

TOWN OF MORRISVILLE

Request for Proposal

Landscape Maintenance Services

The **TOWN OF MORRISVILLE** invites Offers for *Landscape Maintenance Services for Various Right of Ways and Grounds* to be received until **3:00 p.m. on June 4, 2021**. **Bid submissions should be emailed to kbass@townofmorrisville.org and the Subject Line should include the following title: FY2022 Landscape Maintenance Proposal.** All proposals should be submitted in PDF format.

Proposal of _____
(Hereinafter called “**Bidder**”, organized and existing under the laws of the State of _____ doing business as (insert “a corporation”, “a partnership”, or as “an individual” as applicable) _____ to the **TOWN OF MORRISVILLE** (Hereinafter called “**Town**”).

Bidder hereby proposes to furnish all materials, tool, machinery, equipment, apparatus, labor, and all means necessary to perform all work in connection with the *Landscape Maintenance Services for Various Right of Ways and Grounds* in accordance with this Request for Proposal, and at the prices stated hereinafter.

The undersign has carefully examined the site of this work, and has informed him/herself fully in respect of the conditions of the place where the work is to be performed and has examined the scope of work and any general or special condition relating thereto.

Awarding of Contract

The contract will be awarded to the lowest responsive, responsible bidder who offers the best value to the Town including price and other factors. Consideration will be given to only those quotes received from contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to similar landscape maintenance projects of comparable magnitude and scope that are currently working on. The Town also reserves the right to reject any and all offers and to waive informalities or technicalities as it may deem to be in its best interest.

Negotiating with Offers

The informal bidding statute allows negotiation with bidders when all bids exceed “the funds available for the project.” In this case the Town may elect to negotiate with the lowest responsive, responsible bidder and make reasonable changes in the scope and specifications as necessary to bring the contract price within the funds available.

Right to Reject Submittals

The Town of Morrisville reserves the right to reject any and all submittals. This submittals request is neither a contractual offer nor a commitment to purchase services. The Town of Morrisville assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a bid by a Respondent, the evaluation of statements or final selection.

Questions

For questions concerning this RFP, please contact **Steve Dickinson at 919-463-7072(office) or 919 625-1847(cell), or email sdickinson@townofmorrisville.org**. Questions are due by June 1, 2021 and the Addendum, if needed, will be posted by June 2, 2021.

Landscape Maintenance Services for Various Right of Ways and Properties in the Town of Morrisville

Class 1 Town Grounds

- ☐ 42 Site Visits per Year
- ☐ Weekly visits to maintain Town grounds

No.	Area	Address
1	Connector Building	240 Town Hall Drive
2	Fire Station 1	102 Town Hall Drive
3	Fire Station 2	10632 Chapel Hill Road
4	Food Hub/ Farmer's Market Area	260 Town Hall Drive
5	Google Hut	1001 Foxglove Drive
6	Historic Christian Church	222 Church Street
7	Morrisville Aquatics and Fitness Center	1301 Morrisville Parkway
8	Morrisville Community Library	310 Town Hall Drive
9	Public Safety Building	260 Town Hall Drive
10	Town Hall	100 Town Hall Drive

Class 1 Town Right of Ways

- ☐ 42 Site Visits per Year
- ☐ Weekly visits to maintain Town right of ways

No.	Area	From/To
1	Carolina Street	From Town Hall Drive to Church Street
2	Cary Parkway	From Railroad Bridge to Cary line
3	Chapel Hill Road	From Rise Drive to Sara Woody Park
4	Chapel Hill Road	Islands at Sheetz
5	Chapel Hill Road	Islands at Wake Tech
6	Chapel Hill Road	From Rt. 540 exit to Surles Court (Wal-Mart)
7	Foxglove Drive Ext.	From Jeremiah Street to Carolina Street
8	Jeremiah Street	From Town Hall Drive to Church Street
9	McCrimmon Parkway	From Family Farm Road to Perimeter Park Dr
10	McCrimmon Parkway	From Airport Drive to Pharma Drive
11	Morrisville Carp. Road	From Chapel Hill Road to Morrisville Square Plaza
12	Morrisville Parkway	From Davis Drive to Chapel Hill Road
13	Park West Median	From Morrisville Pkwy to Cary Parkway
14	Town Hall Drive	From Morrisville Carpenter Road to McCrimmon Parkway
15	Various Bus Stops	Bus Shelters and Pads landscaping as they are built

