



Request for Proposal No. 2026-071

Landscape Services

Due Date: June 15, 2026
Time: 11:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement Department

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2026-071 Landscape Services

Electronic proposals will be received by the Union County's Procurement Department until **11:00 AM Local Time on June 15, 2026.**

Union County, North Carolina, through its Facilities & Fleet Management Department, is seeking proposals from qualified firms to provide comprehensive landscape maintenance services, including mowing, grounds maintenance, and related services, at various County-owned and operated facilities throughout Union County.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (corey.brooks@unioncountync.gov) no later than **June 2, 2026, at 5:00 PM Local Time.**

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

--End of Advertisement--

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than **June 15, 2026, at 11:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum size accepted is 30 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 2, 2026, at 5:00 PM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Corey Brooks at corey.brooks@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and answers may be posted as addenda on www.unioncountync.gov and <https://evp.nc.gov/solicitations/>.

2.4 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda.

Receipt of Addenda shall be acknowledged by the Offeror on Appendix C, Addendum and Anti-Collusion Form.

2.5 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY

Union County (estimated population 263,386) is located in the central, southern Piedmont region of North Carolina. The County provides its residents with a full range of services including public safety, water and wastewater utilities, human services, cultural and recreational programs, and general government administration.

Union County owns, operates, and maintains multiple facilities and properties throughout the County, including administrative buildings, parks, public safety facilities, and support service locations. These facilities require consistent and professional landscape maintenance to ensure a safe, functional, and aesthetically pleasing environment for staff and the public.

3.2 PURPOSE

Union County, North Carolina, through its Facilities & Fleet Management Department, is seeking proposals from qualified firms to provide comprehensive Landscape Services at various County-owned and operated facilities.

The selected contractor shall be responsible for providing all labor, supervision, equipment, materials, and services necessary to maintain landscaped areas in a professional and well-maintained condition. Services shall include, but are not limited to, mowing, edging, pruning, fertilization, irrigation monitoring, seasonal maintenance, and general grounds upkeep.

The intent of this solicitation is to establish a contract with a qualified firm capable of delivering consistent, high-quality landscape maintenance services that enhance the appearance, safety, and functionality of County facilities.

3.3 PROJECT BACKGROUND

Union County currently maintains approximately 25 facilities and properties, with additional sites anticipated during the term of the contract. These locations vary in size, use, and landscape complexity, requiring a contractor capable of managing diverse service needs across multiple sites.

The County's existing landscape services contract is approaching expiration, and this solicitation is intended to establish a new contract that reflects current operational needs, service expectations, and industry best practices.

The selected contractor will be expected to work closely with Facilities staff to ensure services are performed in accordance with County standards, respond to service requests in a timely manner, and maintain a high level of quality and accountability across all assigned locations.

4 SCOPE OF WORK

4.1 OVERVIEW

Union County is seeking proposals from qualified contractors to provide comprehensive landscape maintenance services at various County-owned and operated facilities throughout Union County.

The Contractor shall provide all labor, supervision, equipment, materials, tools, transportation, and incidentals necessary to perform landscape services in accordance with the requirements of this Request for Proposals.

The intent of this contract is to maintain all landscaped areas in a safe, functional, and aesthetically pleasing condition that reflects positively on County operations and public-facing facilities.

Services shall include, but are not limited to, mowing, edging, pruning, fertilization, irrigation monitoring, seasonal maintenance, and general grounds upkeep. The Contractor shall be responsible for maintaining all assigned properties in accordance with industry best practices and the specific requirements outlined herein.

The County currently maintains approximately twenty-five (25) facilities and reserves the right to add or remove locations during the term of the contract.

In the event of any ambiguity or discrepancy in the interpretation of this Scope of Work, the County's determination shall govern.

4.2 CONTRACTOR REQUIREMENTS

The Contractor shall meet the following minimum requirements:

1. Maintain all licenses required to perform the work, including but not limited to:
 - North Carolina Registered Landscape Contractor (if applicable)
 - North Carolina Pesticide Applicator License
 - North Carolina Irrigation Contractor License (if applicable)
2. Provide documentation of all required licenses prior to commencement of work.
3. Provide trained and qualified personnel capable of performing all services described in this RFP.
4. Provide all equipment necessary to perform services in a safe and efficient manner.
5. Perform all services in accordance with applicable federal, state, and local laws and regulations.

6. Maintain a professional appearance, including clearly identifiable uniforms and properly marked vehicles.

4.3 FACILITY MAINTENANCE CLEANUP

The Contractor shall perform general grounds and facility cleanup services at all assigned County properties to maintain a clean, safe, and professional appearance.

