



The Town Council of the Town of Robbins (Town) invites qualified independent contractors having sufficient experience and appropriate insurance coverage, to submit proposals in response to this request for proposals (RFP) for lawn maintenance services.

There is no expressed or implied obligation for the Town of Robbins to reimburse firms for any expenses incurred in preparing proposals in response to this request and the Town reserves the right to reject any and all proposals.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by the Town of Robbins. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Moore County, North Carolina.

## **SECTION I – INTRODUCTION and INTENT of RFP:**

### **Notice to Vendors**

Pursuant to General Statutes of North Carolina Section 143-129 as amended, proposals will be received by the Town of Robbins from experienced, qualified vendors who specialize in commercial Lawn Care and Maintenance Services for the following:

### **REQUEST FOR PROPOSAL Cemetery Lawn Care and Maintenance Services for Town of Robbins**

Proposals will be accepted until Monday, November 30, 2020 at Town Hall at 101 N. Middleton Street, Robbins, NC 27325. Complete specifications and instructions are attached herewith.

**The Town plans to contract for Lawn Care and Maintenance Services at the Town of Robbins Cemetery.** The selected Contractor is expected to begin work upon execution of contract.



Proposal documents may be obtained from the Town Hall at 101 N. Middleton Street, Robbins, NC 27325 or the website at [www.townofrobbins.com](http://www.townofrobbins.com)

Proposals shall be submitted in a sealed envelope identifying the Contractor's name, the RFP title, and the RFP due date on the face of the envelope.

Submission of a proposal signifies the Contractor's agreement that its proposal and the content thereof are valid and will become part of the contract that is negotiated between the Town of Robbins and the successful Contractor. All prices submitted with the proposal shall remain in effect for the contract period.

## **SECTION II – GENERAL CONDITIONS and FINANCIAL PROVISIONS:**

**CONTRACTOR QUALIFICATIONS:** The successful Contractor must be properly licensed to do business within North Carolina. The Contractor shall have a person available during normal business working hours to address any problems or complaints. The Contractor must provide verification and maintain current State of North Carolina Pesticide / Herbicide Applicator License for the application of pesticides and herbicides.

**PRICING:** The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

**HOURS:** Hours of lawn care and maintenance shall **ONLY** be performed from 7:00 A.M. until 5:00 P.M. Monday through Saturday.

**TERMS OF CONTRACT:** The initial contract term will be from execution of contract for (1) year. The contract will be renewable on an annual basis for up to five (5) additional fiscal years.

**CONTRACT AGREEMENT:** All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

**SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by the Town of Robbins. In the event of a default on the part of the Contractor after acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

**PAYMENT TERMS:** Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Town of Robbins  
Attn: Accounts Payable  
P. O. Box 296  
Robbins, N. C. 28586

The Town of Robbins is responsible for all payments to the Contractor under this contract.

**SUBCONTRACTING:** The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

**CHANGES:** The Town of Robbins shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**AVAILABILITY OF FUNDS:** Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

**NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

**ADVERTISING:** In submitting a proposal to the Town of Robbins, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of the Town of Robbins Board of Commissioners.

**CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Town of Robbins until after the award of the contract. Contractors not in compliance with the provision may, at the option of the Town of Robbins, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

**COST FOR PROPOSAL PREPARATION:** Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. The Town of Robbins will not reimburse any Contractor for any costs incurred prior to award of this contract.

**TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days following the submittal date, November 30 , 2020. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

**RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of the Town of Robbins when received.

**COLLUSIVE BIDDING:** The vendor's signature on the Town of Robbins Request for Proposal (RFP) is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude the Town of Robbins from obtaining the lowest possible competitive price.

**GENERAL INDEMNITY:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town of Robbins, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Town of Robbins or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the Town of Robbins or Town of Robbins officials including the Board of Commissioners, as well as the Town of Robbins officers, agents, and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town of Robbins or Town of Robbins officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the

amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

**CONFLICT OF INTEREST:** All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee or elected official of the Town of Robbins. All Contractors must also disclose in writing with their proposal the name of any employee or elected official of the Town of Robbins who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries.

**ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the Town of Robbins of any omissions or errors found in this document.

**INSURANCE COVERAGE:** During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- **Automobile** – Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

**INSURANCE REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

**OTHER INSURANCE PROVISIONS:** The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.
- B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The Contractor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Contractor shall add the Town of Robbins as a Certificate Holder to their insurance policy.

**PROPOSAL OPENING:** The proposal submittal deadline is Monday, November 30, 2020 at 1:00 p.m. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "**EVALUATION CRITERIA**" and "**AWARD OF BID**" for further explanation on the components involved with the award of this contract.

