

STATE OF NORTH CAROLINA

Rowan-Cabarrus Community College

Request for Proposal #: 121-020725BB

Lawn Maintenance Services

Date of Issue: February 7, 2025

Proposal Opening Date: March 18, 2025

At 2:00 PM ET

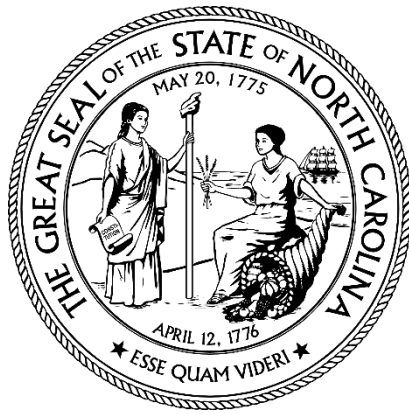
Direct all inquiries concerning this RFP to:

Ben Brown

Facilities Operations and Maintenance Manager

Email: ben.brown@rccc.edu

Phone: 704-216-3453



STATE OF NORTH CAROLINA

Request for Proposal

121-020725BB

For internal State agency processing, including tabulation of proposals in the North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g., Social Security 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and

STATE OF NORTH CAROLINA
Rowan-Cabarrus Community College

Refer <u>ALL</u> Inquiries regarding this RFP to: Ben Brown ben.brown@rccc.edu 704-216-3453	Request for Proposal # 121-020725BB Proposals will be publicly opened: March 18, 2025, at 2:00PM via Zoom. A LINK for the meeting will be provided via Addendum
Contract Type: Open Market	Using Agency: Rowan-Cabarrus Community College
Commodity No. and Description: 988-36 Grounds & Roadside Maintenance, Mowing, Edging, Plant	Requisition No.: N/A

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 certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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. 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 Contract; 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot 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 #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
<small>*If submitting an electronic response Vendor has two options: 1) Vendor may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Vendor may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its proposal</small>		

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the **Rowan-Cabarrus Community College** shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accept, and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of Rowan-Cabarrus Community College

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1.0 PURPOSE AND BACKGROUND

Rowan-Cabarrus Community College (the College) is requesting proposals from qualified Vendors for Lawn Maintenance Services and Optional/Alternate services of Emergency Response on an as-needed basis for the North, South, CBTC and Advanced Technology Center campuses of Rowan-Cabarrus Community College. Please reference **Exhibit A – Rowan-Cabarrus Community College Locations** and **Exhibit C – Maps**. The College reserves the right to award to multiple vendors if it is in the best interest of the College.

There are no minimum or maximum quantities guaranteed. The College shall only be responsible for service performed by the awarded Vendor(s). The College reserves the right to increase or decrease the services and/or quantities, as needed, as a result of usage and/or budgetary restrictions. **Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.** The services may be adjusted based on additions or deletions of areas because of construction, renovation and budget during the course of the year. The total cost for the changes will also be adjusted based on the Proposal Cost Sheet in this RFP.

The terms vendor, contractor, offeror and bidder are used interchangeable throughout this document.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in **Section 2.5 PROPOSAL QUESTIONS**. 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 and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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. ***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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.***

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.3 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	Friday, February 7, 2025
Hold Pre-Proposal Meeting/Site Visit	State	Wednesday, February 19, 2025 10:00 AM
Submit Written Questions	Vendor	Thursday, February 27, 2025, by 12:00 Noon
Provide Response to Questions	State	Thursday, March 6, 2025, by 5:00 PM via addendum
Submit Proposals in pdf format via email to CollegeEnvironment@rccc.edu	Vendor	Tuesday, March 18, 2025, at 2:00 PM, (opening via Zoom, link to be provided in addendum)
Contract Award	State	Tuesday, April 1, 2025
Contract Effective Date	State	Thursday, May 1, 2025

2.4 MANDATORY SITE VISIT

Mandatory Site Visit - Date: **Wednesday, February 19, 2025**
Time: **10:00 AM Eastern Time**
Contact #: **Ben Brown 704-216-3453** or **ben.brown@rccc.edu**

Instructions: It shall be **MANDATORY** that each Vendor representative be present for a pre-proposal site visit on **February 19, 2025**. Attendees must meet promptly at **10:00 AM** Eastern Time at **Rowan-Cabarrus Community College, North Campus, in the courtyard between N101 and N102, 1333 Jake Alexander Blvd. S, Salisbury, NC 28146**. The group will then proceed to the Advanced Technology Center in Kannapolis, NC, and then to the South Campus in Concord, NC, and CBTC in Concord, NC. Please see the addresses in *Exhibit A – Rowan-Cabarrus Community College Locations*. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED.** Submission of a proposal shall constitute sufficient evidence of this compliance.