Class 2 Town Grounds☐ 22 Site Visits per Year☐ Every other week visits to maintain Town grounds

No.	Area	Address
1	Carolina Road Properties	118 Carolina Road
2	Church Street Property #1	101 Church Street
3	Church Street Property #2	106 Church Street
4	Franklin Upchurch Property	312 Franklin Upchurch
5	Old Fire 1/Ruritan Property	100 Morrisville Carpenter Road
6	Pugh House Property	103 South Page Street
7	Sara Woody Property	10191 Chapel Hill Road
8	UpChurch Property	219 Church Street

Class 2 Areas Medians and Right of Way Areas☐ 22 Site Visits per Year☐ Every two weeks to maintain medians and right of ways

No.	Area	From/To
1	Airport Boulevard	From Trans Air Drive to McCrimmon Parkway
2	Aviation Parkway	At Cotton Drive
3	Chapel Hill Road	From Lichtin Blvd to 540 ramp
4	Church Street Sidewalk	From Downing Glen Drive to CFES
5	Davis Drive	From Town Line to Parkside Valley Drive
6	International Drive	Aviation Parkway Intersection
7	Kitts Creek Bridge/ Greenway	From Davis Drive to Expressway Bridge
8	Louis Stevens Drive	From Poplar Pike Lane to Little Drive
9	Mills Springs Greenway	Carrington Mill Boulevard
10	Morrisville Carpenter Road	From Leafycreek Drive to Gratiot Drive
11	Morrisville Town Signs:	Aviation Parkway and Airport Boulevard
12	Town Entrance Sign	3588 Davis Drive
13	Town Entrance Sign	9519 Chapel Hill Drive
14	Various Town Bus Stops	Bus Shelter and Pad Maintenance as they are built

Class 3 Areas

- **12 Site Visits per Year**
- **Monthly visits to maintain stormwater drainage ditches and right of ways on ribbon streets.**

No.	Area	From/To
1	Airtech Drive	From First Parking lot to End
2	Barbee Road/Fiona Circle	From Fiona Circle to Everett Fields Road
3	Clements Drive	From Aviation Pkwy to First Drive
4	Cotten Drive	From Aviation Parkway to Sunset Ave
5	Fairview Avenue	From Sunset Ave to End
6	Green Drive	From Chapel Hill Road to End
7	South Page Street	From Franklin Upchurch St to First Drive
8	Sorrell Grove Church Rd	From Airport Blvd to Concourse Village Drive
9	Stella Court	From Green Drive to End of Stella Court
10	Sunset Avenue	From Chapel Hill Road to end
11	Trans Air Drive	From Airport Blvd to First Drive

See the attached map for more detailed description of the property locations.

Additional property information and site tours can be acquired by contacting Steve Dickinson, Public Works Operations Analyst, office 919- 463-7072 or cell 919-625-1847

Bid on The Following Areas

Class 1 Areas - Town Grounds

No.	Area	Bid
1	Connector Building	
2	Fire Station 1	
3	Fire Station 2	
4	Food Hub/ Farmer's Market Area	
5	Google Hut	
6	Historic Christian Church	
7	Morrisville Aquatics and Fitness Center	
8	Morrisville Community Library	
9	Public Safety Building	
10	Town Hall	
Total Bid for Class 1 Grounds Areas		\$