**EVALUATION CRITERIA:** The Town of Robbins at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues." In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

The Town of Robbins reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposals and not a request to contract. The Town of Robbins reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Town of Robbins.

**REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

**AWARD OF BID:** The Town of Robbins, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on "**BEST VALUE**." "**BEST VALUE**" will allow the Town of Robbins to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. "**BEST VALUE**" will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the Town of Robbins.

**NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Contractor and the award for Lawn Care and Maintenance Services has been made, the successful Contractor will be notified within ten (10) working days of this award. The Town of Robbins will

notify the successful Contractor in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

**TERMINATION FOR CAUSE:** The Town of Robbins contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the Town of Robbins elect to terminate this contract for cause, the Town of Robbins will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U. S. mail. Immediate dismissals may be executed if deemed necessary by the Town of Robbins.

**TERMINATION WITHOUT CAUSE:** The Town of Robbins and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U. S. mail no later than thirty (30) days prior to the termination date.

### **SECTION III – SAFETY:**

**SAFETY:** The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title “Scope of Work”. The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title “Scope of Work”. These safety items are: steel-toed boots, gloves, hearing protection, and eye protection.

**STATE AND FEDERAL REGULATIONS:** The Contractor shall perform all work in accordance with State and Federal safety regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

### **SECTION IV – PROPOSAL INFORMATION:**

- Proposals for LAWN CARE SERVICES for Town of Robbins Cemetery and Green Space will be received by the Town of Robbins until Monday, November 30, 2020. Proposals may be submitted by mail or delivered in person. The Town of Robbins must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted to:

Town of Robbins  
P. O. Box 296  
Robbins, N. C. 27325

- Each proposal must be plainly marked with the **“CONTRACTOR’S NAME”, “RFP TITLE”, and the “RFP OPENING DATE & TIME”.**

- All proposals must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.
- Questions regarding this RFP must be submitted in writing directly to Jon Barlow: manager@townofrobbins.com
- The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractors proposal should be based on information provided during the proposal meeting, site visitations and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without additional expense to the Town of Robbins.
- The Contractor to whom this project is awarded shall execute a written contract with the Town of Robbins to perform the work as outlined in these specifications and in accordance with all the conditions as described in this RFP.
- The Town of Robbins may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. **If requested, the Contractor shall provide the Town of Robbins with all such information and data for this purpose.** The Town of Robbins reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy the Town of Robbins that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.
- A conditional or qualified proposal will not be accepted.

**SECTION V – SCOPE OF WORK:**

**CONTRACTOR RESPONSIBILITIES:** The selected Contractor shall provide the management, supervision, materials, and manpower necessary to provide the Lawn Care and Maintenance Services, as detailed in this proposal. All work shall be performed in a professional and workmanlike manner.

1. This contract is for one (1) year with renewal options for five (5) additional, one-year periods taking into account all pricing, terms and conditions remain the same. (This could be a six-year contract).
2. The Town Manager shall be the Contract Administrator and the point of contact regarding services to be performed, supplies needed, submission of the self-reporting forms, and invoicing.
3. Lawn Care and Maintenance Services to be performed at the Town of Robbins’s Cemetery (Photo Attached) and the Robbins Greenspace:



a. **Mowing**

Grassed areas will be mowed every five to ten days during the normal growing season (May 1 – October 31) and as otherwise needed to maintain a neat and uniform appearance. The grass will be maintained at a height between 2.5 & 3 inches.

**\*\* Future years will be from April 1 through October 31. (Please provide information about future year prices—especially for 2021 as well.**

b. **Trimming**

All immovable objects and areas that cannot be mowed will be trimmed at the same interval as the lawn area is mowed. Monuments, sidewalks, and roads are to be blown off after trimming is complete. Hedge/Tree trimming shall occur once annually and trimmings must be properly disposed of.

c. **Applying/Spraying**

Insecticide (including ants) over entire property, Lawn Weed Control, and Weed killer sprayed on concrete joints, trees and flowerbeds shall occur at a least annually.

# Bid Form

*All bids must be submitted on this form*

Bids Due: Monday, November 30, 2020.

Service Provided: Lawn Maintenance Service  
January 1, 2021-December 31, 2021 (year one)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bidder will provide services in accordance with the provisions noted in the Request for Proposals (and included attachments) for the following price:

\$ \_\_\_\_\_

Please include all other required documentation (Insurance information and/or certifications as specified above (if applicable), etc.)

By submitting this bid, the bidder acknowledges that he/she will provide proof of adequate liability insurance and a federal tax identification number at the signing of the contract document.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 2020 by:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_