At a minimum, the Contractor shall perform the following services during each scheduled visit:

1. Trash and Debris Removal

- Remove all litter, trash, and debris from parking lots, sidewalks, driveways, landscaped areas, and entryways prior to performing other services.
- This includes, but is not limited to, paper, plastic, cigarette butts, and other small debris.

2. Leaf and Organic Debris Removal

- Remove leaves, branches, and other organic debris from turf areas, planting beds, walkways, and hard surfaces.
- During the fall season, leaf removal shall be performed as frequently as necessary to prevent accumulation, turf damage, or an unkempt appearance.

3. Hard Surface Cleaning

- Keep sidewalks, curbs, drive lanes, patios, and parking areas clear of debris.
- Following mowing or maintenance activities, all hard surfaces shall be blown clean and free of grass clippings and debris.

4. General Site Appearance

- Maintain all landscaped areas in a neat and orderly condition at all times.
- Prevent buildup of debris in planting beds, turf areas, and along fence lines or structures.

5. Storm Debris

- Removal of excessive debris resulting from storms or unusual events is not included in routine services and shall be considered an additional service, subject to County approval.

Routine landscape services shall be performed at a minimum frequency of once per week unless otherwise approved by the County.

Failure to maintain acceptable site conditions may result in required corrective action at no additional cost to the County.

4.4 LAWN MAINTENANCE (MOWING & EDGING)

The Contractor shall provide routine lawn maintenance services at all assigned County properties to maintain a consistent, healthy, and well-manicured appearance.

At a minimum, the Contractor shall perform the following services:

4.4.1 MOWING

1. Turf areas shall be mowed at intervals necessary to maintain a uniform and healthy appearance.
2. Hybrid tall fescue turf shall be maintained at a height of three (3) to four (4) inches, and shall not exceed five (5) to six (6) inches between mowing cycles.
3. Mowing frequency shall be adjusted based on seasonal growth conditions, with more frequent service during peak growing seasons.
4. Turf areas that cannot be safely mowed with standard equipment (e.g., steep slopes, drainage swales) shall be maintained using appropriate equipment such as string trimmers.

4.4.2 PRE-MOWING REQUIREMENTS

1. All trash, debris, and foreign materials shall be removed from turf areas prior to mowing.
2. Contractor shall inspect turf areas for hazards or obstructions and take appropriate precautions to prevent damage to property or injury.

4.4.3 EDGING AND TRIMMING

1. All sidewalks, curbs, driveways, buildings, planting beds, trees, fences, and other obstacles shall be trimmed and edged during each mowing cycle.
2. Edging shall maintain clean, defined lines between turf and adjacent hard surfaces or planting areas.
3. Mechanical edging shall be performed as needed to maintain bed definition and curb lines.

4.4.4 CLIPPING AND DEBRIS MANAGEMENT

1. Grass clippings shall be removed from all hard surfaces, including sidewalks, parking areas, and building entrances, immediately following mowing operations.
2. When mowing adjacent to buildings, vehicles, or pedestrian areas, Contractor shall use appropriate equipment (e.g., chute guards or bagging systems) to prevent discharge of debris.
3. Turf areas shall be left in a clean and uniform condition following each service visit.

4.4.5 EQUIPMENT STANDARDS

1. All mowing and edging equipment shall be properly maintained to ensure a clean, even cut.
2. Dull or improperly maintained equipment that results in tearing or damage to turf will not be permitted.

4.5 TURF MAINTENANCE (FERTILIZATION, AERATION, SEEDING, CHEMICALS)

The Contractor shall provide comprehensive turf care services to promote healthy, sustainable, and visually consistent turf across all County properties.

All turf maintenance practices shall be performed in accordance with industry best practices and applicable federal, state, and local regulations.

4.5.1 SOIL TESTING AND FERTILIZATION

1. Soil testing shall be performed annually for all turf areas to determine pH levels and nutrient requirements.
2. Fertilizer and lime applications shall be based on recommendations from the North Carolina Soil Testing Laboratory or equivalent.
3. The Contractor shall provide the County with:
 - Soil test results
 - Recommended treatment plans
 - Fertilization schedules
4. Fertilizer applications shall be performed at appropriate times throughout the year to promote turf health while minimizing environmental impact.
5. Any areas with a high content of common Bermuda or any other undesirable grasses will be treated by appropriate methods to ensure effective removal of unwanted grasses between late August and early September of every year. Treated areas shall then be repaired in mid-September as needed.

4.5.2 AERATION AND OVER-SEEDING

1. Turf areas shall be aerated and over-seeded annually during the fall season (typically September through early October).
2. Contractor shall:
 - Perform core aeration to promote root development
 - Apply a blend of hybrid tall fescue seed
 - Provide straw or equivalent ground cover in bare or heavily worn areas
3. Turf shall be maintained to support proper germination, including irrigation adjustments as needed.