HUB certified contractors are encouraged to submit a bid for this project.

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

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 Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ben Brown at ben.brown@rccc.edu by the date and time specified above. Vendors should enter “**RFP # 121-020725BB Questions**” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a 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), <http://www.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 an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—delivered by hand, U.S. Postal Service, courier or other delivery service. Electronic submittals via email are requested. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. An email will be sent to the Vendor confirming receipt of the proposal. Any proposal-submitted after the proposal deadline will be rejected.

All proposals shall be submitted in pdf format via email	
PROPOSAL NUMBER: 121-020725BB	PROPOSAL NUMBER: 121-020725BB ATTN: RFP 121-020725BB CollegeEnvironment@rccc.edu

- a) Submit **one (1) signed, original executed** proposal
- b) Submit your proposal via email as noted above. An email confirming receipt of your proposal will be sent via return email. Digital files will not be opened by anyone until the public bid opening via Zoom meeting. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separately and marked accordingly in the comment line of the email. Proposals are subject to rejection unless submitted with the information above included on the email comment line.
- c) Electronic Copies of proposal File contents **shall NOT** be password protected but shall be in .PDF format and shall be capable of being copied to other sources.

The file must contain the entire Technical and Cost Proposal including any proprietary information.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State's electronic vendor portal 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.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items, and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A – INSTRUCTIONS TO VENDORS

- e) ATTACHMENT B – NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT C - PRICING
- g) Completed and signed version of ATTACHMENT D - LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT E - CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT F - SUPPLEMENTAL VENDOR INFORMATION
- j) Completed and signed version of ATTACHMENT G - SCOPE OF WORK
- k) EXHIBIT A – ROWAN-CABARRUS COMMUNITY COLLEGE LOCATIONS (Does not have to be returned)
- l) EXHIBIT B – REFERENCES
- m) EXHIBIT C – MAPS (Does not have to be returned)

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: **“Alternate Proposal #121-020725BB - for ‘name of Vendor’”**. Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service 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.

Alternate Proposal #1 – provide pricing for same scope of work using all gas powered equipment.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **CONTRACT LEAD:** Representative of the Rowan-Cabarrus Community College who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- e) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- g) **LOT:** A grouping of similar products within this RFP.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- j) **RFP:** Request for Proposal
- k) **RCCC:** Rowan-Cabarrus Community College
- l) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- m) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below (in this section).

While the intent of this RFP is to award a Contract(s) to 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 status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. **A Vendor not in compliance with this provision shall be disqualified from contract award**, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

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

Proposals will be received from each responsive Vendor via email.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly via Zoom (a Zoom link will be provided via addendum) and the name of the Vendor and total cost offered will be announced. 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.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to eVP 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.

3.4 EVALUATION CRITERIA

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

Technical (60 Maximum Points)

Experience (Section 4.6)	20 Points
Company Profile (Section 4.5, 4.11 and 5.2)	15 Points
References and Recommendations (Section 4.7)	15 Points
All Battery Powered Equipment	10 Points

Price (40 Maximum Points)

Example: The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 40. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{40}{\text{the cost of the lowest cost proposal}} \times \frac{\text{the cost of the cost proposal being evaluated}}{\text{the cost of the lowest cost proposal}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: 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:

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department 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 and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years for battery power**. [The Vendor shall begin work under the Contract on May 1, 2025.](#)

Alternate term bid – price for one (1)-year term. The State would have to grant special permission to award a contract for more than 1 year but if the price is favorable the College would partition the state for a longer-term approval. This option may be more favorable to a contractor wanting to invest in battery powered equipment.

Send a separate bid sheet for each term and equipment you would like to be considered for.

