Control Imported Fire Ants (Top Choice) to eliminate mounds and provide a chemical residual that will inhibit their spread and prevent reoccurrence.
- i) At a minimum, trim all plants and shrubs once per year according to the growth needs of each particular species. Cut back landscape grasses in the fall.

Shrub Maintenance. Shrub pruning and trimming as necessary to insure a well- manicured, well-tended appearance, to promote proper growth and remove dead, diseased, unsightly or hazardous branches and vines. Contain growth within planter areas.

- a) All shrubs shall be uniformly irrigated to insure consistent growth and plant coverage.
- b) All vines shall be kept attached to fences or walls made of concrete or corrosion-resistant metal to maximize hardscape cover and provide a natural appearance. All plants of any kind shall be pruned away from wooden building materials to prevent moisture buildup and rot by maintaining airflow on the surface of these building components.
- c) No walkways shall be obstructed by plants or shrubs.
- d) Provide pricing per location for additional shrub and plant pruning services.

Groundcover Maintenance, Groundcover other than grass shall be maintained and present a uniform appearance.

- a) All groundcover areas shall be uniformly irrigated to insure consistent growth and plant coverage.
- b) Groundcover areas shall be kept free of weeds and grasses.
- c) Groundcover shall be pruned on an annual basis
- d) Provide pricing per location for additional ground cover pruning services

SPRING AND FALL CLEANUP

- a) At the beginning of each spring, the grounds are to receive a general cleanup consisting of a walk through removing all paper and/or debris that has accumulated over the winter and summer months. In the spring, weed control shall be performed and mulch should be added to all Landscape beds and tree bases. Mulch should be refreshed as needed to maintain a fresh appearance.
- b) Re-mulch beds in February to a depth of 2" with shredded hardwood mulch. Remove dried tops of daylilies and cut back ornamental grasses before mulching.
- c) Apply pre-emergent herbicide in early March and October in mulched areas to control weeds.

Fall Cleanup

- a) Remove leaves from sidewalks and in parking lots at least bi-weekly during the months of October, November, and December in order to maintain them in a safe condition.
- b) Thoroughly remove leaves from planter beds, lawns, and landscaped areas as needed. Once the majority of leaves have fallen, return to those areas to remove remaining leaves and prune shrubs, grasses and perennials as required.

TREE MAINTENANCE

- a) Limbs above sidewalks shall be no lower than 9' and limbs above roadways shall be no lower than 14'. Limbs shall be no closer than 5' from buildings unless tree is planted closer than 10 ft from the building.
- b) Trees shall be fertilized twice per year.
- c) Potential damages caused by tree roots will be identified on site walks. Where appropriate, root pruning shall be Performed to avoid costly structural damages and tripping liabilities.
- d) Trees causing consistent physical damage or nuisance can be recommended for removal. Contractor shall report/recommend such hazards to the City.
- e) Maintain tree and shrub suckers. At no time, should any sucker exceed four (4) inches in length.
- f) Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property.
- g) When applicable, tree supports should be kept in good condition and functioning at all times and removed when no longer needed. All trees and shrubs should be fully protected. Tree stakes, tree ties, and guy wire shall be of materials that are comparable to those existing on site, and shall be replaced or repaired by Contractor as needed. Supports or braces are to be repositioned as often as necessary to prevent damage to the tree or shrub trunk
- h) Pricing for additional tree fertilization services should be provided on a per location basis

Turf Maintenance

- a) Provide monthly fertilization of all turf areas March-November. All turf areas shall be maintained free of barren spots (spots exceeding 3'x3') by over seeding and top dressing as needed. Turf shall be maintained to present a uniform appearance throughout the areas. All turfed areas shall be kept free of weeds and other undesirable plants. Additional top-dressing services should be priced on a per site basis.
- b) Mowing and Edging. Mowing, weed eating and edging as necessary to insure that the grounds present a well-manicured, well-tended appearance. Edging shall include the trimming of all grass surrounding trees, bushes, monuments or structures in a manner that matches the height of the surrounding mowed turf.
- c) All turf shall be mowed weekly during the growing season. Additional mowing may be required based on weather conditions. Additional mowing services should be priced on a per site basis.
 - a. If an accumulation of grass clippings is observable, the area shall be raked and all accumulated clippings shall be removed.
 - b. Maintain neat and uniform tree wells around the base of all trees in the lawn areas.
 - c. Thatch, aerate and spray turf to control weeds three times per year. Additional services should be priced on a per location basis.

d) All turf areas shall be over seeded with annual winter rye grass at the rate of 5-10# per 1000 square feet.