4.5.3 CHEMICAL AND PEST MANAGEMENT

The Contractor shall implement an Integrated Pest Management (IPM) approach for all turf and landscaped areas.

1. Cultural, mechanical, and biological control methods shall be utilized as the primary means of pest and weed control, with chemical applications used only when necessary.
2. The Contractor shall provide the County with a list of all proposed herbicides, pesticides, and fertilizers to be used under this contract for review and approval prior to application.
3. The Contractor shall provide a minimum of 24-hour advance notice to the County prior to any chemical application.
4. Pre-emergent herbicides shall be applied at appropriate times to control weed germination.
5. Broadleaf weeds and other undesirable vegetation shall be treated as necessary to maintain acceptable turf conditions.

6. All chemical applications shall comply with manufacturer recommendations and all applicable federal, state, and local regulations.

4.6 TREE, SHRUB, AND PLANT MAINTENANCE

The Contractor shall provide comprehensive maintenance of all trees, shrubs, planting beds, and ornamental landscaping to ensure a healthy, well-maintained, and aesthetically pleasing appearance at all County facilities.

All work shall be performed in accordance with accepted horticultural practices and industry standards.

4.6.1 PLANT BED MAINTENANCE

1. All planting beds shall be maintained free of weeds, debris, and unwanted vegetation.
2. Weed control shall be performed through manual removal and/or approved chemical treatments as necessary.
3. Mulch shall be applied to all planting beds twice annually, or as directed by the County.
4. Mulch material shall consist of approved products (e.g., double-hammered mulch or pine needles) and shall be installed at a consistent depth to maintain a clean, uniform appearance.
5. Contractor shall maintain proper bed definition and edging to clearly separate planting beds from turf areas.
6. Soil Testing: All plant bed areas will be soil tested within the first year of the agreement to insure proper pH levels and nutrient levels. Soil testing needs to be performed a minimum of every two years. County will receive a copy of all soil test reports.

Plant bed areas shall also be monitored for insects and disease, and the Contractor shall use an integrated pest management approach that includes cultural, biological, and/or chemical methods as appropriate.

4.6.2 TREE MAINTENANCE

1. Trees shall be pruned as necessary to maintain health, structure, safety, and appearance.
2. Pruning shall include:
 - Removal of dead, damaged, or diseased branches
 - Removal of suckers and low-hanging limbs
 - Shaping to maintain natural form and structural integrity
3. Pruning shall be performed in accordance with seasonal best practices:
 - Deciduous trees: dormant season unless otherwise required
 - Broadleaf evergreens: late winter or early spring
4. All pruning shall follow proper horticultural techniques, including branch collar cutting methods.

5. Trees shall be fertilized in late winter or early spring using a slow-release fertilizer appropriate for tree health and soil conditions. If severe nutrient deficiencies are observed, supplemental treatment methods such as liquid injection may be required.
 - a. Seasonal fertilization programs shall be implemented to support plant health, including periodic liquid fertilization during peak growing seasons as needed.
6. Individual trees located outside of planting beds shall be mulched with pine straw or other County-approved material two (2) times per year.

4.6.3 SHRUB MAINTENANCE

1. Shrubs shall be pruned as needed to:
 - Maintain shape and size
 - Encourage healthy growth and flowering
 - Prevent encroachment on structures, walkways, or signage
2. Pruning shall include removal of dead or damaged branches and general shaping for appearance.
3. Shrubs shall be fertilized in late winter or early spring using a slow-release fertilizer formulation appropriate for the plant type and seasonal conditions.

4.6.4 ANNUALS AND SEASONAL PLANTING

1. Seasonal plantings (annuals) shall be replaced twice annually, typically:
 - Fall planting: October 1 – November 1
 - Spring planting: April 15 – May 15
2. Contractor shall submit proposed plant types and quantities to the County for approval prior to installation.
3. Plant materials shall meet minimum size requirements as specified by the County.
 - a. Annual plant materials shall meet minimum size requirements of a 4-inch container (1801 flat tray) or as otherwise approved by the County.
4. Bed preparation shall include soil tilling, addition of organic matter, appropriate starter fertilizer, and other soil amendments necessary to promote plant establishment. Beds shall be mulched with County-approved mulch following planting.
5. Contractor shall maintain all seasonal plantings, including watering, fertilization, weed control, deadheading, insect and disease control, and general upkeep. Seasonal fertilization programs shall be implemented as needed, including periodic liquid fertilization during peak growing seasons.

Plant materials shall be installed in a uniform and consistent manner, including proper spacing to ensure full bed coverage and a professional appearance.

