

Request for Proposal- Park Landscape Services

Issued: September 3, 2024
Proposal Due: September 20, 2024
Project Manager: Nick Rummage
Phone Number: 919-823-1839
Email: nrummage@townofzebulon.org

I. Introduction

The Town of Zebulon Parks and Recreation Department (ZPRD) is accepting Request for Proposals for Landscape Services for several park, greenway, and general properties owned and operated by ZPRD. The awarded contract will be for one calendar year with the option for 2 one-year renewals, either in-full or in-part, from the date of signing.

II. Parks and Recreation Department

The Zebulon Parks and Recreation Department works to enhance the lives of its citizens and visitors by providing beautiful parks, play opportunities, wellness programs, and educational opportunities. The department currently offers sports leagues, fitness classes, art programs, travel experiences, educational presentations, summer camps, and numerous special events throughout the year. The department also maintains and operates six public parks, a community center, two activated alleys, 2.5 miles of greenway and several other open spaces and undeveloped properties. These parks contain walking trails, walking loops, athletic facilities, playgrounds, picnic shelters, a disc golf course, tennis courts, outdoor basketball courts, and natural areas. Zebulon Parks and Recreation also manages the Zebulon Community Center which has a gymnasium, classrooms, exercise/ weight rooms, and an art room, all of which can be rented for family or business gatherings.

III. Invitation for Proposal

The Town of Zebulon (Town) is accepting bids for the landscaping services at six locations throughout the Town to until **4:00 PM** on **September 20, 2024**. Bids will be received in person at the Town of Zebulon Parks and Recreation Department at 1103 N. Arendell Ave, Zebulon, NC 27597. Qualifications may also be submitted digitally via thumb drive or email to nrummage@townofzebulon.org. Mailed submissions must be received prior to the deadline for consideration.

IV. Project

The Town desires to contract with a qualified vendor with proven landscape experience to provide basic grounds maintenance needs at six of the town’s parks, cemetery, and open spaces. The vendor will work in coordination with the parks and recreation department for work completed at these locations.

I. Scope of Services

Contractor shall provide landscape services to conduct routine maintenance work involving activities such as mowing, weed eating, edging, blowing, pruning limbing, pesticide application and other tasks as needed. A full list of services per location is available below.

The Vendor awarded the contract shall be responsible for providing all labor, materials, equipment, supplies, transportation, permits, certifications, and insurance needed to perform the job. Please refer to provided maps for each location. Scheduled maintenance for each location must be approved by the Parks and Recreation Department. Vendors shall be mindful of park users, their safety and recreational enjoyment. Each location includes a map of the intended area of requested landscape service. The map is approximate and further clarification for each location will be included in on-site meetings as necessary.

1. Whitley Park

689 N Wakefield Street, Zebulon, NC 27597 – 4.8 Acres



Whitley Park

Services to be completed on a weekly basis.

1. Mow grass areas to height of 2"-4"
2. Weed eat, edge, and trim park weekly.
 - a. Weed eat around playground borders.
 - b. Keep play area free of weeds and grass.
3. Weekly removal of leaves and debris during the fall and winter and as needed during the spring and summer. Place along roadways for collection by Town staff.
4. Pruning of bushes as needed.

5. Blow parking lot areas weekly.
6. Bi-annual pruning of park trees (all limbs under 12')
7. Weed and Feed Program (proper fertilization and herbicide applications at proper times)
 - a. Nonselective herbicide usage should be limited to parking lots, roadways and landscape beds. It should NOT be used as an alternative to trimming, weed eating or edging.
8. Report any notice damage or needed repairs.

2. Zebulon Town Cemetery

600 N Privette Street, Zebulon, NC 27597 – 10 acres



Services should be completed on a bi-weekly basis.

1. Mow grass areas to height of 3" bi-weekly as noted on above map.
2. Weed eat, edge, trim and blow cemetery and road ways
 - a. Weed eat around headstones, plot markers, etc.
3. Leaf removal 3 times per year.
4. Holiday Cuts and Tims: Provide an additional service fee should the bi-weekly service not coincide with this plan. Please note an annual calendar will be completed and agreed upon with any additional services.
 - a. Mother's Day
 - b. Memorial Day
 - c. Father's Day
 - d. Veteran's Day

5. Application of a non-selective herbicide on existing landscape beds and roadway grasses during bi-weekly service.
6. Limbs, twigs and other tree debris to be placed along roadways for collection by Town of Zebulon.
7. Collection and disposal of blown flowers and items not obviously belonging to a particular grave site.
8. All mowing activities should be stopped during any grave side funeral services. Staff will share notice as available about funeral times.

