

STATE OF NORTH CAROLINA

Gaston College

Request for Proposal #: 26-004

Lawn Maintenance

Date of Issue: May 4, 2026

Proposal Opening Date:

June 2, 2026

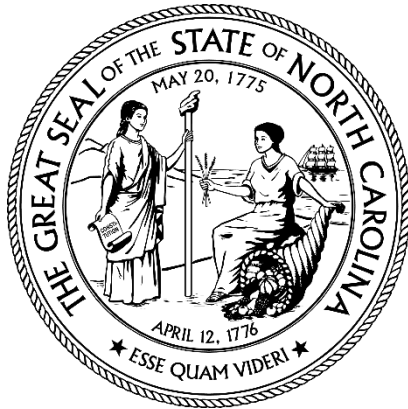
At 2:00 PM

Direct all inquiries concerning this RFP to:

DaShawn Bidy

Email: biddy.dashawn@gaston.edu

Phone: 704-922-6513



STATE OF NORTH CAROLINA

Request for Proposal

26-004

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Division of Gaston College	
Refer <u>ALL</u> Inquiries regarding this RFP to: DaShawn Bidy Procurement Manager	Request for Proposal #: 26-004 Proposals will be publicly opened: June 2, 2026 2:00 PM https://teams.microsoft.com/meet/2353794109809?p=w4IcuYUsxrRkwDL6S Meeting ID: 235 379 410 980 9 Passcode: LP9L9S5t
Using Agency: Gaston College	Commodity No. and Description: 701117-Lawn Care Services
Requisition No.: 26-004	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

Proposal Number: 26-004

Vendor: _____

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Gaston College)</p>

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to seek competitive sealed bids from qualified vendors to provide professional lawn and grounds maintenance consisting of, but not limited to, labor, supervision, equipment and supplies as specified herein for Gaston College Main campus at 201 Highway 321 South, Dallas, NC 28034

Gaston College is one of 58 institutions that operates under the North Carolina Community College System, The college is located on Highway 321 S. between the interchanges of Dallas – Cherryville Hwy and Grier Beam Blvd. and serves Gaston and Lincoln counties. Our goal is to gain momentum as a growing institution that thrives as part of the North Carolina Community College System.

Gaston College’s main campus Dallas location includes approx. 159 acres.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution the “Effective Date”. The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and

incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	May 4, 2026
Hold Pre-Proposal Meeting/Site Visit	State	May 18, 2026 Robinson Classroom Building Room 126 – 250 Library Lane Gaston College Dallas Campus
Submit Written Questions	Vendor	May 21, 2026 5:00 PM
Provide Response to Questions	State	May 27, 2026 12:00 PM
Submit Proposals	Vendor	June 2, 2026 1:50 PM
Bid Opening	State	June 2, 2026 2:00 PM https://teams.microsoft.com/meet/2353794109809?p=w4lcujYUsxrRkwDL6S Meeting ID: 235 379 410 980 9 Passcode: LP9L9S5t
Contract Award	State	July 30, 2026 - estimated

2.5 SITE VISIT

Mandatory

Date: 05/18/2026
 Time: 10:00 AM Eastern Time
 Location: Robinson Classroom Room 126
 250 Library Lane Gaston College
 Dallas, NC 28034
 Contact #: 704-922-6513

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

2.6 Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP. PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to bididy.dashawn@gaston.edu by the date and time specified above. Vendors should enter "RFP # 26-004 Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

2.8 CRITICAL UPDATED INFORMATION MAY BE INCLUDED IN ADDENDA TO THIS RFP. IT IS IMPORTANT THAT ALL VENDORS RESPONDING TO THIS RFP PERIODICALLY CHECK THE STATE’S EVP WEBSITE FOR ANY ADDENDA THAT MAY BE ISSUED PRIOR TO THE BID OPENING DATE. ALL VENDORS SHALL BE DEEMED TO HAVE READ AND UNDERSTOOD ALL INFORMATION IN THIS RFP AND ALL ADDENDA THERETO. PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following:
 - i. a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP,
 - ii. a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and
 - iii. Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantages addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #26-004". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single vendor, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Late offers will not be opened or considered.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made available for public inspection as required by law. at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards

compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

- a) Project Organization (Section 5.2)
- b) Vendor Technical Approach (Section 5.3)
- c) Vendor Experience and Qualifications (Section 4.4)
- d) Cost Proposal (Attachment A)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to

receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE AND QUALIFICATIONS

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project.

