



## Request for Proposal

Chapel Hill-Carrboro City Schools

Mowing/Landscaping Services

Proposal Due Date:

May 8<sup>th</sup>. 2:00 pm

**IMPORTANT NOTICE TO ALL BIDDERS / PROPOSERS:** Chapel Hill-Carrboro City School reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in CHCCS's best interest. Bids / proposals will not be considered for award if received by Chapel Hill-Carrboro City School after the official closing date and time.

## Request for Proposal Overview

This Request for Proposal (RFP) documents Chapel Hill-Carrboro City School (CHCCS) requirements for Mowing and Landscaping.

This RFP is intended to allow Chapel Hill-Carrboro City School a basis for evaluating and selecting the proposal best suited to the District's needs. The acceptance of a proposal does not obligate Chapel Hill-Carrboro City School to purchase Mowing and Landscaping services from any supplier who submits a proposal. Chapel Hill-Carrboro City School reserves the right to reject any or all proposals and not make a decision in the best interest of the district. CHCCS reserves the right to choose any proposal, even if the bid is not the lowest. All costs for proposal preparation are the responsibility of the vendor. After receipt of the proposal, and prior to signing the contract, Chapel Hill-Carrboro City School reserves the right to modify the services to be received by adding or deleting services.

The winning bid will be based on its merit consisting of cost, bidder's reputation, references, and the ability to meet the District's time schedule, service after-the-fact and the best all-around interest to the Chapel Hill-Carrboro City School.

Chapel Hill-Carrboro City School is looking for a comprehensive mowing and landscaper. Any vendor's solution to this RFP must meet or exceed Chapel Hill-Carrboro City School's requirements.

### **Customer Contacts and Requirements**

All questions about the RFP or Chapel Hill-Carrboro City School requirements must be submitted in writing via email to:

Contact Name: Dan Schnitzer, Director of Sustainability and Capital Projects

Email Address: [dschnitzer@chccs.k12.nc.us](mailto:dschnitzer@chccs.k12.nc.us)

The grounds can be walked by making an appointment with Dan Schnitzer or his designee. Questions must be submitted in writing and all questions and answers will be posted on the Bids and Proposals page of [www.chccs.org](http://www.chccs.org) at the end of each week. The last day to submit questions is May 1st. Only questions answered in writing will be considered binding.

### **Proposal Filing Date**

All proposals must be received no later than 2:00 PM on May 8<sup>th</sup> 2020. Proposals after this time will not be accepted. We are not responsible for late or misdirected mail. **Given the circumstance of social distancing, electronic submissions are required. Vendors are responsible for following up upon sending the email proposal to ensure that it is received.**

Proposals must be submitted to: [dschnitzer@chccs.k12.nc.us](mailto:dschnitzer@chccs.k12.nc.us)

Due to the circumstance, CHCCS cannot guarantee that paper copies sent to our office will be received. In order to confirm participation in the process, vendors should confirm receipt of their proposals to Dan Schnitzer by email: [dschnitzer@chccs.k12.nc.us](mailto:dschnitzer@chccs.k12.nc.us) and/or by phone 919-869-4813.

## **Section 1**

### **Scope of Work**

This project will consist of mowing school grounds as outlined below per the attached maps of mowing areas. Contractor will provide all needed labor and equipment to complete mowing of each site. Contractor will coordinate a schedule with CHCCS that will include “no-mow” times and dates.

The specifications of work include:

- Mowing of the Grounds, including removal of excessive cut grass
- Trim work of sidewalks and areas not accessible by mower.
- Blowing of mowing/trimming debris from walkways
- Leaf removal once (1) per year

The **Base Bid** includes 6 Schools and 1 Transportation Center.

- Carrboro High School
- East Chapel Hill High School
- Smith Middle School
- Culbreth Middle School
- Phillips Middle School
- McDougle Middle School Campus

The Middle Schools work includes the athletic fields. The High School work does not include the athletic fields. Areas are shown on the attached maps.

The **Alternate Bid** includes itemized costs for the Elementary Schools and Administrative Building (Lincoln Center.)

**All bids must submitted on the attached itemized Bid Financial Worksheet (Attachment B.) We are asking for your pricing based on your standard wages and based on a living wage of a minimum of \$15/hr.**

### **Term**

The term for this agreement is for 3 years with fixed annual price, beginning July 1<sup>st</sup> 2020.

## **Section 2**

### **Experience, Background and three (3) references**

Include in your submission a brief overview of your company history and 3 references.

## **Section 3**

### **Litigation and Claims History**

Include in your submission an ongoing litigation or claims including historical information for the past 5 years.

## **Section 4**

### **Submission**

For a submission to be considered, it must be complete and include the following:

1. Signed "Signature Page"
2. Completed Financial Worksheet, showing itemized annual costs.
3. Completed Affidavit A or B "Identification of Minority Business Participation"
4. Information from Sections 2 and 3 above: experience, background, references and litigation/claims history.