4.6.5 PERENNIALS, GROUNDCOVERS, AND BULBS

1. Perennials and groundcovers shall be maintained to promote healthy growth and an attractive appearance.
2. Maintenance shall include:
 - Fertilization in early spring
 - Pruning and trimming as necessary

- Removal of dead or unsightly growth
- 3. Seasonal cutbacks shall be performed at appropriate times based on plant type and condition.
- 4. Groundcovers shall be controlled to prevent overgrowth into adjacent areas.

The County reserves the right to direct specific pruning, plant replacement, or bed enhancements as necessary to maintain desired aesthetic standards.

4.7 IRRIGATION

The Contractor shall be responsible for monitoring, maintaining, and managing irrigation systems at all assigned County properties to support healthy landscape conditions while ensuring compliance with applicable regulations.

4.7.1 SYSTEM MONITORING AND OPERATION

1. The Contractor shall routinely monitor irrigation systems to ensure proper operation and adequate coverage for all landscaped areas.
2. Irrigation schedules shall be adjusted seasonally to promote plant health while avoiding overwatering or runoff.
3. The Contractor shall comply with all local, state, and regional water use restrictions, including drought conditions or mandatory conservation measures.
4. The Contractor shall be responsible for any fines or penalties resulting from failure to comply with applicable water restrictions.

The Contractor shall make routine adjustments to irrigation systems as necessary to ensure proper coverage, efficiency, and alignment with seasonal conditions.

4.7.2 REPAIRS AND MAINTENANCE

1. The Contractor shall identify and promptly report any irrigation system deficiencies, malfunctions, or damage to the County.
2. Repairs not caused by the Contractor shall:
 - Be documented
 - Submitted to the County with recommended corrective actions and cost estimates
 - Be performed only upon County approval
3. Approved repairs shall be billed as an additional service outside of the base contract cost.

4.7.3 DAMAGE RESPONSIBILITY

1. The Contractor shall be fully responsible for the repair of any irrigation system damage caused by its employees, subcontractors, or equipment.
2. The Contractor shall:
 - Immediately notify the County of any damage
 - Coordinate and complete repairs in a timely manner
 - Perform all repairs at no cost to the County

4.7.4 SEASONAL SYSTEM MANAGEMENT

1. The Contractor shall be responsible for:
 - Winterizing irrigation systems prior to freezing conditions
 - Activating, testing, and adjusting systems at the start of each growing season
2. Systems shall be inspected to ensure proper function, including:
 - Spray patterns
 - Coverage
 - Leaks or damaged components

The Contractor shall not perform any non-emergency repairs without prior written authorization from the County.

4.8 SPECIAL FACILITY REQUIREMENTS

Certain County facilities require additional or modified landscape services beyond standard maintenance. The Contractor shall provide the following services at designated locations, as applicable.

4.8.1 FAIRVIEW EMS AND SIMILAR FACILITIES

1. Turf areas shall be maintained to ensure a consistently neat and professional appearance during the growing season.
2. Mowing frequency shall be adjusted as necessary based on seasonal growth conditions and site visibility requirements.
3. Turf areas around walkways, hardscape features, signage, and other obstacles shall be maintained using appropriate equipment, including string trimming.
4. All hard surfaces shall be kept free of debris, clippings, and landscape material during each service visit.
5. Seasonal color bed maintenance to include pinching back, manual weed removal, and separation of plant types when applicable.
6. Weed control shall be maintained in expansion joints, curb lines, paver areas, drive lanes, and other hardscape features using approved herbicide or pre-emergent applications as necessary.

4.8.2 UNION COUNTY CEMETERY

1. Maintenance services shall be performed quarterly (four times per year) or as otherwise directed by the County.
2. Services shall include:
 - Removal of sucker growth from trees
 - Cutting of weedy vegetation
 - Treatment of regrowth using approved herbicides
3. All work shall be performed with care to avoid damage to grave markers, monuments, and surrounding areas.
4. Hand tools shall be used where necessary to minimize risk of damage.

4.8.3 SHERIFF'S OFFICE TRAINING CENTER

1. The Contractor shall provide bi-weekly mowing of septic areas and fence lines.
2. Services shall be performed in a manner that maintains safe and accessible conditions while preserving the integrity of the site.

4.8.4 UNION COUNTY RECYCLING SITES

1. All turf areas inside fenced areas and at road frontage will be maintained on a bi-weekly basis. Turf areas will be mowed during the active growing season, except when affected by weather conditions, and as needed during the dormant season. Turf in areas around walkways, hardscape features, site fixtures or other obstacles will be maintained using a string trimmer. Turf areas that cannot be mowed safely (i.e. swales, slopes, etc) will be maintained using a string trimmer. Landscape beds at Goldmine facility will be treated for weeds once per month.