3. Gill Street Park

600 N Privette Street, Zebulon, NC 27597 – 1.6 acres



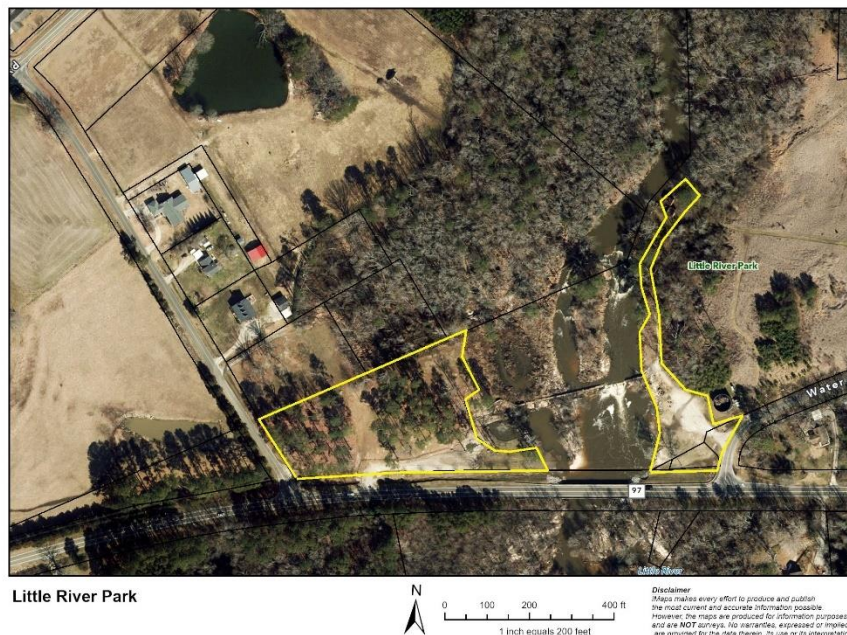
Services to be completed on a weekly basis.

1. Mow grass areas to height of 2"-4"
2. Weed eat, edge, and trim park weekly.
 - a. Weed eat around playground borders.
 - b. Keep play area free of weeds and grass.
3. Weekly removal of leaves and debris during the fall and winter and as needed during the spring and summer. Place along roadways for collection by Town staff.
4. Pruning of bushes as needed.
5. Blow parking lot areas weekly.
6. Bi-annual pruning of park trees (all limbs under 12')

7. Weed and Feed Program (proper fertilization and herbicide applications at proper times)
 - a. Nonselective herbicide usage should be limited to parking lots, roadways and landscape beds. It should NOT be used as an alternative to trimming, weed eating or edging.
8. Report any notice damage or needed repairs.

4. Little River Park

1800 W. Gannon Ave, Zebulon, NC 27597 – 4 acres



Services should be completed on a weekly basis.

1. Mow grass areas to a height between 2" - 4".
2. Weed eat, trim, and blow the park, parking lots, roadways and walking trails.
 - a. Weed eat along the edge of the riverbank and around boulders
 - b. The walking trail should maintain a 6 foot path unobstructed by overhead and side hangings limbs, debris and growth.
3. Weekly removal of leaves and debris during the fall and winter and on an as needed basis during the spring and summer.
4. Pruning of bushes as needed.
5. Biannual pruning of park trees (all limbs under 12 feet)
6. Weed and Feed Program (proper fertilization and herbicide applications at proper times)
 - a. Nonselective herbicide usage should be limited to parking lots, roadways and landscape beds. It should NOT be used as an alternative to trimming, weed eating or edging.

7. Report any notice damage or needed repairs.

5. Beaverdam Creek Greenway

Access points along Golden Plum Ln, Weavers Pond Dr, Ginger Lake Ct, and Spiderlily Ct. - 1.5 miles

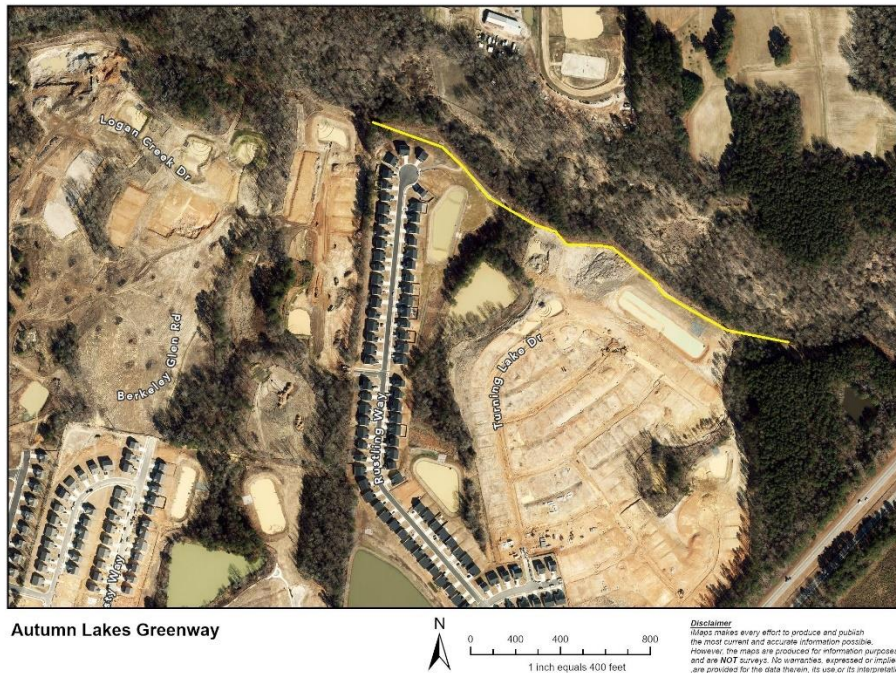


Services should be completed on a weekly basis.