At the end of the Contract’s first term, the State shall have the option, in its sole discretion, [to renew the Contract on the same terms and conditions in increments of one \(1\) month, three \(3\) months, six \(6\) months, or one \(1\) year increments but not to exceed three \(3\) years total](#). The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

a) **The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.**

b) Invoices must be submitted to the following address:

	Rowan-Cabarrus Community College
	ATTN: AP Contracts
	PO Box 1595
	Salisbury, NC 28145-1595
Or via email	ap-contracts@rccc.edu

c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.

- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.4 PAYMENT TERMS

The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal net thirty (30) calendar days after the Vendor's monthly invoice is approved by the College.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: 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.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience **with public and/or private sector clients with similar or greater size and complexity to the Rowan-Cabarrus Community College**. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.7 REFERENCES

Vendors shall provide at least **three (3) references** for which your company has provided Services of similar size and scope to that proposed herein. The State **shall contact** these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained ***shall*** be considered in the evaluation of the proposal. **Please complete Exhibit B: References.**

4.8 BACKGROUND CHECKS

Any personnel or agent of the 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.

4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall 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.

4.10 LICENSES

Vendor must submit a copy of a valid pesticide license to perform the Scope of Work.

4.11 VENDOR'S REPRESENTATIONS

- a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. 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).

- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this 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 Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue 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.

5.0 SCOPE OF WORK

5.1 GENERAL

Rowan-Cabarrus Community College (the College) is requesting proposals for Lawn Maintenance Services and Optional/Alternate services of Emergency Response on an as-needed basis for the North, South, CBTC and Advanced Technology Campuses of Rowan-Cabarrus Community College as well as alternate proposal for all gas powered equipment is requested. The Specific Scope of Work Information is in **ATTACHMENT G: SCOPE OF WORK.**

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. Vendor shall be able to complete the scope of work within one day per campus. Vendor shall demonstrate in its proposal that Vendor is capable of meeting this requirement including, but not limited to, a staffing plan and resources and provide a list of equipment types and quantities to be used for this project.

5.3 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.4 LIQUIDATED DAMAGES

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages. Specifically, anything damaged on the College campuses must be repaired or replaced to the original condition prior to the damage. If there is a breach and the Vendor does not perform work, the Vendor will be required to pay the State/College for one (1) month while the College contracts with another vendor to replace services.

5.5 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to three (3) months after such end date all such reasonable transition assistance requested by the State, 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 deemed to be governed by the terms and conditions

of this 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 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.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Project 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.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 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.

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ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals to the designated office at the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to execute page 1 of the RFP (EXECUTION PAGE) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT B: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses submitted meet the following:
 - [It is requested that all proposals be submitted via email.](#)
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. **In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.**
10. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

11. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
13. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
14. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
15. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
16. **TABULATIONS:** Bid tabulations can be electronically retrieved at the North Carolina Electronic Vendor Portal, <https://www.evp.nc.gov>. Click on the Browse Solicitations icon, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on eVP, and requests for additional details or information concerning such tabulations cannot be honored.

17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Electronic Vendor Portal, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
18. **WITHDRAWAL OF PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
19. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this RFP and in formal Addenda issued through eVP.
20. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. NON-DISCRIMINATION:

- a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

9. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

10. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

11. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

12. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are

authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- 15. INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of or have any contractual relationship with the State.
- 16. KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in the Vendor's proposal.
- 17. SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
- 18. CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
- 19. CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of this Contract or purchased by or for the State for this Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.
- 20. PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this Contract shall become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully paid, perpetual license to copy, distribute and adapt the preexisting works.
- 21. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 25. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

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ATTACHMENT C: PRICING

Please include the annual cost for each line item for each campus. Price per acre would only be used if significant areas are added or subtracted from contract.

