

TOWN OF GARNER, N.C.



REQUEST FOR PROPOSALS:

***RIGHT OF WAY MOWING,
LANDSCAPE SERVICES
&
BEAUTIFICATION LANDSCAPING BED
MAINTENANCE PROGRAM***

OCTOBER, 2019

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ATTACHMENTS:

- I. MAP (3 sheets) for Right of Way Mowing and Landscape Services**
- II. MAP (5 sheets) for Beautification Landscaping Bed Maintenance Program**

TOWN OF GARNER, N.C.

REQUEST FOR PROPOSALS:

RIGHT OF WAY MOWING, LANDSCAPE SERVICES AND BEAUTIFICATION LANDSCAPING BED MAINTENANCE PROGRAM

OCTOBER, 2019

1. GENERAL

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids for providing U.S. Highway 70 right of way mowing, landscape services and beautification landscaping bed maintenance program for the Town of Garner, N.C.

All communications for obtaining the RFP packet of information should be directed to the Town internet site, www.garnernc.gov. Maps (Attachments I. & II.) are available to pick up from:

David C. Beck, Finance Director
Phone: (919)773-4413
900 7th Avenue, Garner, N.C. 27529

If you have any questions regarding the RFP or would like to schedule a site visit, please contact:

Chet Lepley, Public Works Streets Superintendent
Phone: 919-772-7600
E-mail: clepley@garnernc.gov

To be considered, each contractor must submit completed proposal bid forms A & B, completed E-Verify Affidavit, completed Iran Divestment Form, certificate of liability insurance and additional information requested in Item 6 of the RFP with their proposal packet (two copies). The proposal bid forms must be signed.

Responses to this RFP will be evaluated based on a selection process consisting of:

- Qualifications of the contractor for this type of work
- Expertise and relevant experience
- Proposed approach for this program, understanding of services being requested and project requirements
- Past performance on similar maintenance programs
- Availability of the contractor and commitment to provide adequate resources
- Proposed fees
- Completeness and clarity of the proposal

2. RFP TIMELINES

Every effort will be made to adhere to the following schedule:

- | | |
|---------------------------------------|---|
| • Distribute RFP | October 25, 2019 |
| • Proposal Submission Deadline | November 20, 2019 (by 2:00 p.m.) |
| • Bid Opening | November 20, 2019 at 2:00 p.m. |
| • Notice to Proceed | December 2, 2019 |
| • Commence Work | January 1, 2020 |

3. REQUESTED SERVICES

The selected contractor will be responsible to provide mowing, landscaping services and beautification landscaping bed maintenance program to the Town of Garner for the following specified areas:

Right of Way areas on U.S. Highway 70 through and adjacent to the Town of Garner

These areas are shown on the attached aerial photos and basically cover from and including the Welcome sign location at the Raynor Road intersection westward to and including the Welcome sign location at the intersection of Mechanical Boulevard. Areas include the medians, interchanges, Welcome Sign sites, shoulders, and islands. These areas are shown linearly and outlined in green on the map (*The center median is assumed to be included*) – see Attachment I. It is recommended that the proponents visit the site to become familiar with the terrain and extent of the work in the areas as noted. Utilize methods and means as required to accomplish the work specified. Refer to the map: **ATTACHMENT I**.

Beautification Landscaping Bed Maintenance locations for the Town of Garner

The following areas shall be included in the landscaping bed maintenance program. (Please note that the area boundaries are defined in red as the area of contiguous mulch which may vary in size and shape from location to location – nearby trees and shrubs not a part of the primary contiguous area are to be considered part of the Right of Way maintenance.)

Maintenance: The following landscaping bed locations includes shrubs and perennial plantings along with an annual edging of at least 24” in width/depth. The annual edging for the Welcome signs will be fronting.

- Eastbound US 70 at Vandora Springs Road
- Westbound US 70 at Vandora Springs Road
- Westbound US 70 at Benson Road
- Eastbound US 70 at Benson Road
- Westbound US 70 at Yeargan Road
- Eastbound US 70 at Yeargan Road
- Welcome Sign Bed at New Rand Road and East Main Street

- Welcome Sign Bed at Benson Road and New Bethel Church Road

The following landscape bed locations includes trees along and the maintenance mentioned above.