1. 5 feet on both sides of the paved greenway and around all amenities should be maintained.
2. Mow grass to a height between 2"-4".
3. Trim around and under all fences.
 - a. Usage of a nonselective herbicide may be used around the base of each fence post provided that a dead spot does not exceed 1" in width around the bases of the posts.
 - b. Grasses underneath any fence rails should be mowed or trim. Nonselective herbicide usage is NOT an alternative to trimming or mowing.
4. The entire length of the greenway should be free of clippings and debris following the completion of mowing and trimming.
5. Report any noticed damage or needed repairs.

6. Autumn Lakes Greenway

Access points along Rustling Way and Turning Lake Dr. – 0.40 miles



Autumn Lakes Greenway

Services should be completed on a weekly basis.

1. 5 feet on both sides of the paved greenway and around all amenities should be maintained.
2. Mow grass to a height between 2"-4".
3. Trim around and under all fences.
 - a. Usage of a nonselective herbicide may be used around the base of each fence post provided that a dead spot does not exceed 1" in width around the bases of the posts.
 - b. Grasses underneath any fence rails should be mowed or trim. Nonselective herbicide usage is NOT an alternative to trimming or mowing.
4. The entire length of the greenway should be free of clippings and debris following the completion of mowing and trimming.
5. Report any noticed damage or needed repairs.

II. Submittal Contents

Interested firms must submit a qualifications package with the following information. The Bid prices shall be all-inclusive, including but not limited to labor, labor-related, transportation, insurance, equipment, supplies, uniforms, communication, overhead, and profit. Vendor RFP responses shall include the following items, and those attachments should be arranged in the following order:

- a) Title Page:

- a. Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Statement of Qualifications & Proposal: (Limited to 3 pages, 8.5" by 11", using 11 point font)
 - a. Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify core responsibilities to be assigned to each position the Vendor proposes.
 - i. Include who will be the primary point of contact/contract manager and how many accounts they typically manage. Include relevant background for this individual or indicate a resume will be attached. Attached resumes are limited to 1 page and are not counted in the 3 page limit for this section.
 - b. 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.
 - c. Vendor shall include a description of any experience working in and around public spaces such as a park and state how they will work to maintain safety and positive recreation experiences park users.
- c) Pricing Sheet
- d) References Sheet
 - a. The bidder must demonstrate experience providing landscape services experience with public and/or private sector clients with similar or greater size and complexity to the town of Zebulon.
 - i. Three commercial references of similar size and scope to that proposed herein shall be provided.
 - ii. Three existing site locations for review by town staff.

III. Evaluation Criteria

An evaluation review comprised of representatives from the Town of Zebulon will review the submitted proposals. Town staff may decide to interview with the lowest responsible Bidder. The panel will base their review and recommendation on the following criteria:

- Meets minimum qualifications relative to business and technical competence
- Financial and historical experience as demonstrated by the Vendor's submittal
- Staffing plan
- Local presence and references of similar account
- The proposed cost will not be used as the sole deciding factor but will be considered as a factor in the selection process

I. Submission of Proposal Packages

Interested vendors may submit their proposal package electronically as a PDF emailed to Nick Rummage at nrummage@townofzebulon.org or by USB thumb drive. Attachments must be less than 10 MB.

Submissions must be received by 4:00 PM Eastern Standard Time on September 20, 2024. No submittals will be accepted after the deadline. If submissions are done via USB thumb drive, they must be sealed in an envelope and clearly marked as "Landscape Services" on the outside.

Envelopes may be submitted by mail or delivered to the following addresses:

Town of Zebulon, Parks and Recreation Department
Attention: Nick Rummage, Parks Manager

Delivery & Mailing Address
1003 N Arendell Ave
Zebulon, NC 27597

Email Address for questions and digital copies: nrummage@townofzebulon.org

Questions regarding the RFP must be submitted in writing to Nick Rummage by e-mail at nrummage@townofzebulon.org no later than 4:00 PM on Wednesday, September 11, 2024. Questions will be compiled along with the Town's response no later than 5:00 PM on Friday, September 13th, 2024. Responses will be made available on the town's website: <https://www.townofzebulon.org/businesses/bid-proposals>

II. Award of Contract

1. The Contract(s) will not be awarded until the necessary investigations of the qualifications of the Bidders and the responsiveness of the Bids have been made. Such award will be made, or all Bids rejected, within sixty (60) days after the date set for the receipt of the Bids.
2. Town of Zebulon reserves the right to award a contract based on the best interest of the Town.
3. The TOTAL ANNUAL AMOUNT BID shall be the correct summation of the Bid Proposal Form. In the event of a discrepancy between a unit Bid price and the Bid price for completing services monthly or annually, the unit price and its correct extension shall govern.
4. Town of Zebulon shall have the right to reject any or all Bids and to award the Contract through private negotiations, based on the best interest of Town of Zebulon.
5. To be considered responsive:
 - a. The Bid must conform in all respects to the Invitation to Bid and to the Bidding Instructions. Town of Zebulon may reject any Bid that contains omissions, alterations of form, additions not called for, conditions, limitations, unauthorized altered Bids, or other irregularities of any kind.
 - b. All Bid items must be balanced and in proportion to each other and to the total amount Bid.