Vendor shall be a current and valid NC Registered Landscape Contractor and hold a current and valid NC Pesticide Applicator License. The Vendor shall submit a copy of the required licenses with its response.

4.5 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not

limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

4.9 IF VENDOR’S PROPOSAL RESULTS IN AN AWARD, VENDOR AGREES THAT IT WILL NOT ENTER ANY AGREEMENT WITH A THIRD PARTY THAT MAY ABRIDGE ANY RIGHTS OF THE STATE UNDER THE CONTRACT. IF ANY SERVICES, DELIVERABLES, FUNCTIONS, OR RESPONSIBILITIES NOT SPECIFICALLY DESCRIBED IN THIS SOLICITATION ARE REQUIRED FOR VENDOR’S PROPER PERFORMANCE, PROVISION AND DELIVERY OF THE SERVICE AND DELIVERABLES UNDER A RESULTING CONTRACT, OR ARE AN INHERENT PART OF OR NECESSARY SUB-TASK INCLUDED WITHIN SUCH SERVICE, THEY WILL BE DEEMED TO BE IMPLIED BY AND INCLUDED WITHIN THE SCOPE OF THE CONTRACT TO THE SAME EXTENT AND IN THE SAME MANNER AS IF SPECIFICALLY DESCRIBED IN THE CONTRACT. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, VENDOR WILL FURNISH ALL OF ITS OWN NECESSARY MANAGEMENT, SUPERVISION, LABOR, FACILITIES, FURNITURE, COMPUTER AND TELECOMMUNICATIONS EQUIPMENT, SOFTWARE, SUPPLIES AND MATERIALS NECESSARY FOR THE VENDOR TO PROVIDE AND DELIVER THE SERVICES AND/OR OTHER DELIVERABLES. AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

B. The Certificate of Insurance should list the certificate holder as follows:

Gaston College
201 US-321 Highway South
Dallas, NC 28034

4.10 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes No

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The description of services that the College is seeking is listed below. Services offered by the Vendor must meet or exceed the listed Specifications to be considered for award. **Schedule of Performance**

- a) Lawncare Services shall be performed per the minimum frequency schedule between the hours of 5:00 AM and 8:00 PM, and in a manner that minimizes noise disruption to classrooms and instructional activities. Gaston College reserves the right to alter the schedule of services with written notice to the Vendor. Note: Gaston College is closed during Fridays from mid-May through the end of August, which will be the ideal time for Lawncare Services.
- b) If the Vendor needs to modify mowing services for any reason, Gaston College must be notified at least three (3) business days in advance in order to minimize noise disruptions to classrooms and instructional activities.
- c) Landscaping and Lawn Maintenance Services shall be provided by the vendor on the specified day, weather permitting, or on the next weather permitting day. If unable to perform services on the day selected, the Vendor will notify Gaston College’s Director of Facilities and Plant Operations, or appointee.
- d) Vendor will contact the Director of Facilities and Plant Operations or appointee weekly for updates or requests of items that need to be addressed.
- e) The Director of Facilities and Plant Operations or appointee will provide scheduling requests that will require the grounds to be prepared for special events and activities. This includes but is not limited to graduations, convocations, outdoor sporting events, Foundation related events, and other Gaston College sponsored activities.

Grounds Maintenance

- a) Prior to mowing, all trash, sticks, and other debris are to be removed from lawns, plant beds, sidewalks, and all paved areas.
- b) There shall be no obscuring debris, including dirt or sand, on the surface areas of sidewalks, driveways, and parking lots. This includes trash, cigarette butts, animal waste, dead animals, limbs, and other debris. Remove grass and weeds from cracks in the pavement, concrete, sidewalks, and around the parking lot.
- c) All curbs and walkways shall be edged with an edger each mowing cycle during the growing season. There is to be a distinct separation between the grass area and its adjoining structure (i.e.: building, pavement, asphalt, and fences).
- d) All trees, shrubs, and groundcover in plant beds will be pruned as necessary or as requested by administration for shaping, removing dead, diseased, or damaged wood, water sprouts or suckering, or other corrective pruning that may present a safety hazard to equipment or staff.
- e) Shrubbery shall be kept neatly trimmed and balanced. Shrubbery shall be trimmed three times a year at a minimum (January, May & September) or as requested to maintain its natural shape. Shrubbery next to a building is not to grow above the windowsills (normally three (3) to four (4) feet above the ground). Windowsills above or below this level are not to be used as gauges. Areas around, including but not limited to, buildings, trees, shrubs, signs, utility poles, HVAC units, and selected non-mowing areas, shall be trimmed.
- f) All parking lots shall be cleaned each week (Blower). This may have to be accomplished after business hours so that parked cars do not impede the work.
- g) During the months of September – February, leaves should be removed from roadways, lawns and sidewalks.
 - a. The frequency of removal shall be twice a week during the months of September, October, and November.
 - b. The frequency of removal shall be weekly during the months of December – February.
- h) All trees shall be trimmed up to 10 feet clearance from ground level.
- i) During the off season (winter), the vendor will at a minimum of once a month, more as requested by the administrator, check the grounds for any maintenance needs; shrubs, trees, and sidewalk cleaning.
- j) The ability to provide snow removal and ice treatment as requested by the Director of Facilities. Specific response times, priority areas, and required hours for full clearance will be communicated by the Director of Facilities at the