- NW corner of Timber Drive and US 70
- NE corner of Old Stage Road and US 401
- Welcome Sign Bed at US 70 and Mechanical Boulevard
- Welcome Sign Bed at US 70 and Auburn-Knightdale Road
- Welcome Sign Bed at Benson Road and West Main Street

Refer to the maps: **ATTACHMENT II**.

4. DESCRIPTION OF THE WORK TO BE PERFORMED

Right of Way Mowing and Landscape Services

The work includes bi-weekly mowing and scheduled horticultural care of all established grasses and vegetation within the designated area in a neat and professional manner. Vegetation in and around structures, trees, or other similar stationary items shall be mowed to maintain a neat appearance as well as string trimmed. The contractor shall mow grass and vegetation to a height as specified below. All trash and debris in the mowing area shall be removed from the area before and after mowing by contractor. Vegetation clippings shall not be blown into or deposited onto the highway or paved surfaces.

Pricing is also requested for periodic, unscheduled work to be performed upon request.

The chosen contractor must be able to respond to and comply with all of the elements listed in this section. Failure to comply can and will result in termination of a bid proposal or service contract.

Elements include:

- Contractor shall notify the Town of Garner Public Works Department at the beginning and end of each maintenance cycle for regular inspection of ongoing and completed work.
- Mowing height shall be 2"-3" based on conditions and not to exceed 3".
- Grass clippings shall not be mowed or blown into the streets or roads or storm drains.
- All trash and litter must be picked up and disposed of. Mowing over trash and litter is prohibited.
- The area immediately around sign posts, utility poles, guard rails, median cable barriers, structures, and similar locations within the work areas shall be mowed or trimmed to the specified mowing height. Damage to trees, light posts, sign posts, etc., by mowers or string trimmers is prohibited.
- Mulched areas shall receive routine maintenance to maintain uniform appearance, repair ruts or washouts, kept litter-free and weed-free.

- Horticultural care, pruning trees and shrubs: Schedule two times per year to maintain neat appearance and shape. Remove sucker growth and dead limbs. Pruning shall be in conformance with ANSI A300 standards. Include disposal of removed material.
- Fertilization: Schedule two applications per year- one at the beginning of growing season and one midway through the season. Fertilizer shall be “Woodace 14-14-14” or approved equal at a rate of 1 pound of nitrogen per 1,000 square feet or per manufacturer recommendation.
- Concrete medians and islands shall be kept clean and weed free. Remove debris, gravel, and accumulations of sand, dirt or trash.
- Equipment operators must wear high visibility reflective safety vests, jackets or shirts while operating equipment in the ROW and adhere to OSHA regulations pertaining to the duties performed at all times.
- To maintain clear visibility by motorists, contractor’s mowing equipment must have caution strobe lights and slow-moving vehicle plaques affixed to them as appropriate.
- Temporary Traffic Control: 48” x 48” “Mowing Ahead” work zone signs shall be placed in both directions in advance of the work and at a minimum of one mile apart throughout the work zone. This requirement does not supersede any additional requirements of the MUTCD and the NCDOT. Failure to set up proper work zones will result in immediate suspension of work.
- Replacement and repair of landscaping damaged by others will be handled on a case-by-case basis.

Extra Work Elements:

- The annual replenishment of mulch will be defined as extra work and billed separately from the monthly maintenance. Mulch to be double-ground hardwood at a minimum depth of 2” not to exceed 3”.

Beautification Landscaping Bed Maintenance

- Twice yearly change-outs of annuals.
- Watering of annuals through establishment.
- Fertilization a minimum of twice yearly to promote healthy vegetation and blooms.
- Weeding and litter collection on a monthly basis.
- Pruning of trees and shrubs at least twice per year to maintain appearance and shape with removal of suckers and dead limbs. Any pruning shall be in conformance with ANSI A300 standards. All removed materials to be disposed.
- Mulch replenishment twice yearly to a depth of two (2) to three (3) inches.
- Mulch to be groomed monthly to maintain uniform appearance and to repair any cuts or washouts.
- Replacement and repair of landscaping damaged by others will be handled on a case-by-case basis.