- c. All individual Bid items must be sufficient to allow the Vendor to perform the work.
- d. Town of Zebulon may waive any informalities or irregularities of Bids.
- e. Town of Zebulon will not accept conditional Bids.
- f. Town of Zebulon will not accept a subcontractor model for this Contract.

III. Execution of Contract and Startup

The selected vendor will have three weeks (or 21 calendar days) to present signed contracts as provided by the town of Zebulon for the scope of work for landscape services. The contract is not bidding to the Town of Zebulon until it is signed by both the vendor and the Town. The Town will sign the contract after the vendor. All work shall be commenced within 30 days of contract execution.

IV. Contract Period

The Town reserves the right to cancel this contract at any time with a 30 day advance written notice to the Vendor. The Vendor reserves the right to cancel this contract with a 30 day advance written notice to the Town of Zebulon contact person. The contract period for this contract is for a one (1) year period from the date of signing. The Town reserves the right to extend this contract for two (2) one-year periods if both parties agree and there are no substantial price increases.

V. Adding to the Scope of Work

The Town may add additional scope of services to this contract on an as needed basis for landscape services at town facilities. Additional services are contingent upon the approval of both parties and associated prices and estimated timeline for completion. If a price for additional services cannot be agreed upon, the Town may seek another vendor to complete additional services. Town will compare the proposed price to similar requested work for validation. If both parties agree to additional scopes of work, the Vendor is expected to begin in a timely fashion (no less than two weeks unless otherwise agreed upon).

VI. VENDOR REPORTING RESPONSIBILITIES

- A. Provide a monthly report/invoice detailing the previous month's activities.
- B. Any concerns, safety issues, water management issues, etc., should be communicated in written form (i.e. email, bi-monthly reports, etc.) to: jbeck@townofzebulon.org.
- C. The Town will conduct site inspections monthly or more frequently as necessary. Vendor may have a representative attend said inspection.
- D. Provide fertilization schedule and records including any product applied, product name and quantity used within two (2) weeks of application.
- E. The Vendor may be required to utilize the town's ground maintenance software, Facility Dude, to report completed work. This software is accessible by smart phones and devices. The town will provide access and training to the vendor but will not provide any

the devices used for the software. This is a new software for the town and will be rolled out in the coming months.

VII. NON-PERFORMANCE OF SERVICES

Services shall be considered not to have been performed when, in the judgment of the Contract Administrator, any one or more of the following conditions exist:

- A. The Services were not performed within the scheduled work shift.
- B. Failure to assign qualified substitute workers as replacements.
- C. Failure to assign correctly uniformed and equipped workers.
- D. Failure to remove any employee upon Town's request.
- E. Failure to furnish equipment and material necessary for the performance of the Services under this Agreement.
- F. Failure to perform an adequate and/or appropriate background investigation.
- G. Failure to deliver Contract-specified deliverables in a prompt and timely manner as specified in other sections of this specification.
- H. Failure to promptly address loss, damage, or misuse of Town-issued equipment by Contract personnel.
- I. Failure to provide timely, accurate, and error-free invoices and supporting documentation.
- J. Failure to resolve Service issues resulting in repeat performance concerns or issues.
- K. Failure to perform inspections.
- L. Failure to meet any of the requirements-specified, bimonthly inspections.

In the event of non-performance of Services by the Vendor, the Contract Administrator shall document the non-performance, which will have an effect on the evaluation of the performance of the Vendor, including, but not limited to a monthly financial penalty. Should Town of Zebulon have to correct the item of non-performance by using another Vendor, or by any means it deems necessary and reasonable, costs incurred by Town for the correction of the item of non-performance, including a reasonable amount for the cost of the time of the employees of Town of Zebulon involved in such correction, shall be deducted from payments made to the Vendor.

The Vendor will also provide a forty-eight-hour response time to correct complaints or problems of routine nature. Telephone numbers of the local manager(s) and supervisor(s) must be provided.

Nothing in this section shall limit the right of Town to pursue legal or equitable remedies in addition to payment adjustments, nor shall the adjustments be deemed liquidated damages if actual damages exceed the amount of the adjustment. Any failure of the Town to require adjustment upon the occurrence of any of the foregoing acts or omissions shall in no way affect the right of Town to require such adjustments on subsequent occurrences.

Upon the occurrence of any acts or omissions listed above, there shall be an equitable downward adjustment of the Vendor's charges to fairly reflect the reduced value of the Services provided. Town may deduct from the monthly billing the sum of fifty (\$50) dollars per occurrence per day per incident from the date of infraction. In every instance, the Vendor will be provided advance written or oral (phone, fax, e-mail, letter, face-to-face) notification of intent to make a penalty deduction. This section will apply, but not be limited to, the acts or omissions listed above.

If the Town determines the Vendor has not made a good faith effort or fails in resolving a problem/issue, the Town reserves the right to deduct up to 5% of the amount of the monthly payment during any period when the Vendor fails to correct reported complaints or problems. The Vendor will be so notified in writing through fax, e-mail, or letter, and will be placed on probation for a period of not less than three (3) months. Should the non-performance remain uncorrected, Town shall continue to make a 5% monthly deduction from payments to the Vendor until the non-performance is satisfactorily corrected. Non-performance deductions and adjustments will not be pursued except and unless nonperformance has remained uncorrected after Town has made reasonable attempts to 38 request corrective action and, once requested, has allowed reasonable time for Vendor to take such corrective actions.