### **Obligations of Provider**

Provider hereby agrees to provide services to the School System as follows:

Mowing of designated grass **one time per week** for the season starting April 1 and ending October 31, not to exceed 30 weeks. Prior to mowing, any trash/litter shall be picked up. Blowing of sidewalks, walkways, entrances and parking lots. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of the contract, including any documents incorporated by reference. Acceptable mowing times will be agreed upon by the vendor and district. Changes may need to occur if the work becomes disruptive. Certain days and times will be designated as "no-mow" due to events, testing or other school variables.

Trimming and Edging – all areas inaccessible to mowers shall be maintained at the same height of adjacent lawn with string trimmer (no herbicidal spraying permitted). Edges of pavements, curbs, fence lines and plant beds shall be kept neat and trimmed with a string trimmer (no herbicidal spraying permitted). Special care is to be taken to prevent damage to the bases of trees, plant materials, and other adjacent materials.

Fall cleanup – a late fall cleanup shall be provided consisting of a thorough grounds and landscaping cleanup including leaf removal.

### **Qualifications of Provider**

Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

### **Insurance**

Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The CHCCS Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies.

Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish

insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

### **Lunsford Act**

Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27 A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://v.ww.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

**Criminal Background Checks**

Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property.

Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled no contest to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

**Anti-Nepotism**

Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the CHCCS Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

## ATTACHMENT A

### List of CHCCS Schools Locations

Base/Alternate	School Name	Address	City	Athletic Field
Base	Carrboro High School	201 Rock Haven Road	Chapel Hill	No
Base	Culbreth Middle School	225 Culbreth Road	Chapel Hill	Yes
Base	East Chapel Hill High School	500 Weaver Dairy Road	Chapel Hill	No
Base	McDougle Middle School Campus	900 Old Fayetteville Road	Chapel Hill	Yes
Base	Phillips Middle School	606 N Estes Drive	Chapel Hill	Yes
Base	Smith Middle School	9201 Seawell School Road	Carrboro	Yes
Base	Transportation Center	1708 High School Rd	Chapel Hill	No

Alternate	Carrboro Elementary	400 Shelton Street	Carrboro	N/A
Alternate	Ephesus Elementary	1495 Ephesus Church Rd	Chapel Hill	N/A
Alternate	Estes Hills Elementary	500 Estes Dr	Chapel Hill	N/A
Alternate	FP Graham Elementary	101 Smith Level Road	Chapel Hill	N/A
Alternate	Glenwood Elementary	2 Prestwick Rd	Chapel Hill	N/A
Alternate	Lincoln Center & Phoenix	750 S. Merritt Mill Road	Chapel Hill	N/A
Alternate	Morris Grove Elementary	215 Eubanks Road	Chapel Hill	N/A
Alternate	Northside Elementary	350 Caldwell Street	Chapel Hill	N/A
Alternate	Rashkis Elementary	601 Meadowmont Lane	Chapel Hill	N/A
Alternate	Scroggs Elementary	501 Kildaire Road	Chapel Hill	N/A
Alternate	Seawell Elementary	9115 Seawell School Road	Chapel Hill	N/A

Signature Page

\_\_\_\_\_  
Name of Owner or Authorized  
Representative of company submitting and signing bid.

\_\_\_\_\_  
Signature of Owner or Authorized  
Representative of company submitting  
bid.

\_\_\_\_\_  
Date

**Total Base Bid Amount:** \$ \_\_\_\_\_

**Total Base Bid Amount with Living Wage Minimum:** \$ \_\_\_\_\_

**Total Alternate Bid Total:** \$ \_\_\_\_\_

**Total Alternate Bid Total with Living Wage Minimum:** \$ \_\_\_\_\_





# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_ (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

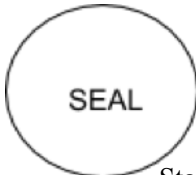
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:

Name of Authorized Officer:

Signature:

Title:



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract  
with Own Workforce.**

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_ (Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the  
\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

# **Base Bid Schools**

Carrboro High

East Chapel Hill High

Smith Middle

McDougle Campus

Phillips Middle

Culbreth Middle

Transportation Center



Rock Creek A

Carboro High School

Ridgely





Culbreth Rd

Culbreth Rd

Culbreth Rd

Adams Way

Adams Way

Culbreth Middle School  
Temporarily closed





Dry Creek Trail entrance

East Chapel Hill  
High Baseball Field

East Chapel Hill  
High School

1735

Waverly Ridge Rd

1735

Cedar  
Falls Park

East Chapel Hill  
High School

Waverly Ridge Rd






McBougle  
Elementary School

McBougle Middle School





This is an aerial satellite photograph of a school campus. A yellow line is drawn around the school building and a large adjacent field. The school building is a large, multi-winged structure with a flat roof. To the right of the building is a large, open field, possibly a sports field, which is also enclosed by the yellow line. The surrounding area includes trees and other buildings. Two location pins are visible: a silver one on the school building and a red one on the field.