Class 1 Areas - Right of Ways

No.	Area	Bid
1	Carolina Street	
2	Cary Parkway	
3	Chapel Hill Road (Rise Drive to Sara Woody Park)	
4	Chapel Hill Road (Sheetz Islands)	
5	Chapel Hill Road (Wake Tech Islands)	
6	Chapel Hill Road (from Walmart to 540)	
7	Foxglove Drive Ext. (Jeremiah St. to Carolina St.)	
8	Jeremiah Street (Town Hall Dr. to Church St.)	
9	McCrimmon Parkway (Family Farm to Perimeter Park Dr)	
10	McCrimmon Parkway (Airport Dr. to Pharma Dr)	
11	Morrisville Carp. Road	
12	Morrisville Parkway	
13	Park West Median	
14	Town Hall Drive	
15	Various Bus Stops	
Total Bid for Class 1 Right of Ways		\$

Class 2 Areas -Town Grounds

No.	Area	Bid
1	Carolina Road Properties	
2	Church Street Property #1 (101 Church)	
3	Church Street Property #2 (106 Church)	
4	Franklin Upchurch Property	
5	Old Fire 1/Ruritan Property	
6	Pugh House Property	
7	Sara Woody Property	
8	UpChurch Property	
Total Bid for Class 2 Town Grounds		\$

Class 2 Areas - Right of Ways

No.	Area	Bid
1	Airport Boulevard	
2	Aviation Parkway	
3	Chapel Hill Road	
4	Church Street Sidewalk	
5	Davis Drive	
6	International Drive	
7	Kitts Creek Bridge/ Greenway	
8	Louis Stevens Drive	
9	Mills Springs Greenway	
10	Morrisville Carpenter Road	
11	Morrisville Town Signs (Aviation and Airport Blvd)	
12	Town Entrance Sign (Davis)	
13	Town Entrance Sign (Chapel Hill)	
14	Various Bus Stops	
	Total Bid for Class 2 Right of Ways	\$

Class 3 Areas – Right of Ways

No.	Area	Bid
1	Airtech Drive	
2	Barbee Road/Fiona Circle	
3	Clements Drive	
4	Cotten Drive	
5	Fairview Avenue	
6	Green Drive	
7	South Page Street	
8	Sorrell Grove Church Rd	
9	Stella Court	
10	Sunset Avenue	
11	Trans Air Drive	
	Total Bid for Class 3 Right of Ways	\$

Base Year 7/1/21 thru 6/30/22, Total Price for Class 1, 2 & 3 Areas: \$_____

1st Option Year 7/1/22 thru 6/30/23, Total Price for Class 1, 2&3 Areas: \$_____

2nd Option Year 7/1/23 thru 6/30/24, Total Price for Class 1, 2&3 Areas: \$_____

Grand Total for Base and Two Option Years \$_____

This contract will be for one year beginning July 1, 2021 through June 30, 2022.
The Town has the option to renew the contract for two additional option years.

PROPOSED SUBCONTRACTORS (if applicable):

Name: _____

Address: _____

Telephone Number: _____

State and License Number: _____

Type, extent, and dollar value of work to be performed: _____

Non-Conclusion Agreement

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to **THE TOWN OF MORRISVILLE** in accordance with the documents, including this Request for Proposal. The undersigned individual certifies that he or she is authorized to sign this offer.

This the _____ day of _____, _____
(Date) (Month) (Year)

OFFICIAL LEGAL NAME OF BIDDER

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

(_____) (_____) _____
TELEPHONE NUMBER FAX NUMBER

WEB SITE ADDRESS & EMAIL ADDRESS

FEDERAL I.D. NUMBER

SPECIAL CONDITIONS

1. References listed must be for *Landscape Maintenance Services* of comparable work performed. Please provide accurate, complete and up to date information. **Give three (3) references of firms in which you have provided landscape maintenance services within the past three years**

Company Name _____
Address _____
_____ Phone Number _____
Contact Person _____ Fax Number _____
Contract Period _____