Term: (Gas) 1 Year _____ (Battery) 3 Year _____

Equipment: Internal Combustion _____ Battery Powered _____

North Campus – 31 Acres

Turf Maintenance – Mowing/Edging/Cleanup \$ _____

Weed, Disease & Insect Control \$ _____

Total Amount North Campus \$ _____

***Price Per Acre, if needed, for changes in services \$ _____

South Campus – 10.7 Acres

Turf Maintenance – Mowing/Edging/Cleanup \$ _____

Weed, Disease & Insect Control \$ _____

Total Amount South Campus \$ _____

***Price Per Acre, if needed, for changes in services \$ _____

CBTC – 4.5 Acres

Turf Maintenance – Mowing/Edging/Cleanup \$ _____

Weed, Disease & Insect Control \$ _____

Total Amount CBTC Campus \$ _____

***Price Per Acre, if needed, for changes in services \$ _____

ATC – 1.0 Acres

Turf Maintenance – Mowing/Edging/Cleanup \$ _____

Weed, Disease & Insect Control \$ _____

Total Amount ATC Campus \$ _____

***Price Per Acre, if needed, for changes in services \$ _____

ATTACHMENT C: PRICING (Cont.)**OPTIONAL/ALTERNATES – Additional Services****Emergency Response (as needed only):****Not required to respond.**

1. Labor - Three (3) Person Crew \$ _____ (\$/hr)
2. Equipment - Chainsaws, 12-inch clipper,
Misc. equipment, vehicle, fuel, supplies, etc. \$ _____ (\$/hr)

Note: Labor rate should be for the entire 3-person crew. Example: If you charge \$30 per hour per person you should enter \$90 per hour in the blank.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) **Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) **The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States** ☐ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) **Identify all U.S. locations at which performance will occur:**

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification, and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature _____ Date _____

Printed Name _____ Title _____

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification: _____

ATTACHMENT G: SCOPE OF WORK

1. Turf Maintenance - Mowing, Edging and Cleanup**1.1. Mowing**

- 1.1.1. Mow all turf areas throughout the year, as necessary. Maintain turf height at a "literal" four (4) inches (not a #4 on the mower). Do not allow grass to exceed six (6) inches before the next mowing. Once mowing cycle has begun work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the College. Minimum number of times 36, estimated number of times 42.
- 1.1.2. Contractor shall not mow in the same track on consecutive weeks to prevent tracking and rutting.
- 1.1.3. No heavy mowers will be allowed on slopes and banks to prevent tracking and rutting. If rutting occurs, Contractor must fill with topsoil and re-seed within one month of occurrence or detection during the growing season.
- 1.1.4. The areas around all ponds must be mowed at least on a bi-weekly basis. Riding mowers **WILL NOT** be permitted on the banks nor in the basins. Push mowers with baggers must be used in the basins and grass clippings must be removed.
- 1.1.5. Mowers shall be of commercial quality and free from major oil and fluid leaks.
- 1.1.6. If zero-turn mowers are used, refrain from locking the pivot wheel which may cause turf damage.
- 1.1.7. All hard services, parking lots, walks, patios, and especially curbs must be blown or swept weekly or as needed 12 months out of the year. Blowing debris into beds, natural areas or on lawn is not acceptable. It must be removed.
- 1.1.8. Scheduled mowing days are preferred, but the Contractor needs to be flexible due to the weather. The College prefers the lawn not be mowed when the grass is wet, or ground is soft to prevent tracking and rutting.

1.2. Edging

- 1.2.1. Mechanically edge curbs, walks and other surfaces where turf has grown over or onto. Do not exceed a one (1) inch depth nor a one half (1/2) inch width when edging adjacent to surfaces where pedestrian traffic occurs. Remove excess edging material at each mowing cycle.
- 1.2.2. Edge bed lines to maintain a neat division between turf and bed areas.

1.3. Cleanup of Grass, Leaves, Trash & Debris

- 1.3.1. All branches, limbs, sticks, and other debris and trash should be removed from the turf areas on a weekly basis 12 months of the year as well as prior to mowing. Trash shall be disposed in the college's trash containers. Organic debris - tree limbs, branches, pinecones, seed balls - shall be transported and deposited in a designated area on each campus.

- 1.3.2. Remove and dispose of cut excessively long and windrowing grass on the same day it was mowed. Remove any clippings or leaves blown onto paved areas or walkways during mowing on the same day as mowed. Do not blow clippings, leaves, or debris into storm drains, air conditioner units, buildings, vehicles, windows, landscape beds, mulched areas, etc.