4.8.4 ADDITIONAL SITE-SPECIFIC REQUIREMENTS

The County reserves the right to identify additional site-specific service requirements during the term of the contract. The Contractor shall accommodate such requirements as directed by the County.

4.9 SNOW & ICE REMOVAL

Snow and ice removal services shall be provided by the Contractor as requested by the County and shall not be considered part of routine landscape maintenance services unless otherwise specified.

4.9.1 SCOPE OF SERVICES

1. Upon request, the Contractor shall provide snow and ice removal services for:
 - Parking areas
 - Driveways
 - Sidewalks
 - Building entrances
2. Services shall be performed in a timely manner to maintain safe access for County staff and the public.
3. The Contractor shall utilize appropriate equipment and methods to effectively remove snow and ice without causing damage to County property.

4.9.2 MATERIALS AND METHODS

1. The Contractor shall use only County-approved de-icing materials.
2. The use of unapproved materials that result in damage to surfaces, landscaping, or infrastructure shall be the responsibility of the Contractor.
3. The Contractor shall be responsible for the repair or replacement of any damage caused by improper materials or application methods.

4.9.3 EXCLUSIONS

1. Snow and ice removal services are not required at designated park facilities unless specifically requested by the County.

4.9.4 COMPENSATION

1. Snow and ice removal services shall be compensated on a time and materials basis or as otherwise defined in the Cost Proposal.
2. Rates for equipment, labor, and materials shall be clearly identified in the Contractor's submitted pricing.

4.10 PERFORMANCE STANDARDS

The Contractor shall be responsible for proactively identifying and addressing conditions that do not meet these standards without requiring direction from the County.

The Contractor shall perform all services in a manner that maintains a consistently high level of quality, safety, and appearance across all County properties. The following performance standards shall apply to all work performed under this contract.

4.10.1 GENERAL EXPECTATIONS

1. All services shall be performed in accordance with industry best practices and the requirements outlined in this RFP.
2. All properties shall be maintained in a clean, safe, and well-maintained condition at all times.
3. Work shall be performed in a manner that minimizes disruption to County operations and the public.

4.10.2 APPEARANCE STANDARDS

1. Turf areas shall be:
 - Evenly cut
 - Free of excessive clippings, weeds, and debris
 - Maintained at specified heights
2. Planting beds shall be:
 - Free of weeds and unwanted vegetation
 - Clearly defined and properly edged
 - Uniformly mulched
3. Trees and shrubs shall be:
 - Properly pruned
 - Free of dead or damaged limbs
 - Maintained to prevent obstruction of walkways, signage, and structures
4. Hard surfaces shall be:
 - Clean and free of debris, clippings, and soil
 - Maintained in a safe condition for pedestrian and vehicle use

4.10.3 TIMELINESS OF SERVICES

1. Routine services shall be performed in accordance with agreed-upon schedules.
2. Service frequency shall be adjusted as necessary to maintain acceptable site conditions based on seasonal growth and weather conditions.
3. The Contractor shall respond to County requests, complaints, or identified deficiencies within three (3) business days, unless otherwise directed.

4.10.4 STAFFING AND SUPERVISION

1. The Contractor shall provide adequate staffing levels to meet all service requirements.
2. A designated point of contact shall be available for coordination with the County.
3. Contractor personnel shall be properly trained and supervised at all times.

4.10.5 SAFETY AND PROTECTION OF PROPERTY

1. The Contractor shall perform all work in a safe manner and in compliance with applicable safety regulations.
2. The Contractor shall take all necessary precautions to prevent damage to:
 - Buildings
 - Vehicles
 - Utilities
 - Landscaping and infrastructure
3. Any damage caused by the Contractor shall be reported immediately and repaired at no cost to the County.

4.10.6 QUALITY ASSURANCE

1. The Contractor shall implement a quality control process to ensure all work meets the requirements of this contract.
2. The County reserves the right to inspect all work and determine compliance with performance standards.

Failure to meet performance standards may result in required corrective action, withholding of payment, or termination of the contract in accordance with County policies.

4.11 INSPECTION AND DEFICIENCY CORRECTION

The County reserves the right to inspect all work performed under this contract to ensure compliance with the requirements and performance standards outlined in this RFP.

4.11.1 INSPECTIONS

1. County representatives may conduct routine or random inspections of any property at any time.
2. Inspections may include evaluation of:
 - Turf condition
 - Planting beds

- Tree and shrub maintenance
 - Cleanliness of site
 - Overall appearance and safety
3. The Contractor shall cooperate fully with County staff during inspections and provide access to all work areas as needed.

4.11.2 DEFICIENCY NOTIFICATION

1. If the County determines that services do not meet the requirements of this contract, the County will notify the Contractor of the deficiency.
2. Notification may be provided verbally or in writing and will identify the specific issue(s) requiring correction.