VIII. Staff

The Vendor agrees to employ landscape staff, supervisory personnel, and other personnel to provide landscape services, and to completely outfit the staff with all uniforms and necessary equipment as set forth in the specifications identified in this bid package. Uniforms/shirts and equipment should positively reflect the town and the town reserves the right to have the vendor seek approval or to seek a change of existing uniforms and equipment. All landscape staff and supervisory personnel furnished by the Vendor shall be employees of the Vendor, which is acting as an independent Vendor. The Vendor will pay all wages and appropriate expenses of these employees, as well as all employer's federal, state, and Social Security taxes; federal and state unemployment taxes; and any other required personnel taxes now or hereafter to become applicable.

Vendor shall perform its standard employment screening at no additional cost to Town of Zebulon (including criminal background investigation). Vendor shall perform a criminal background investigation on any Vendor personnel who performs Services for Town of Zebulon prior to beginning an assignment at the Town of Zebulon and shall certify to Town of Zebulon that no such personnel has any criminal background that would render prohibited from working at Town of Zebulon facilities. A person is considered prohibited if any of the following apply:

- A. Fails to consent to a personal criminal background search; or

- B. Has been convicted (including crimes whereby a plea of “no contest” was entered) of a crime of child abuse, sexual assault, child neglect, murder, voluntary manslaughter, felony assault, arson, robbery, burglary, indecent exposure, public lewdness, terrorist threats, any offense against a minor, kidnapping, or felony violations of the Controlled Substance Act; or,
- C. Has been twice convicted, in any combination, of the following offenses: Misdemeanor Assault, or any violation of the Controlled Substance Act; or,
- D. Has been subject to any court order involving any sexual abuse or physical abuse of a minor, including but not limited to domestic order for protection.
- E. Has been adjudged liable for civil penalties or damages involving sexual or physical abuse of children; or

The Vendor may request consideration from the town to allow a prohibited person be allowed to work on Town projects. Such consideration would result in consultation with the Zebulon Police Department and the contract manager for this project.

The Vendor must maintain record of background check results for each employee. Town of Zebulon reserves the right to review these records.

Note: Floaters/replacement workers as well as supervision and management MUST be prescreened and cleared with Town of Zebulon Police Department or they will not be granted access to any properties.

Vendor represents and warrants that all Vendor employees designated to perform Services at Town are either citizens or legally eligible to work in the United States. Vendor shall utilize everify or similar services to verify this requirement is met. Vendor also represents and warrants that it has and will comply with all applicable immigration laws and regulations.

The Vendor shall take all measures necessary to comply and to ensure the employees of Vendor comply with the security rules and regulations of Town of Zebulon Government and all applicable federal, state, and local rules, laws, and regulations. Employees serving hereunder shall not use controlled substances not prescribed for them, nor illegal substances on or off Town's premises; use alcohol on Town's premises; use alcohol preceding their work shift; nor report to work under the influence of alcohol or drugs. The Vendor shall remove from service on the premises of Town any employee of the Vendor who, in the opinion of Town, is not performing the Services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with rules and regulations of Town of Zebulon. Such removal shall in no way be interpreted

IX. Safety

- A. Vendor 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 Town.
- 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, etc.) to manage safety in work areas.

X. Responsibility for Costs

The Respondent shall be fully responsible for all costs incurred in the development and submission of this submittal. Submittal documents should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the request.

XI. Insurance Requirements:

The Vendor shall obtain, pay for, and keep in force, the following minimum insurance. The Vendor agrees that its insurance is primary. Note that the insurance requirements listed here supersede the standard insurance requirements shown in the example services contracts contained in Exhibit H of this RFP. Prior to awarding this Contract, the Vendor shall furnish certificates providing that such insurance is in effect and provide that the Vendor will give Town at least thirty (30) days written notice of any material change in or cancellation of such insurance. All insurance must remain in effect for the duration of the Contract. All insurance and bonds shall be secured from companies licensed to do business in the state of North Carolina and shall be counter-signed by a licensed resident agent.

- A. Workmen's Compensations with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: no less than \$1,000,000 each accident/disease each employee/disease policy limit.
- B. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability. Town of Zebulon shall be named as additional insured.
- C. Vendors' Pollution Liability with limits no less than \$500,000, covering events arising from Provider operations.
- D. Commercial Automobile Liability with limits no less than \$500,000 per accident for bodily injury and property damage for any vehicle used during performance of Contract Services, including coverage for owned, hired, and non-owned vehicles. Broadened Pollution Liability endorsement equivalent to CA 99 48 and MCS-90 endorsement are required.
- E. Data Destruction/Privacy Liability Insurance with limits of no less than \$500,000 per claim.
- F. Umbrella or Excess Liability with limits no less than \$2,000,000. 10.9 Third Party Fidelity Bond/Crime Insurance with limits no less than \$250,000.

- G. The Vendor shall notify Town of Zebulon Government promptly of all injuries and damages to a person or property in any way arising out of performance of duty under this Contract. No claims for which Town of Zebulon Government may be charged with the obligation of payment or reimbursement shall be filed by the Vendor without written permission from Town of Zebulon Government.