5. SELECTION PROCESS

The Town will take into account such matters it considers appropriate in selecting the successful contractor and reserves the right to reject, for any reason, any and all proposals. Evaluation criteria will include the following:

- The contractor's understanding of the assignment and ability to follow proposal instructions
- The experience and qualifications of the contractor
- References (provide a minimum of three account references)
- A review by the Town of the contractor's response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding and requirements, strength of the proposal, and proposed fees.
- The lowest proposal price will not necessarily be accepted. The Town reserves the right to reject all bids, award the agreement, interview contractors, negotiate the specific terms of the agreement, and make other adjustments as required in consultation with the successful contractor(s).

6. PROPONENT QUALIFICATIONS AND PROPOSALS

The Town requests that contractors include the following items in submitting proposals:

1. Submit a summary of your experience and qualifications.
2. Submit three account references that you currently service.
3. Specify the staff to be involved (primary contact, clerical contact, and owner).
4. Submit a list of mowing equipment proposed to be utilized in the performance of the contract: Include manufacturer, model, and age or number of hours.
5. Submit a certificate of liability insurance and automobile/mowing equipment insurance (the contractor will need to name the Town of Garner as additional insured and meet the following liability limits (*a, b, & c*) if awarded a maintenance contract:
 - a. Vehicle Liability:
Bodily injury and property damage liability of at least \$1,000,000.00 for each occurrence covering all owned, non-owned, and hired vehicles.
 - b. Comprehensive, General Liability:
Bodily injury and property damage liability limits of at least \$1,000,000.00 for each occurrence/aggregate. Such insurance must include contractual liability, personal injury hazards A, B, and C, broad form property damage, environmental and products/completed operations.
 - c. Worker's Compensation:
Coverage A – Statutory
Coverage B - \$1,000,000 Accident/\$1,000,000 Disease- Policy limit/ \$1,000,000
Each Employee

7. SUPPLEMENTAL CONDITIONS

- The Contract period shall be for three years with optional one two-year renewal thereafter as mutually agreed.
- The Town reserves the right to terminate the contract at any time for failure to perform the work on schedule and to the quality as described in this proposal.
- The Town or Contractor may terminate the contract at any time with 60 days' written notice.
- The contractor shall present a monthly invoice to the Town for payment of work performed the previous month according to the price for the cycle cost noted on the Proposed Bid Forms. (PROPOSAL BID FORM A & B)
- Sealed envelopes marked **"Request for Proposal – Mowing, Landscape Services and Beautification Program, October, 2019,"** with the proponent's name and address shown on the upper left-hand corner of the envelope, must be received by the Town of Garner Finance Department, attention:

David C. Beck, Finance Director
900 7th Avenue, Garner, N.C. 27529

Submit Proposals prior to 2:00 p.m. on November 20, 2019. Faxed or emailed proposals will not be accepted.

8. ADDITIONAL INFORMATION

If you have any questions regarding the RFP or would like to schedule a site visit, please contact Chet Lepley, Public Works Streets Superintendent, at 919-772-7600 or via e-mail at clepley@garnernc.gov .

REQUEST FOR PROPOSAL BID FORM (A):

RIGHT OF WAY MOWING AND LANDSCAPE SERVICES - OCTOBER, 2019

BASE BID SCHEDULED WORK:

1. Bi-weekly Service: Mowing, trimming, litter pickup, mulch touchup, weeding:

\$ _____ per cycle.

2. Horticultural care (two cycles per year): \$ _____ per cycle.

3. Fertilization (two cycles per year): \$ _____ per cycle.

4. Total Annual Program Cost: \$ _____ per year

EXTRA WORK:

1. Mowing, trimming, litter pickup, mulch touchup, weeding: \$ _____ per cycle.

2. Annual replenishment of mulch: \$ _____ per cycle.

3. Horticultural care: \$ _____ per cycle.

4. Fertilization: \$ _____ per cycle.

Proposal submitted by:

Signature: _____

Name (written): _____ Date: _____

Title: _____

Company or Business Name: _____

REQUEST FOR PROPOSAL BID FORM (B):

BEAUTIFICATION LANDSCAPING BED MAINTENANCE - OCTOBER, 2019

BASE BID SCHEDULED WORK:

1. Monthly Services - Weeding, Litter Clean-Up, Mulch Grooming and Repair:

\$ _____ per month.