4.11.3 REPEATED DEFICIENCIES

1. Repeated failure to meet performance standards or correct deficiencies may be considered a breach of contract.
2. The County reserves the right to take further action, including termination of the contract, in accordance with applicable policies and contract terms.

4.11.4 CORRECTION OF DEFICIENCIES

1. The Contractor shall correct all identified deficiencies within two (2) business days, unless otherwise directed by the County.
2. All corrective work shall be performed at no additional cost to the County.
3. Failure to correct deficiencies within the required timeframe may result in:
 - The County performing or contracting the work and back-charging the Contractor
 - Withholding of payment
 - Additional corrective action as permitted under the contract

4.12 PROPERTY LOCATIONS

<u>FACILITY</u>	<u>ADDRESS</u>
AGRICULTURAL CENTER	3230 PRESSON ROAD, MONROE, NC
ANIMAL SHELTER	3340 PRESSON RD, MONROE NC
ARMPFIELD RECYCLING CENTER	5109 ARMPFIELD MILL ROAD, MONROE, NC
EMERGENCY SERVICES CENTER	2258 CONCORD AVE, MONROE, NC

EVENT CENTER AT JESSE HELMS PARK	307 CULTIVATION CIRCLE, MONROE, NC
FAIRVIEW EMS	7402 CONCORD HWY, MONROE, NC
FARMERS MARKET	805 SKYWAY DR., MONROE, NC
FIRING RANGE	1424 MILLS HARRIS RD., WINGATE, NC
SHERIFF'S OFFICE TRAINING CENTER	1424 MILLS HARRIS RD., WINGATE, NC
GOLDMINE RD RECYCLING CENTER	4600 GOLDMINE RD, MONROE NC
GOVERNMENT CENTER	500 N. MAIN ST., MONROE, NC
GROUP HOME	600 HONEYSUCKLE LN, MONROE, NC
HEALTH & HUMAN SERVICES	2330 CONCORD AVENUE, MONROE, NC
HISTORIC COURTHOUSE	300 N. MAIN ST., MONROE, NC
HISTORIC POST OFFICE	407 N. MAIN ST., MONROE, NC
JUDICIAL CENTER	400 N. MAIN ST., MONROE, NC

LOIS MORGAN EDWARDS LIBRARY	414 HASTY ST., MARSHVILLE, NC
MAIN LIBRARY/BOARD OF ELECTIONS	316 E. WINDSOR ST., MONROE, NC
PARKWOOD RECYCLING CENTER	3214 PARKWOOD SCHOOL RD, MONROE, NC
<u>PATTON AVENUE COMPLEX:</u>	
COUNTY GARAGE	610A PATTON AVENUE, MONROE, NC
INSTALL SHOP	610A PATTON AVENUE, MONROE, NC
TIRE SHOP	610A PATTON AVENUE, MONROE, NC
PIEDMONT RECYCLING CENTER	3005 LOVE MILL RD, MONROE, NC
PROGRESS BUILDING	1407 AIRPORT RD., MONROE, NC
PUBLIC SCHOOL ADMIN. BUILDING	400 N. CHURCH ST., MONROE, NC
<u>PUBLIC WORKS OPERATIONS CENTER COMPLEX:</u>	
ADMINISTRATION BUILDING	4600A GOLDMINE RD., MONROE, NC
EQUIPMENT BUILDING	4600A GOLDMINE RD., MONROE, NC
SHOPS BUILDING	4600A GOLDMINE RD., MONROE, NC
STORAGE BUILDING	4600A GOLDMINE RD., MONROE, NC
WAREHOUSE BUILDING	4600A GOLDMINE RD., MONROE, NC

SHERIFF'S OFFICE	3344 PRESSON RD, MONROE NC
SOUTHWEST REGIONAL LIBRARY	1720 CUTHBERTSON RD, WAXHAW, NC
UNION COUNTY CEMETERY	ADJACENT TO 506 CRESTHAVEN DR, MONROE, NC
UNION WEST LIBRARY	123 UNIONVILLE-INDIAN TRAIL RD., INDIAN TRAIL, NC
WHITE STORE RECYCLING CENTER	4517 WHITE STORE RD, WINGATE, NC

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company (“Offeror”) in response to this solicitation shall become the property of Union County and will not be returned to the Offeror. Any and all costs incurred by an Offeror in preparing, submitting, or presenting submissions are the Offeror’s sole responsibility and Union County shall not reimburse the Offeror. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Offeror considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Offeror must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Offeror understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Offeror’s materials which was properly labeled by the Offeror as a trade secret, Union County will notify the Offeror of the request and the date that such materials will be released to the requestor unless the Offeror obtains a court order enjoining that

disclosure. If the Offeror fails to obtain the court order enjoining disclosure prior to that date, Offeror understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Offeror also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Offeror.