XII. Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Town, its commissioners, administrators, officers, employees, and agents, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Contract or lack thereof, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or part by any alleged or actual negligence or willful conduct of the Vendor, any subContractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Article.

The Vendor shall save harmless Town, its commissioners, administrators, officers, employees, and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Vendor. The Vendor shall defend on behalf of Town of Zebulon Government, its directors, officers, employees, and agents, any suits jointly against the Vendor and Town of Zebulon, against Town of Zebulon alone, or against any director, officer, employee, or agent of Town of Zebulon, for or arising out of any or all of the aforesaid causes. The Vendor shall be liable to Town of Zebulon for consequential damages, costs, loss of revenue, or loss of profit resulting from Vendor's negligence in the performance of the Services.

In any and all claims against Town of Zebulon or any of its commissioners, administrators, officers, employees, or agents by any employee of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any damages, or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

XIII. General Comments

1. All responses, inquiries or correspondence relating to this RFP will become the property of Town of Zebulon when received.
2. Town of Zebulon assumes that the prices listed in the Vendor's proposal are the most competitive quotes it can offer, both at the outset of the relationship and on an ongoing basis. Town expects to work together with the Vendor to continually identify opportunities to achieve cost reductions. Town of Zebulon will not accept any additional charges other than those indicated in the Bid Proposal of the Vendor's proposal. The Vendor's proposed pricing shall incorporate anticipated changes to wages or benefits within each Contract year. Therefore, Vendor's proposed pricing shall include blended rates for each Contract year that account for any increases during that year. Contract is being bid as a fixed-price Contract and will remain fixed for the entire term of agreement. Pricing increases shall not be granted, except in cases of new legislation affecting the minimum wage or benefits, or as specified in the Contract for second-year extension. Fully complete Bid Proposal Sheet. Any cell left blank shall be assumed to be a no-bid for that particular product or service. Leaving an item blank could be considered a non-responsive bid and be rejected. It shall be assumed that the pricing submitted by the Bidder is sufficient to include all specifications, scope of work, terms, and conditions described in this RFP.
3. The Town expects to select one vendor, but reserves the right to select multiple vendors for different properties, , 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 Town to do so.
4. Respondents are requested to refrain from contact with town staff about this bid package. Any questions regarding the RFP should be submitted by email to Nick Rummage at nrummage@townofzebulon.org. The deadline for all inquiries is 4:00 PM on Wednesday, September 11, 2024. Responses will be made available on the town's website: <https://www.townofzebulon.org/businesses/bid-proposals>
5. The Town of Zebulon has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the process at any time prior to entering into a formal agreement. The Town reserves the right to request additional information or clarification of information provided in the responses without changing the terms of the RFP. The Town also reserves the right, but is under no obligation, to waive technicalities and informalities. The Town shall make the award as deemed in its best interest.

6. In the event contract negotiations prove unsuccessful with the selected vendor, negotiations with that vendor shall be terminated and the town will choose another vendor with which to negotiate.
7. E-Verify Compliance to ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all consultants, Vendors, including any-subcontractors employed by the Vendor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies and/or services attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to E-Verify requirements.
8. Iran Divestment Act- to ensure compliance with the Iran Divestment Act requirements of North Carolina Statutes, all consultants, Vendors, and any subcontractors employed by the consultant, by submitting a proposal or other response and/or services, attest and confirm they are not listed on the Final Divestment list created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.
9. The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by executive order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and implementing of rules and regulations prescribed by the Secretary of Labor shall be adhered to by all vendors wishing to obtain Contracts with Town of Zebulon Government.
10. A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the Town to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning an individual firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the Town unless the Town and your firm execute a contract.
11. The Vendor shall provide access to Town of Zebulon or any of its duly authorized representatives to review any books, documents, papers, and records of the Vendor related to performance of this Agreement for the purpose of making an audit or other examination verifying compliance with its terms, and for preparing any reports required of the Town.
12. The Vendor agrees to comply with all applicable federal, state, and local laws, regulations, and orders including, but not limited to, Title VII of the Civil Rights Act of

1964, 42 U.S.C.A. § 2000 et. Seq. as amended; the Age Discrimination in Employment Act of 1974, as amended, 29 U.S.C.A. § 621 et. Seq.; the Americans with Disabilities Act of 1980, 42 U.S.C.A. § 12101 et. Seq.; the Employee Polygraph Protection Act 29 U.S.C.A. § 2001 et. Seq.; the Immigration Reform and Control Act of 1986; and the Fair Labor Standards Act, 29 U.S.C.A. §201 et. Seq., as amended, and will indemnify and hold Town, its staff, directors and employees harmless from and against any claims, demands, suits, losses, damages, costs, attorneys' fees, and expenses arising out of any non-performance, or alleged non-performance or violation by the Vendor or its contractor of any such laws. The Vendor and Town hereby incorporate an equal opportunity clause required by 41 C.F.R. §60-1.4, the affirmative action clause relating to disabled veterans and veterans of the Vietnam era required by 41 C.F.R. § 60-250.4, and the affirmative action clause relating to handicapped workers required by 41 C.F.R. § 751.4.