Company Name _____
Address _____
_____ Phone Number _____
Contact Person _____ Fax Number _____
Contract Period _____

Company Name _____
Address _____
_____ Phone Number _____
Contact Person _____ Fax Number _____
Contract Period _____

2. The Contractor must have a person or persons available during normal daylight hours to address any problems or complaints. Please provide the following information:

Name _____ Title _____
Cell Number _____ Office Number _____
Email _____

Name _____ Title _____
Cell Number _____ Office Number _____
Email _____

3. Please list the name of the supervisor(s) that will be performing under contract
Supervisor(s) Name _____

TERMS AND CONDITIONS

1. Suspension of Work

- a. The Town may notify the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the **Town of Morrisville**, or for noncompliance with the contract requirements.

2. Licensing

- a. The contractor shall be properly licensed and bonded for this type of work. Proof of fidelity bonding for all contractor(s) employees will be required prior to recommendation of award and start date of the contract.

Insurance

- a. The contractor to whom the award is made shall maintain insurance not less than the following:

Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

- b. The **TOWN OF MORRISVILLE** must be named an additional insured and an original of the endorsement to affect the coverage must be attached to the certificate if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement.
- c. **Worker's Compensation Insurance,**
 - o Covering Statutory benefits
 - o Covering employees; covering owners partners; officers, and relatives (who work on this contract)
 - o Employers' liability, any limit.
- d. **Insurance shall be provided by:**
 - o Companies authorized to do business in the State of North Carolina
 - o Companies with Best rating of A or better.
- e. **Insurance shall be evidenced by a certificate:**
 - o Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage

- Certificates shall be address to:
TOWN OF MORRISVILLE
Attention: Finance Department
100 Town Hall Drive
Morrisville, NC 27560

- f. Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the Purchasing & Contracts Manager before the Contractor can begin any work under this contract.
- g. PLEASE SHOW THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO PROVIDE YOUR COMPANY WITH A PRICE FOR THIS COVERAGE. NO EXCEPTIONS TO CHANGE THE COVERAGE WILL BE ALLOWED.
- h. Prior to execution of a contract the successful bidder will be required to provide a copy of its current Certificate of Insurance and including those subcontractors subject to licensing.

3. **Force Majeure**

- a. The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take sufficient measures to ensure that force majeure event (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, etc.) do not result in any failure or delay in the performance of the Company's obligations pursuant to these Agreements. Failure to comply with this provision will constitute a default under these Agreements, and grounds for immediate termination.
- b. Under the occurrence of a Force Majeure Event, the Contractor shall immediately notify the Town of Morrisville Public Works Department by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Majeure Event prevents the contractor from performing its obligations for more than two (2) days, the Town shall have the right to terminate these Agreements by written notice to the contractor.
- c. Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the contractor from the performance of its obligations under these Agreements.

4. **EEO Provisions**

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The

Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.

- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the Town may cancel, terminate, or suspend this contract, in whole or in part, and the Town may declare the Contractor ineligible for further Town contracts.
- e. Unless exempted by the Town Council of the TOWN OR MORRISVILLE, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

5. Non-Discrimination Provision

- a. "The TOWN OF MORRISVILLE opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force as subcontractors and vendors under Town contracts."

6. Payment

- a. The contractor is to forward a monthly invoice for services performed due to the Morrisville Public Works office by 25th of each month - payment will be made by the 15th of the following month, provided the completed work has been satisfactorily performed.

7. Work Inspection

- a. The Town will inspect the work within 2 days of the work being performed. If the Town is dissatisfied with the work, the contractor will be notified via phone immediately. The Town and the contractor will agree upon a set completion date to not incur a payment penalty.
- b. The Town retains the right to correct unacceptable work performed by the contractor and to charge associated costs to the contractor. Time will be billed at an average rate of pay for a Town employee.

8. Materials, supplies, and equipment

- a. Contractor shall furnish all materials, labor, equipment and supplies necessary to perform all services outlined in this contract.