CEMETERY SPECIFIC MAINTENANCE

- a) Edging and /or weed eating to be done with the cutting of the lawn. Areas around all monuments, markers, headstones, ledgers, concrete structures, walls and curbs in grass areas, landscaped areas, paths, and trees.
- b) No mower will operate within 12- inches of any marker, monument, headstone, footstone, or other memorial. All turf between these markers and mown areas must be trimmed using a filament line trimmer.
- c) A granular or non-staining pre-emergent shall be used to prevent monument discoloration.
- d) All fertilizer, granular pre-emergent, grass seed, and grass clippings will be swept/blown off all markers, monuments, headstones, footstones or other memorials and roadways.
- e) Inspect all burial sites for landscaping repairs. Contractor to add topsoil and over-seed newly settled grave sites. (Bermuda seed)
- f) Any additional work not listed under this contract is to be done upon the request of the City and will become an extra charge above the contract price, such as: tree or shrubbery removal, additional planting, minor grading, and seasonal flowers. The costs for providing additional services are to be approved in advance by the City representative.

5.3 LOCATION

Unity Cemetery – Grand Avenue



5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. In the narrative include the number of employees to be used in meeting the requirements of this contract, a statement of hourly rates for each class of employee to be used in the performance of each type of work of the contract. Such rates are to be used in computing additions to or deductions from the monthly payment to the contractor for changes to the specified duties and services, or for extra work required by the owner.

5.5 ACCEPTANCE OF WORK

All the above specifications for Park's landscape services are subject to daily inspections by either the Director of Parks and Recreation or the Park Superintendent. Failure to meet the standards set forth in these specifications will be noted and discussed with the vendors designated project manager. Failure to remedy issues shall be grounds for the cancellation of this contract. Ongoing failure to consistently meet specifications noted in this RFP shall also be grounds for the cancellation of this contract.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.6 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

5.7 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the City, shall meet periodically monthly with the Parks Superintendent for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and City performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 PERIODIC STATUS REPORTS

WEEKLY

The Vendor shall provide a weekly report detailing the previous week's activities to the Parks Superintendent and the designated Parks Supervisor. Reference ATTACHMENT A and B. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft Word.

BIWEEKLY

Provide fertilization and chemical schedule and records including any product applied, product name and quantity used within two (2) weeks of application.

6.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

ATTACHMENT A: UNITY CEMETARY PRICING

ITEM #	QTY	DESCRIPTION	MONTHLY COST	ANNUAL COST
1	12	Grounds Maintenance to specifications listed in Scope of Work.	\$	\$
2	12	Spring-Fall Re-mulch and cleanup to specifications in Scope of Work.	\$	\$
3	12	Plant & Tree Maintenance to specifications in Scope of Work.	\$	\$
4	12	Turf Maintenance to specifications in Scope of Work.	\$	\$
5	12	Additional Plants, materials & Miscellaneous to specifications in Scope of Work.	\$	\$
7	12	Weed control and fertilization to specification in Scope of Work.	\$	\$
LOCATION TOTAL			\$	

OCCURRENCE

ITEM #	DESCRIPTION	RATE
1	Additional shrub pruning	\$
2	Additional Ground Cover pruning	\$
3	Additional Tree pruning	\$
4	Additional Turf mowing	\$
5	Additional Turf weed control	\$
6	Additional Turf maintenance	\$
7	Additional Turf fertilization	\$
8	Additional Planter Bed fertilization	\$
9	Additional Annual Cleaning services	\$

BID BOND REQUIREMENT: THIS BID MUST BE ACCOMPANIED BY CERTIFIED CHECK OR A BID BOND IN THE AMOUNT OF 5% THIS AMOUNT WILL ACT AS THE BID BOND AND THE PERFORMANCE BOND AND WILL BE HELD BY THE CITY OF ROCKY MOUNT THROUGHOUT THE DURATION OF THE CONTRACT PERIOD. THE BID BOND FOR COMPANIES NOT AWARDED THE CONTRACT SHALL BE PROMPTLY RETURNED AFTER AWARD BY THE CITY COUNCIL.

ATTACHMENT B: ACCEPTANCE OF TERMS & CONDITIONS

City of Rocky Mount Sample Contract Terms

Review Terms and Conditions: <https://rockymountnc.gov/vendor>

Check here to indicate that you have read and agree to the City of Rocky Mount Contract Terms.

This Space Is Intentionally Left Blank

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? **Yes** **No**

- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification:

VENDOR REGISTRATION

New vendors must complete a vendor registration form using the link below. Current vendors are encouraged to complete the form if company information has changed. Once registration is complete email a copy of your W9 and certificate of insurance (COI) to the purchaser listed on the coversheet.

rockymountnc.gov/vendor