13. Without limiting responsibility of the Contractor for the proper conduct of the janitorial staff and the protection of the sites, the janitorial staff is to be guided by rules and any other special written instructions issued by the Town from time to time through its authorized representatives. Town will provide a copy of all such special instructions to the Contractor.
14. In addition, the Vendor will indemnify and hold Town, its staff, directors, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney's fees, and expenses: (1) brought, made, or asserted by the Vendor's employees or former employees, or any or all or their respective successors, assigns, or heirs, to the extent not otherwise covered by item 13 above and item 20 below; (2) and for bodily injury to or death of any person, or damage to or destruction of any property, caused by the negligent or intentional acts or omissions on the part of the Vendor, its staff, employees, former employees, or agents, except for any such liabilities, claims, demands, suites, losses, damages, costs, attorney's fees, and expenses caused by any negligent or intentional acts or omissions on the part of the Town, its directors, staff, or employees.
15. Bids may be withdrawn through written notification to Nick Rummage at nrummage@townofzebulon.org.
16. In submitting a Bid, all Vendors agree not to use the results of the Bid, Town of Zebulon's name, logo, or any other representation of Town as part of any commercial advertising, Town list, or promotional materials without the expressed prior approval of Town of Zebulon.
17. Any changes, additions, deletions, or modifications of any type to provided Bid Forms, Agreement, or General Conditions, or any modifications to the Special Conditions, Scope of Work, frequency or Specifications that affect the Contract price shall be made only by

written Amendment, including the change in the Contract price, and signed by the Vendor and Town of Zebulon. Any changes in the compensation to the Vendor resulting from such change orders shall be agreed upon by Town and the Vendor.

18. The Vendor shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes including, but not limited to the Vendor's obligations as an employer regarding health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Vendor's performance of this Contract.
19. The Vendor shall not sublet, sell, transfer, assign, or otherwise dispose of this Contract, or any portion thereof, or his right, entitlement or interest therein, without the express written consent of Town of Zebulon. There shall be no assignment or subcontract of this Contract by either party without the express written consent of the other, and any such attempted assignment or subcontract shall be void.
20. The Vendor shall take every precaution necessary against injuring or damaging Town of Zebulon personnel or property, and shall, upon prompt written notice from Town, reimburse Town of Zebulon for such injury or damage. This section creates rights in addition to and shall in no way affect or diminish or impose any procedural restrictions on Town of Zebulon rights under any other section in the General Conditions or any other Contract Documents.
21. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party.
22. Town shall have the right to award other contracts for additional Services, and the Vendor shall fully cooperate with such other Vendors and shall fit its own schedule to that provided under other contracts. The Town will not unreasonably alter the Vendor's schedule, nor will the Town change the Vendor's schedule without advance notice except under extenuating circumstances where such advance notice is not feasible. The Vendor shall have no claim against Town of Zebulon for additional payment due to delays or other conditions created by the operation of other Vendors. The Contract Administrator will decide the respective rights of the various Vendors in order to secure the completion of the Services.

23. The Vendor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Services. All costs thereof shall be deemed to be included in the prices proposed for the Services.
24. The Vendor shall pay all royalties and licenses for any patented or copyrighted items used in the performance of the Services.
25. For all requests made by Town of Zebulon pursuant to this Contract(s), time is of the essence. The acceptance of a late performance, with or without objections or reservations by Town of Zebulon, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements of timely performance of any obligations remaining to be performed. If the Vendor fails to perform the Services in a timely manner, or if in the judgment of the Contract Administrator, the Vendor's methods are not adequate to assure completion of the Services per the allotted schedule, the Contract Administrator may direct the Vendor, at no additional cost to Town of Zebulon, to revise its work schedules to ensure completion of the Services. If the Vendor is prevented from complying with stated time limits or time intervals by causes beyond its control, then the time limit or interval shall be extended for such reasonable time as Town of Zebulon may decide. The Vendor's request for such 30 extension shall be made within five (5) calendar days from the beginning of causes therefore. In case of a continuing cause of delay, only one claim is necessary.
26. The waiver by Town of Zebulon of a breach of any provision of this Contract(s) by the Vendor shall not operate or be construed as a waiver by Town of Zebulon of any subsequent breach by the Vendor.
27. No reimbursable payments will be made to the Vendor for routine work, items, supplies, or equipment; extra items in these categories that are purchased will be considered the cost of doing business.
28. The Town will provide a contract for services to be used to execute the agreed upon services.
29. The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for Town of Zebulon Vendors is hereby adopted. The purpose of this policy is to establish guidelines

for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the best interests of Town of Zebulon. The provisions of this policy shall apply to all contracted employees. No Vendor shall offer any gift whether in the form of money, thing, favor, loan, or promise, when it could reasonably be inferred that the gift was intended to influence or regard an official action on his part. Gifts, meals, other favors of an incidental nature and of minor value, or legitimate political contributions shall not be included in this policy.