2. Semi-Annual Replenishment of Mulch, Fertilization and Pruning:

\$ _____ per cycle.

3. Semi-Annual Change-Out of Annuals, including Watering through Establishment:

\$ _____ per cycle.

EXTRA SERVICES:

1. Fertilization: \$ _____ per cycle.

2. Pruning: \$ _____ per cycle.

Proposal submitted by:

Signature: _____

Name (written): _____ Date: _____

Title: _____

Company or Business Name: _____



STANDARD CONTRACT FORM

Town of Garner

900 7th Avenue • Garner, North Carolina 27529

Phone 919-772-4688 • Fax 919-662-8874

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the ____ day of _____, by and between _____, hereinafter referred to as the "Contractor," and the Town of Garner, a municipal corporation of the State of North Carolina, hereinafter referred to as the "Town";

WITNESSETH:

The Town and the Contractor, for the considerations stated herein, agree as follows:

I. Scope of Services:

The Contractor agrees to perform for the Town the following services:

2. Specifications (if applicable)

This contract incorporates by reference the following plans and specifications, which will govern the services to be provided by the contractor:

3. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the sum of _____, to be paid according to the following schedule:

4. Indemnification

The Contractor shall be responsible for all loss and damages associated with the services provided in the contract and any attached specifications, and shall hold the Town, its officers, agents, and employees harmless from any legal action which may arise as a result of negligence on the part of the Contractor; provided that the Contractor shall not be liable for any act of negligence on the part of the Town, its officers, agents, or employees.

5. Applicability of Laws and Regulations

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Garner in the performance of the services outlined in this contract and any attached specifications.

6. E-Verify Compliance

The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance Section, "contractor", "its subcontractors," and "comply" shall have meanings intended by NCGS 160A-20.1(b). The Town is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

7. Time of Commencement and Completion

The work required in this contract shall be commenced by the Contractor no later than ____ days after the date of execution of this Contract and the entire work shall be completed not later than ____ days after the date of execution of this Contract. If the work is not satisfactorily commenced or completed within the specified time, the Town may declare such delay a material breach of contract and may pursue legal remedies. In the alternate, the Town in its sole discretion may for each calendar day mutually agree to changes in this schedule if it is deemed necessary or desirable to do so.

8. Quality and Workmanship

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

9. Insurance

All required certificates of insurance are attached and considered part of this document.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Garner, North Carolina, this day of _____.

Contractor

Town of Garner

Name: _____

Name of Contractor (type or print)

Town Manager

By: _____

(Signature)

Title: _____

Attest:

Attest:

(Secretary, if a Corporation)

Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Town of Garner, North Carolina

E-VERIFY EMPLOYER COMPLIANCE STATEMENT

E-VERIFY FOR PUBLIC CONTRACTS: HB786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employees 25 or more employees in this state. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as defined herein, must use E-verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-verify requirements to enter into contracts with the Town of Garner.

Below check the type of employer and complete the information:

A) Employer with less than 25 employees, not required to use E-verify: _____

Company Name

Signature and Title

Date

OR:

B) Employer with 25 or more employees required by NC S.L. 213-418 to use E-verify:

Yes we comply: _____

Company Name

Signature and Title

Date



*** CONTRACTOR, VENDOR, BIDDER – RETURN THIS FORM WITH ALL OTHER REQUIRED DOCUMENTATION ***

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: _____

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- ☐ When a bid is submitted
- ☐ When a contract is entered into (if the certification was not already made when the vendor made its bid)
- ☐ When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

*** CONTRACTOR, VENDOR, BIDDER – RETURN THIS FORM WITH ALL OTHER REQUIRED DOCUMENTATION ***