Guy B. Phillips  
Middle School  
Temporarily closed

Phillips Middle School  
Closed





Smith Middle School  
Temporarily closed

Seawell School Rd

## Transportation



# **Alternate Bid Schools**

Carrboro Elementary

Ephesus Elementary

Estes Hills Elementary

Frank Porter Graham  
Elementary

Glenwood Elementary

Lincoln Center (Admin)

Morris Grove Elementary

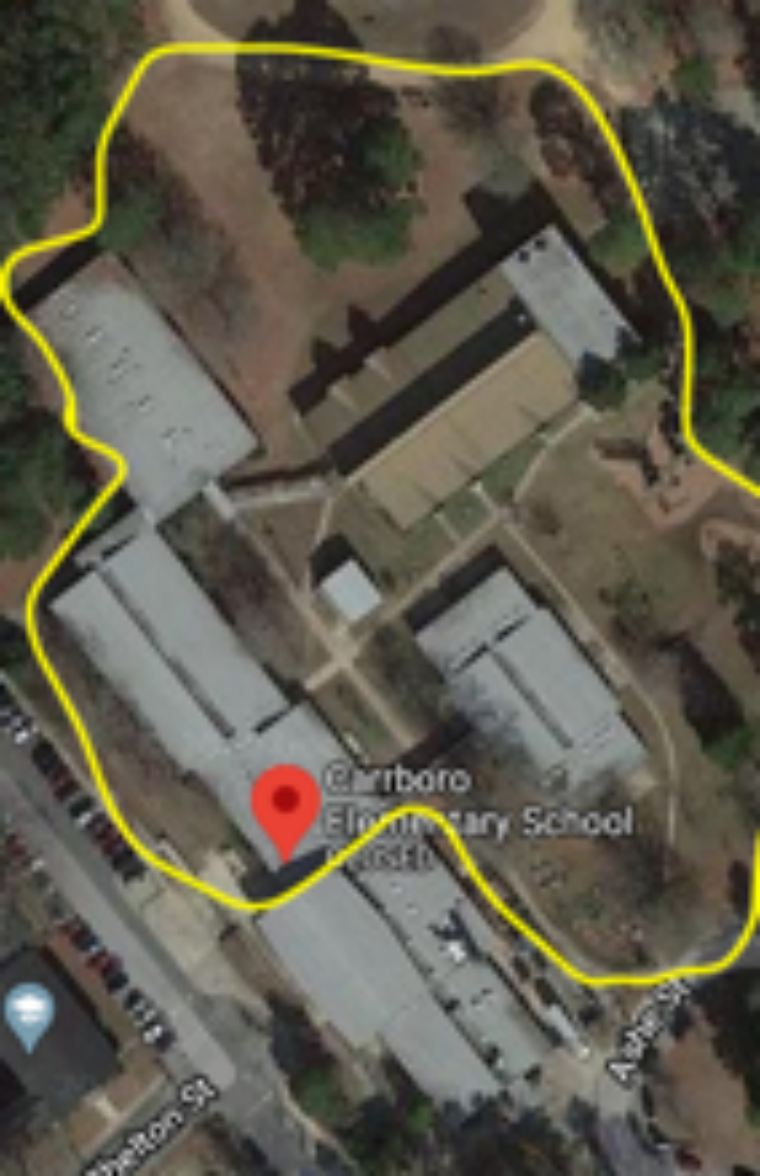
Northside Elementary

Rashkis Elementary

Scroggs Elementary

Seawell Elementary





Carboro  
Elementary School

Shelton St

Ashe St

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z  
ed  
er

Ephesus  
Elementary School  
CLOSED

Ephesus Park



Estes Hills  
Elementary S  
CLOSED





Pub Works Dr

Pub Works Dr

Pub Works Dr

P R4 lot

Frank Porter  
Graham Elementary

Frank Porter  
Graham Child...

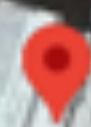
Morgan Creek




Wood Palace  
Unlabeled location



Stairway  
Stairway end  
1 Wood Palace



Glenwood  
Elementary School  
81.5510



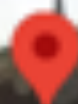
Chapel Hill-Carrboro City  
School Central Office

750 South  
Merritt Mill Road

Hubbards Rd

Eubank

Shelburn Farm Rd



Morris Grove Elementary School



Morris Grove Elementary


Morris Grove






Northridge  
Elementary School





Rashkis  
Elementary School

This is an aerial photograph of Rashkis Elementary School. A yellow line is drawn around the school's perimeter, including its buildings, parking lots, and surrounding greenery. The school buildings are white with blue roofs. There are several parking lots with grey asphalt and white lines. A road, Shadowcreek, is visible at the bottom of the image. The school is surrounded by dense green trees and a large body of water is visible in the upper right corner.



Mary Scroggs  
Elementary School  
CLOSED



Seawell  
Elementary School