30. The Vendor shall submit monthly invoices. The invoice shall have a summary page for the total amount due and a detail page showing the cost of service per location. Out of scope work and projects shall be invoiced separately, and shall include a description of the out of scope work. Town of Zebulon must review and approve the Vendor's invoicing format prior to payment of the first month's invoice(s). Properly documented, substantiated invoices shall be payable within thirty (30) days after submission to the Contract Administrator. Those invoices not acceptable to the Contract Administrator shall be returned to the Vendor for correction and subsequent re-submittal for payment.
31. In general, documents that are submitted as part of the response to this RFP will become public records, and will be subject to public disclosure. North Carolina General Statutes Section 132-1.2 and 66-152 provide a method for protecting some documents from public disclosure. If a consultant firm follows the procedures prescribed by those statutes and designates the document "confidential" or "trade secret," the Town of Zebulon will withhold the documents from public disclosure to the extent that it is entitled or required to do so by applicable law.
32. NORTH CAROLINA FINAL DIVESTMENT LIST DISCLOSURE BY SIGNING THIS AGREEMENT; ACCEPTING THIS CONTRACT/PURCHASE ORDER; OR SUBMITTING ANY BID, PROPOSAL, ETC., VENDORS AND VENDORS CERTIFY THAT AS OF THE DATE OF EXECUTION, RECEIPT, OR SUBMISSION THEY ARE NOT LISTED ON THE FINAL DIVESTMENT LIST CREATED BY THE NC OFFICE OF STATE TREASURER PURSUANT TO NCGS 147 ARTICLE 6E, IRAN DIVESTMENT ACT, IRAN DIVESTMENT ACT CERTIFICATION. VENDORS AND VENDORS SHALL NOT UTILIZE ANY SUBVENDOR THAT IS IDENTIFIED ON THE FINAL DIVESTMENT LIST.

ANY ORGANIZATION DEFINED UNDER NCGS 147-86.80(2), DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL, SHALL NOT ENGAGE IN BUSINESS TOTALING MORE THAN \$1,000 WITH ANY COMPANY/BUSINESS, ETC. THAT BOYCOTTS ISRAEL. A LIST OF COMPANIES THAT BOYCOTT ISRAEL IS MAINTAINED BY THE NC OFFICE OF STATE TREASURER, PURSUANT TO NCGS 147- 86.81(A)(1). ANY COMPANY LISTED AS

BOYCOTTING ISRAEL IS NOT ELIGIBLE TO DO BUSINESS WITH ANY STATE AGENCY OR
POLITICAL SUBDIVISION OF THE STATE.

**Bid Proposal Title Page
Landscape Services**

Company Name: _____

Company Owner/President: _____ Phone #: _____

Contract/Project Manager: _____ Phone #: _____

Mailing Address: _____ City: _____ Zip: _____

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

- Check here to indicate that you have read and agree to the terms expressed in this Bid Package
- The Vendor is in sound financial condition and can proceed with the scope of work with existing available resources.
- 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 Bid and Certification must be signed by an individual authorized to speak for the Vendor. 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.

The undersigned hereby attests and affirms that the Bidding Documents have been read in detail by officers, employees, agents, or representatives of the company named below; that the company named below is fully qualified and able to perform in accordance with the terms and conditions of these Bidding Documents: that he/she is an officer or employee of the company named below; that he/she is authorized to submit this Bid, and should the Town of Zebulon accept this Bid, bind the company to the terms of these Bidding Documents.

BIDDER: _____
(Corporate Name)

Owner/President: _____
(print)

(sign)

DATE: _____

Insert State of Qualifications & Proposal Here:

This section will be limited to 3 typed pages, 8.5" by 11", using no less than 11 point font. Vendors are not penalized for not using the complete allowed 3 pages as long as the provide information requested in this section. As a reminder information requested for this section includes:

- A. Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify core responsibilities to be assigned to each position the Vendor proposes.
 - a. Include who will be the primary point of contact/contract manager and how many accounts they typically manage. Include relevant background for this individual or indicate a resume will be attached. Attached resumes are limited to 1 page and are not counted in the 3 page limit for this section.
- B. 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.
- C. Vendor shall include a description of any experience working in and around public spaces such as a park and state how they will work to maintain safety and positive recreation experiences for park users.

**Pricing Sheet
Landscape Services**

Please note the total fees proposed for the full scope of work described in this bid package. Totals fees must be noted for year 1 and year 2. Any anticipated increased operating costs including staff related increases should be anticipated in the second year.

Location	Estimate number of man hours per site service	Year 1	Year 2 (Subject to renewal)	Year 3 (Subject to renewal)
Cemetery		\$	\$	\$
Gill St Park		\$	\$	\$
Whitley Park		\$	\$	\$
Little River Park		\$	\$	\$
Beaverdam Creek Greenway		\$	\$	\$
Autumn Lakes Greenway		\$	\$	\$
Total		\$	\$	\$

BIDDER:

_____ (Corporate Name)

Owner/President: _____ Date: _____
(sign)

Reference Sheet

Landscape Services

Vendors shall provide at least three (3) references for which your company has provided Landscape Services of similar size and scope to that proposed herein. The Town 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.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

The Vendor shall provide three existing site locations for review by town staff. Sites must be located within 30 minutes of the Town of Zebulon. Town Staff may conduct on location site reviews and may seek additional information from the vendor for clarification.

Site Location	Address	Brief Description of Services Provided at the Location.

BIDDER:

(Corporate Name)

Owner/President: _____ Date: _____

(sign)