time services are requested. Vendor shall use ice and snow removal products approved for the respective paved or concrete surfaces, where applicable.

- k) The Volleyball Court shall be serviced twice a week to remove grass and weeds.
- l) The Volleyball court will also need to be treated for parasites upon request.

Lawn Maintenance

- a) Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of grass will not be considered acceptable. Mowing while the grass is wet is not permitted. DO NOT hit trees, light poles, signposts, HVAC Units, buildings, etc. with mowers. All lawns shall be mowed at approximate heights of three (3) inches during the cooler months and four (4) inches during the hottest months. The vendor shall be held responsible for scalping or lawn damage due to malfunctioning or reckless use of the equipment.
- b) All mowing equipment shall have deflector shields or bag attachments in place at all times.
- c) Excess clippings shall be removed from turf areas, sidewalks, drives, etc., and blown or washed off building sides, glass surfaces, structures, signage, or other fixed objects after each mowing.
- d) All mowing and trimming operations shall be conducted so that clippings are not thrown onto any mulched area around trees or plant beds. The contractor shall promptly remove all clippings thrown into any mulch that result from mowing/trimming operations.
- e) Preemergent, fertilizer, overseeding and aeration applied per the schedule in section 8.0.

Mulch

- a) All plant beds and designated natural areas shall be replenished with pest resistant (including termite free) mulch annually during the month of March after shrubbery has been trimmed.
- b) Mulch shall be applied at a depth sufficient to suppress unwanted vegetation and adequately cover exposed tree roots within bedding areas.

Shrub/Flower Beds

- a) Shrub and flower beds shall be kept free of weeds at all times. Hand weeding and herbicide applications may be used to control weeds.
- b) Vines growing through shrubbery on buildings shall be removed.
- c) Beds shall be monitored for the infestation of insects or the appearance of diseases. Notify the Director of Facilities and Plant Operations or appointee immediately upon discovery.
- d) Flowerbeds shall be installed on each side of the Gaston College brick signage at the main entrance and shall be maintained in a prestigious, polished, and well-kept condition at all times. Seasonal flowers shall be planted on each side of the signage to ensure an attractive and professional appearance throughout the year. The purchase and type of flowers must be pre-approved by Director of Facilities and Plant Operations or appointee.

Disease and Insect Control

- a) Spraying of turf for control of insects and diseases. The preventative program provides two (2) insect/ disease sprays and two (2) herbicide treatments for weed control annually.
- b) All of the areas maintained under this contract shall be treated annually (and spot-treated as needed) to prevent fire ants.

Herbicide Use

- a) Lawn areas shall receive pre-emergent in the spring, and post-emergent controls shall be applied as required (at least once per year) for weeds that break the pre-emergent barrier.
- b) Paved/concrete areas shall be sprayed in joints/cracks to free them from unwanted vegetative growth.
- c) The Contractor will be liable for damage to plants that result from the application of herbicides. Contractor must follow all safety rules and regulations concerning any use of herbicides pertaining to work under this contract.

Spraying Pesticides/Fungicides

- a) The application of pesticides or fungicides may be necessary if turf areas become diseased, suffer from insect infestation, or suffer any other related problem. If the Contractor finds an insect or disease problem, the Contractor will meet with the Contract Administrator to determine corrective measures, including the application of pesticides or fungicides.

Damages

- a) Any damage(s) occurred on campus shall be repaired at the expense of the vendor to current standards.