5.2 DUPLICATE PROPOSALS

No more than one (1) proposal from any Offeror will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

5.3 PROPOSAL FORMAT

The County desires all responses to be identical in format. While the County's format may represent a departure from the Offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to Section 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size; special graphics may be included on 11" x 17" paper with an 11-point minimum text size, if necessary. These special graphics pages will count toward the 25-page limit. The 11-point minimum text size does not apply to graphics, captions, tables, or figures, and there is no specific font style required.

Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format

of the proposal requirements along with tabs identifying each section and subsection. Include examples of procedures, reports, or other information where applicable

The proposal should be organized and identified by sections as follows:

- **Section A** – Cover Letter
- **Section B** – Project Team
- **Section C** – Project Experience
- **Section D** – Project Management, Approach and Quality Control
- **Section E** – References
- **Section F** – Cost Proposal
 - Appendix A – Cost Proposal (completed); submit with Proposal
- **Section G** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

There are eight (8) Sections to this proposal. The instructions for each Section are outlined below.

Omissions and incomplete answers may be deemed unresponsive.

5.3.1 SECTION A – COVER LETTER

The proposal must include a cover letter attesting to its accuracy and signed by an individual authorized to execute binding legal documents on behalf of the Offeror. Include the following:

- Legal company name and DBA (if applicable).
- Company address, telephone number and website address.
- Location providing service, address, and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension, and email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension, and email address.
- Stipulate that the proposal price will be valid for a period of 120 days.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: *“The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”*

5.3.2 SECTION B – PROJECT TEAM

Provide a detailed description of the team that will be assigned to perform the services under this contract. Include:

- Organizational chart identifying key personnel
- Project Manager / primary point of contact

- Field supervisors and crew structure
- Relevant experience of key personnel in landscape maintenance
- Professional licenses or certifications (pesticide, irrigation, etc.)
- Years of experience with the firm
- Estimated availability and level of involvement

5.3.3 SECTION C – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects demonstrating the firm’s experience providing landscape maintenance services for government, commercial, or institutional clients.

Include:

- Client name and contact information
- Description of services provided
- Size and complexity of sites
- Duration of contract
- Annual contract value (if available)

Additionally, describe the firm’s experience managing multi-site contracts and maintaining consistent service quality across multiple locations.

Dispute Disclosure:

Disclose any litigation, claims, or disputes within the past five (5) years related to service delivery.

5.3.4 SECTION D – PROJECT APPROACH AND QUALITY CONTROL

Provide a detailed description of the firm’s approach to delivering landscape maintenance services, including:

- Service scheduling and frequency management
- Quality control and inspection processes
- Staffing and crew management
- Equipment and technology used
- Communication with County staff
- Approach to handling service requests and deficiencies
- Safety practices and procedures

Describe how the firm ensures consistent service quality across multiple sites.

5.3.5 SECTION E – REFERENCES

Provide, at a minimum, five (5) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and one former client that stopped doing business with you and include the following:

- Company/Government Entity
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship

5.3.6 SECTION F – COST PROPOSAL

The Offeror shall submit a completed **Appendix A – Cost Proposal Form** as part of its proposal.

Pricing shall include:

- Annual cost per site as identified in Appendix A
- Any additional services or optional pricing (if applicable)
- Hourly rates for additional services (if applicable)

All pricing shall be fully inclusive of all labor, supervision, equipment, materials, transportation, and overhead required to perform the services described in this RFP.

No additional charges will be accepted unless specifically identified in the Cost Proposal or approved in advance by the County.

5.3.7 SECTION G – REQUIRED SIGNATURE FORMS

Offerors must include completed copies of the following documents:

- Appendix A – Cost Proposal (completed); submit with proposal
- Appendix B – Proposal Submission Form (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors.

4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

6.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Project Team & Qualifications <i>Qualifications, certifications, and experience of key personnel, including project manager, supervisors, and field crews.</i>	30%
Relevant Project Experience & Past Performance <i>Experience with similar multi-site landscape maintenance contracts, particularly for government or institutional clients. Includes reliability, consistency, and client satisfaction.</i>	25%
Project Approach and Quality Control <i>Understanding of the scope, service delivery approach, scheduling, quality control measures, staffing plan, and ability to maintain consistent service across multiple locations.</i>	25%
Cost Proposal	20%

After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed firms to interview. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach, Implementation and Staff	70%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	30%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

6.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms. It is understood that any proposal submitted will become part of the public record.

The County reserves the right to award to multiple vendors.