2. Turf Maintenance - Fertilizing and Liming

The College is responsible for liming and fertilizing all campuses. If the Vendor chooses to use weed control in turf by using a combination herbicide with fertilizer, then the Vendor must inform the contract administrator prior to application.

3. Leaves, Trash and Debris Removal

- 3.1. Provide supplementary maintenance of the landscape areas of the College as follows:

- 3.1.1. Collect fallen leaves on an as needed basis from all turf, plant, and mulch areas to maintain a well- groomed appearance. Do not allow large accumulations of leaves to remain. Transport and deposit leaves to a designated composting facility on each campus, if applicable. Trash shall be disposed in the college's trash containers. Organic debris - tree limbs, branches, pinecones, seed balls - shall be transported and deposited in a designated area on each campus, if applicable. Leaf pick-up should begin in mid-October. Pick- up should be twice a week in November, or as needed to maintain a clean lawn. Collect all fallen leaves or blow them into woods or natural areas. Mulching the leaves and leaving them on the lawn is unacceptable.

- 3.2. Ornamental Tree and Shrub Trimming

- 3.2.1. All ornamental tree and shrubbery trimming will be done by the College and will NOT be performed by the Vendor.

4. Weed, Disease and Insect Control

- 4.1. Weed Control

- 4.1.1. Use only non-burning herbicides.
- 4.1.2. Do not allow chemicals to leach into shrub and bed areas and into tree root systems.

- 4.2. Application

- 4.2.1. Time applications to prevent burning of turf by any material applications.
- 4.2.2. Clean up all fertilizer and weed control materials from paved areas immediately after application.

- 4.3. Schedule Apply - pre and post emergent herbicides and insecticides at the below listed schedules:

- 4.3.1. **Early Spring (February 15-March 15)**
 - 4.3.1.1. Pre-emergent herbicide (rate may be split with remaining half applied in Spring)
 - 4.3.1.2. Broadleaf post emergent herbicide
- 4.3.2. **Spring (March 15 - April 15)**
 - 4.3.2.1. Pre-emergent herbicide (remaining half rate may be applied)
 - 4.3.2.2. Liquid broadleaf post emergent herbicide as a spot application
- 4.3.3. **Late Spring (May 15 - June 15)**
 - 4.3.3.1. Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
- 4.3.4. **Late Summer (August 15 - September 15)**
 - 4.3.4.1. Granular application of white grub control
- 4.3.5. **Fall (October 15 - December 15)**
 - 4.3.5.1. Liquid broadleaf post emergent herbicide as a spot application
- 4.4. **Documentation:** Submit all labels and SDS from pesticides to the College for approval prior to application.
- 4.5. Use Integrated Pest Management (IPM) to control insects, diseases and weeds. Scout for disease, insect, and mite pests on all plant material including turf, trees, shrubbery, and ground covers and apply pesticides as needed to control diseases, insects and mites each time work is performed. This includes all pests that affect the plant material or may be hazardous to the general public. Treat fire ants and mounds, yellow jackets, wasps, hornets, or other nuisance pests upon detection with the appropriate chemical without endangering workers or the public. The College will not dictate the type of chemicals, but weekly/biweekly inspections will need to be made to work toward eradication of fire ants.
- 4.6. Spray and kill vegetation occurring within asphalt and concrete cracks, walks, and medians as well as median tips, dividers, expansion joints, curbs and gutters; around rip-rap areas, signposts, guy wires, fire hydrants, guardrails, fence lines, or other such areas which cannot be properly maintained otherwise. **SPRAY BANDS ARE NOT PERMITTED AROUND MULCHED AREAS** . Provide weed control on a weekly basis or as needed throughout the year.
- 4.7. Use pre-emergent and post emergent herbicides, hand weeding, and mulch to keep the open ground between plants and in ground cover areas weed free. Leaching of chemicals into turf areas is not acceptable.
- 4.8. Ensure all chemical applications conform to NCDA pesticide laws and applicable federal laws. All chemicals and pesticides proposed for use require prior approval by the College Project Manager. Pesticide license required for application. This will cover all employees working for the service provider.
- 4.9. Control all weeds and vines on trees, shrubbery, or perennials upon detection.