5.2 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.3 TECHNICAL APPROACH

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. A description of each task and deliverable and the schedule for accomplishing each shall be included.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the Purchasing Agency @ accountspayable@gaston.edu. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each month of service. Invoices

shall include detailed information to allow Purchasing Agency to verify the type of service performed, where they were performed and when they were performed. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Service Date, Buyer's Order Number, Service Descriptions, Price.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE SERVICES HAVE BEEN VERIFIED AS PERFORMED

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based as outlined in Section 5.0 – 5.1.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages;(3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements as outlined in Section 5.0 – 5.1.

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State

shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP, which can be found in the table below:

Year	Description	Monthly	Annually
1	Lawn Care and grounds maintenance per Scope of Work.		
2	Lawn Care and grounds maintenance per Scope of Work.		
3	Lawn Care and grounds maintenance per Scope of Work.		

Year	Description of as needed services	Hourly Rate
1-3	Snow and ice treatment or removal services (hourly rate)	
1-3	Sand fly treatment	
1-3	Weed and grass control at the motor cycle training classroom area @ Ashbrook High School, 2222 South New Hope Rd, Gastonia, NC 28054	

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****

8.0 DETAILED LIST OF SPECIFICATIONS: LAWN SERVICE FREQUENCY CHART

Functions	Minimum Frequency of Lawn Maintenance Service Chart												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Mowing, Litter Removal, Blowing, Edging, Weed Trimming	2	2	3	4	4	4	4	4	4	4	2	2	39
Aeration and overseed										1	1		2
Preemergent fertilizer		1	1										2
Shrubs Trimmed	1		1						1				3
Tree Pruning	1				1								2
Chemicals (Pathogen & Herbicides) Bed Areas			1	1	1	1	1	1	1	1	1		9
Mulching	1		1						1				3
Leaf Removal	2	2							8	8	8	2	30
Drainage Area -Retention Pond Mowing	1	1	2	2	2	2	2	2	2	2	1	1	22
Service Trash Cans	4	4	4	4	4	4	4	4	4	4	4	2	46
Mow Field at College Dr. Entrance	1	1	2	2	2	2	2	2	2	2	1	1	20
Clear Woods and Trail Areas	1	1	2	2	2	2	2	2	2	2	1	1	20
Cut Grass and Spray 321 Fence Line	1	1	2	2	2	2	2	2	2	2	1	1	20
Prune Trees and Spray S/R/M Fence			1				1				1		3
WSGE Radio Tower Mow/Spray	1	1	1	1	1	1	1	1	1	1	1	1	12
Prune Perimeter Trees and Roadways			1							1			2
Clean Parking Lots Blower, etc. (after hours)	4	4	4	4	4	4	4	4	4	4	4	4	48
Volleyball Courts - Remove Grass and Weeds	2	2	2	2	2	2	2	2	2	2	2	2	24

Note: This chart includes minimum frequency service intervals. Upon request or unforeseen conditions may require alterations to the number of events listed.

List of Buildings and Training Areas – Dallas Campus

- 1. Albright Public Safety - APS**
- 2. Beam Administration Building – BAB**
- 3. Center for Advanced Manufacturing - CAM**
- 4. Craig Arts and Science – CAS**
- 5. Craig Chiller Building**
- 6. Comer Engineering and Technology – CET**
- 7. Construction Academy – 202 College View Dr.**
- 8. Dalpiaz Student Success Center – DSC**
- 9. Dalton Driving Track - DDT**
- 10. David Belk Cannon Health Education Institute – DBC**
- 11. D.F. Beam Center for Visual Arts – CVA**
- 12. Lena Sue Beam Early College – LS**
- 13. Main Boiler House**
- 14. Morris Library – ML**
- 15. Myers Center – MC**
- 16. Myers Center Chiller Building**
- 17. Pat Skinner Veterinary Technology – VET**
- 18. Pearson Life Skills – LIF**
- 19. Pharr Trade and Industrial – PTI**
- 20. PTI Boiler House**
- 21. Rauch Science and Fine Arts – RCH**
- 22. RESTC Burn Building**
- 23. RESTC Duke Energy Training Building**
- 24. RESTC Fire Prop**

- 25. RESTC Fire Truck Bays/Class Room**
- 26. RESTC Pavilion Instructor Building**
- 27. RESTC Residential Burn Building**
- 28. Robinson Classroom – RCB**
- 29. Shipping/Receiving/Maintenance – S/R/M**
- 30. Wyss Information Center – WIS**
- 31. 204 College View Dr.**
- 32. 207 College View Dr.**
- 33. Motor Cycle Training Classroom Area at Ashbrook
High School, 2222 South New Hope Rd, Gastonia, NC
28054 (as needed)**