9. Project Conditions

- a. The Contractor shall provide a competent on-site supervisor for its employees/agents at all times. The on-site supervisor shall be capable of communicating in an understanding the English language.

- b. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.

10. Warranty

- a. Any plant material provided by the contractor shall be warranted to live and be in healthy, vigorous condition for a period of (1) one year after installation and acceptance.
- b. The Contractor will report to the Parks and Grounds Superintendent all plants within the contracted area that are dead or are in an unsightly condition or have lost their natural shape due to dead branches or other causes.
- c. Warranty shall not include damage or loss of trees, plants or ground covers caused by fires, floods; lightning storms, or winds over 40 miles per hour or ice or snow storm, acts of vandalism or negligence on the part of the owner.

11. Uniforms

- a. Contractor staff shall be in uniform at all times during performance of this contract. Shirts shall be uniform in appearance. T-shirts shall be acceptable.
 - o Shirts shall have business identification such as logo or business name.
 - o Pants shall be uniform in appearance both color and style.
 - o Tattered cut-offs for shirts or pants shall be unacceptable.
 - o Hats shall be at the discretion of the contractor.
- b. Contractor shall provide visible business identification on contractor's vehicles.
- c. A professional image must be portrayed at all times

12. Permits, Certifications, Licenses

- a. The contractor shall maintain all permits, certifications or licenses required by the Town of Morrisville or the State of North Carolina in order to provide contract services. Employees applying insecticides and herbicides on property covered by this contract must be certified applicators in accordance with applicable state regulations.
- b. The contractor shall promptly provide proof of certification or licensure upon request from the Town.
- c. Any and all chemicals used by the contractor must have a copy of the MSDS on site.

13. Safety

The contractor during the performance of this contract shall:

- a. Be responsible for the provision of competency and safety during all aspects of fulfilling this contract.
- b. Comply with applicable OSHA standards.
- c. Comply with applicable MUTCD standards and NCDOT regulations regarding work zone safety.
- d. Not expose any Town of Morrisville employee, location visitor/user or the general public to any unnecessary unsafe condition
- e. Be responsible for providing all necessary safety and personal protective equipment and insuring it is used by their employees.
- f. Report all injuries sustained on township property by employees or general public to the Public Works Operations Analyst or designee.
- g. Be responsible for the safe operation and associated maintenance of equipment.
- h. Notify the Public Works Operations Analyst (or designee) of any damages to Town's property or property of others who are visitors on Town property.
- i. The Town retains the right to stop contractor or the contractor's employees from working to the extent necessary to protect Town employees or the public's safety.

14. Additional Services:

- a. Services or materials that are not listed in this contract shall be deemed additional services. Materials, additional cost, and scheduling will be negotiated between the contractor and the Town.

15. Damages

- a. The contractor shall be responsible for any and all damages attributable to the contractor or their employees. This will include, but is not limited to, the improper performance of work by any employee or agent of the contractor for damages caused by that contractor or agent
- b. The contractor shall be responsible to report all contractor attributable damages to the parks and grounds superintendent within one hour of the incident.
- c. The primary objective in handling contractor damages shall be the timely and competent repair of property to conditions as close to pre-existing conditions as possible. All repairs shall be approved by the parks and grounds superintendent (or designee) and performed without charge to the Town.
- d. In cases where repair is not possible or pre-existing conditions cannot be reasonably attained, the Town retains the right to assess damages by appropriate methods and to charge the value of those damages back to the contractor. In cases of vegetation damage, particularly in cases of tree and/or shrub damage, the contractor shall accept the methods approved by the National Council of Tree and Landscape appraisers as legitimate arbitration tools.
- e. The contractor shall not be responsible for damages that are not attributable to the contractor such as vandalism or acts of God.

16. Communications

- a. The contractor shall be responsible to designate an individual to be a company liaison to provide information to the Public Works office.
- b. The contractor will provide both an office number and an emergency contact number.