4.10. Pre-emergent Herbicide Applications:

4.10.1. Apply pre-emergent herbicides according to label rates, to all landscape areas, mulched areas, and natural areas as specified in Section 4.5 above.

4.11. Post-emergent Herbicide Applications.

4.11.1. Apply post-emergent herbicides according to label rates, weekly or as needed to keep landscaped areas weed free.

4.12. Fence lines, parking lots, etc.

4.12.1. Control all weeds and vegetation on fence lines, parking lots and curb line cracks and crevices, etc. on a weekly basis or as needed throughout the year to keep these areas weed free.

EXHIBIT A: ROWAN-CABARRUS COMMUNITY COLLEGE LOCATIONS

North Campus

1333 Jake Alexander Blvd. South
Salisbury, NC 28146

South Campus

1531 Trinity Church Rd.
Concord, NC 28027

CBTC Campus

660 Concord Parkway North
Concord, NC 28027
(This includes 650 Concord Parkway – CBTC Annex)

Advanced Technology Center

525 John Snow Dr.
Kannapolis, NC 28081

See our webpage for maps www.rccc.edu

EXHIBIT B: REFERENCES

Name of Organization	Contact	Phone & Email	Type of Service	Approximate Grounds Size

***NOTE: Please provide both phone and email so we may contact them both ways if needed.
Thank you!***

EXHIBIT C: MAPS

North Campus – Est. 31 Acres

February 5, 2025

Jake Alexander Blvd., S. @ 75 I-85

Green areas included.

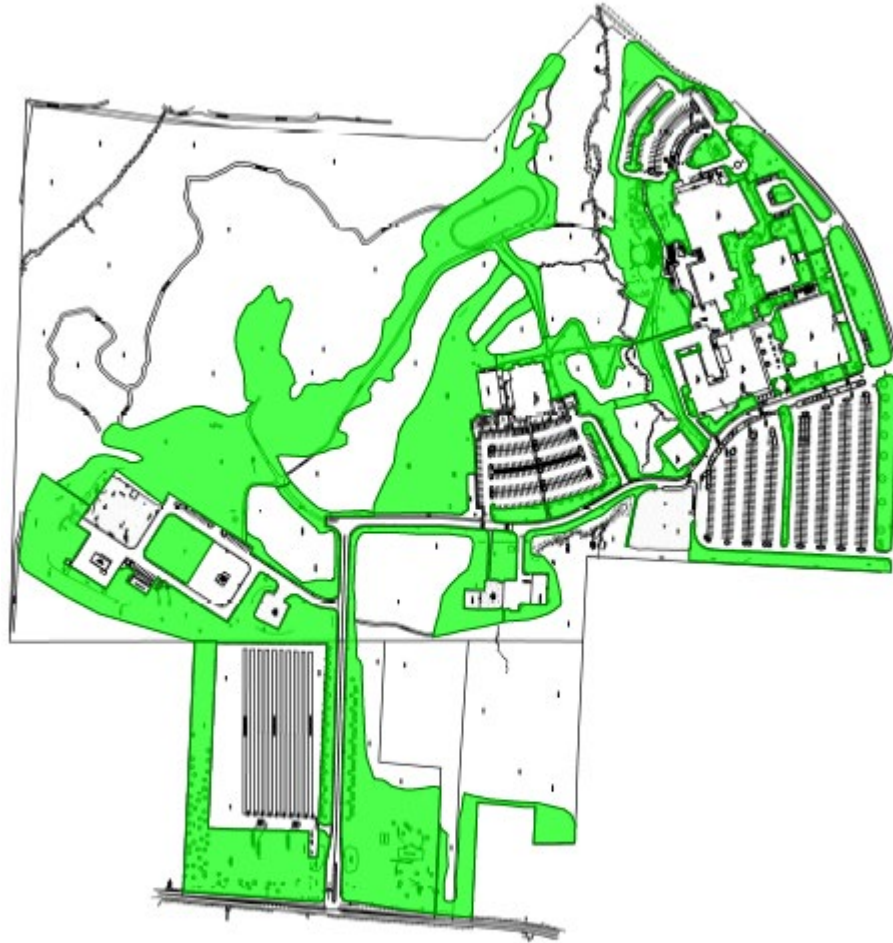


EXHIBIT C: MAPS (Continued)