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

The County reserves the right to award to the Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration all evaluation factors.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award may have an initial term of three (3) years with two (2) one-year renewal options at the County's discretion, pending annual budget approval.

By mutual agreement, any contract which may be awarded pursuant to this RFP, may be renewed in accordance with the description above at agreed prices with all other terms and conditions remaining the same.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

7.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

7.3 SUB-OFFEROR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-consultants, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-consultants.

7.4 EXCEPTION TO THE RFP

An "exception" is defined as the Offeror's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Offeror provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Offeror's solution, must be described in detail.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

7.6 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.8 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Offeror and any Sub-Consultant performing work under this contract: (a) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Offeror maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Service Provider/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS’ COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where Contractor has three or more employees) covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. POLLUTION LIABILITY INSURANCE
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

- F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any

insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Union County Risk Manager
500 N. Main Street
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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8 APPENDIX A – COST PROPOSAL

RFP 2026-071 Landscape Services

SUBMIT WITH PROPOSAL

Company Name: _____

8.1 BASE ANNUAL COST PER SITE

Appendix A – Cost Proposal (Part 1: Base Services)

Facility	Annual Cost
Agricultural Center	\$
Animal Shelter	\$
Armfield Recycling Center	\$
Emergency Services Center	\$
Event Center at Jesse Helms Park	\$
Fairview EMS	\$
Farmers Market	\$
Firing Range	\$
Sheriff's Office Training Center	\$
Goldmine Rd Recycling Center	\$
Government Center	\$
Group Home	\$
Health & Human Services	\$
Historic Courthouse	\$
Historic Post Office	\$
Judicial Center	\$

Facility	Annual Cost
Lois Morgan Edwards Library	\$
Main Library / Board of Elections	\$
Parkwood Recycling Center	\$
Patton Avenue Complex	\$
Piedmont Recycling Center	\$
Progress Building	\$
Public School Admin Building	\$
Public Works Operations Center	\$
Sheriff's Office	\$
Southwest Regional Library	\$
Union County Cemetery	\$
Union West Library	\$
White Store Recycling Center	\$
Total Annual Cost:	\$
NOTE: In the event there is a disparity between per property annual cost and the extended total cost, per property annual costs shall prevail.	

The base annual cost shall include all routine landscape maintenance services as described in Section 4 of this RFP, including mowing, edging, pruning, fertilization, irrigation monitoring, seasonal maintenance, and general grounds upkeep.

8.2 ADDITIONAL SERVICES

Appendix A – Cost Proposal (Part 2: Additional Services)

Service	Unit	Unit Cost
Mulch Installation	Per Cubic Yard	\$
Pine Needle Installation	Per Bale	\$
Plant Replacement (Annuals)	Per Unit	\$
Plant Replacement (Shrubs)	Per Unit	\$
Tree Installation	Per Unit	\$
Bed Preparation / Replanting	Per Hour or SF	\$
Irrigation Repair Labor	Per Hour	\$
Irrigation Materials	At Cost + % Markup	%
Turf Repair / Sod Installation	Per SF	\$
Aeration / Overseeding (Additional)	Per SF or Acre	\$
Storm Cleanup	Per Hour	\$
Debris Hauling	Per Load	\$

8.3 SNOW & ICE

Appendix A – Cost Proposal (Part 3: Snow & Ice Removal)

Service	Unit	Cost
<i>Snow Removal (Plow)</i>	<i>Per Hour</i>	<i>\$</i>
<i>Snow Removal (Power Broom)</i>	<i>Per Hour</i>	<i>\$</i>
<i>Skid Steer w/ Operator</i>	<i>Per Hour</i>	<i>\$</i>
<i>Sidewalk Hand Removal</i>	<i>Per Hour</i>	<i>\$</i>

Service	Unit	Cost
<i>Ice Melt Material</i>	<i>Per Ton / Bag</i>	\$

8.4 OTHER FEES

Other Fees / Charges (if any)

Description	Cost
	\$
	\$

9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2026-071 Landscape Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2026-071 Landscape Services

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

11 APPENDIX D – TEMPLATE CONTRACT

RFP 2026-071 Landscape Services

DO NOT SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter “Union,” and [Contractor’s full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is _____, hereinafter “Contractor.”

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain [briefly describe services here] services; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the “Services”), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union’s Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the “Initial Term”). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ___ [number of possible additional terms, as stated in the RFP] additional ___ [number of years in each renewal term]-year terms, each a “Renewal Term,” upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days’ written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the

“Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor’s income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor’s own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS’ COMPENSATION. No workers’ compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers’ compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no

assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

[CONTRACTOR'S FULL LEGAL NAME]

By: _____ (SEAL)

Approved as to Legal Form _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.