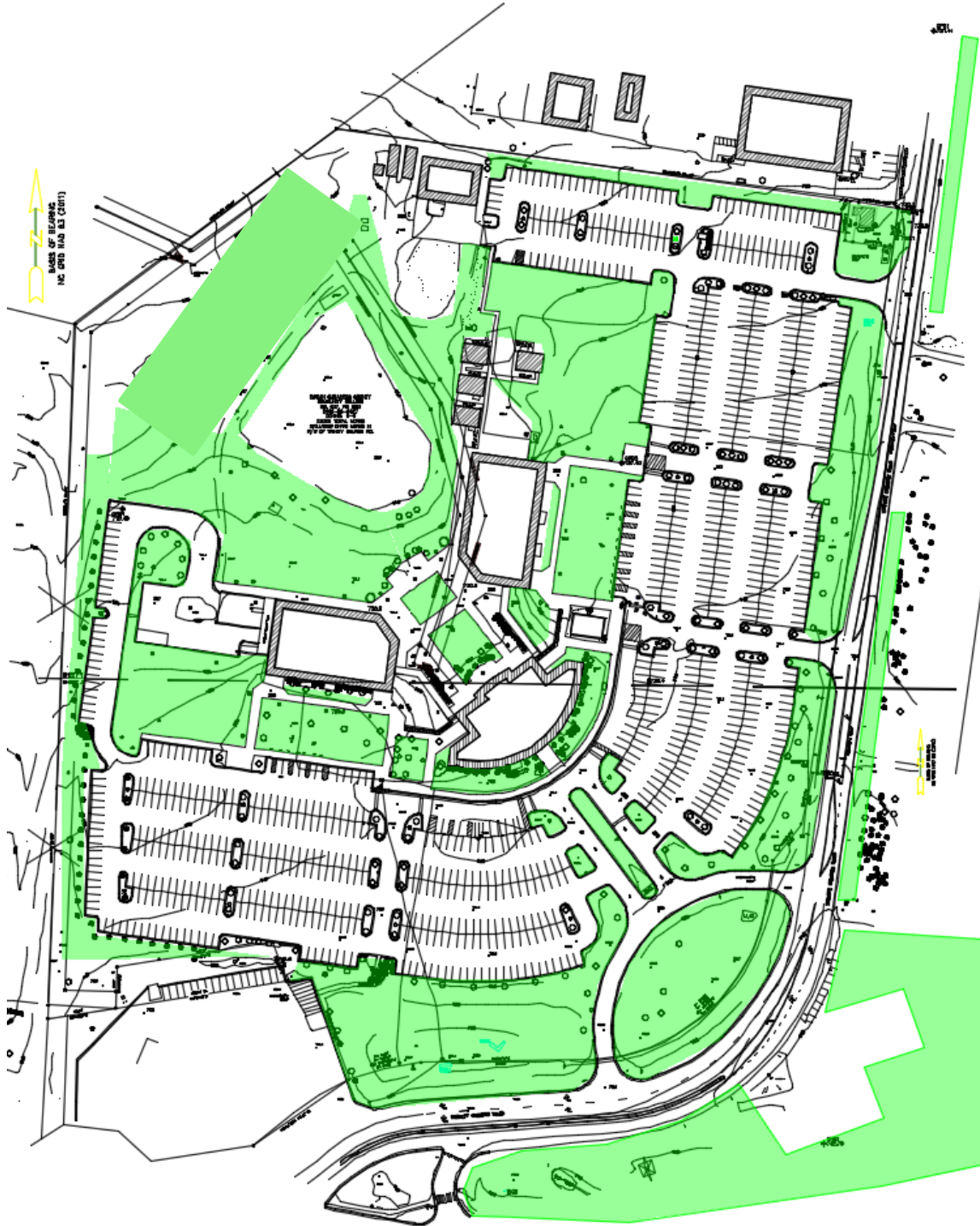
South Campus – Est. 10.7 Acres

October 21, 2019

1531 Trinity Church Road @ Hwy 73 & Exit 55 I-85

Green areas included.

Brown areas excluded.



March 29, 2018

Brown areas excluded.

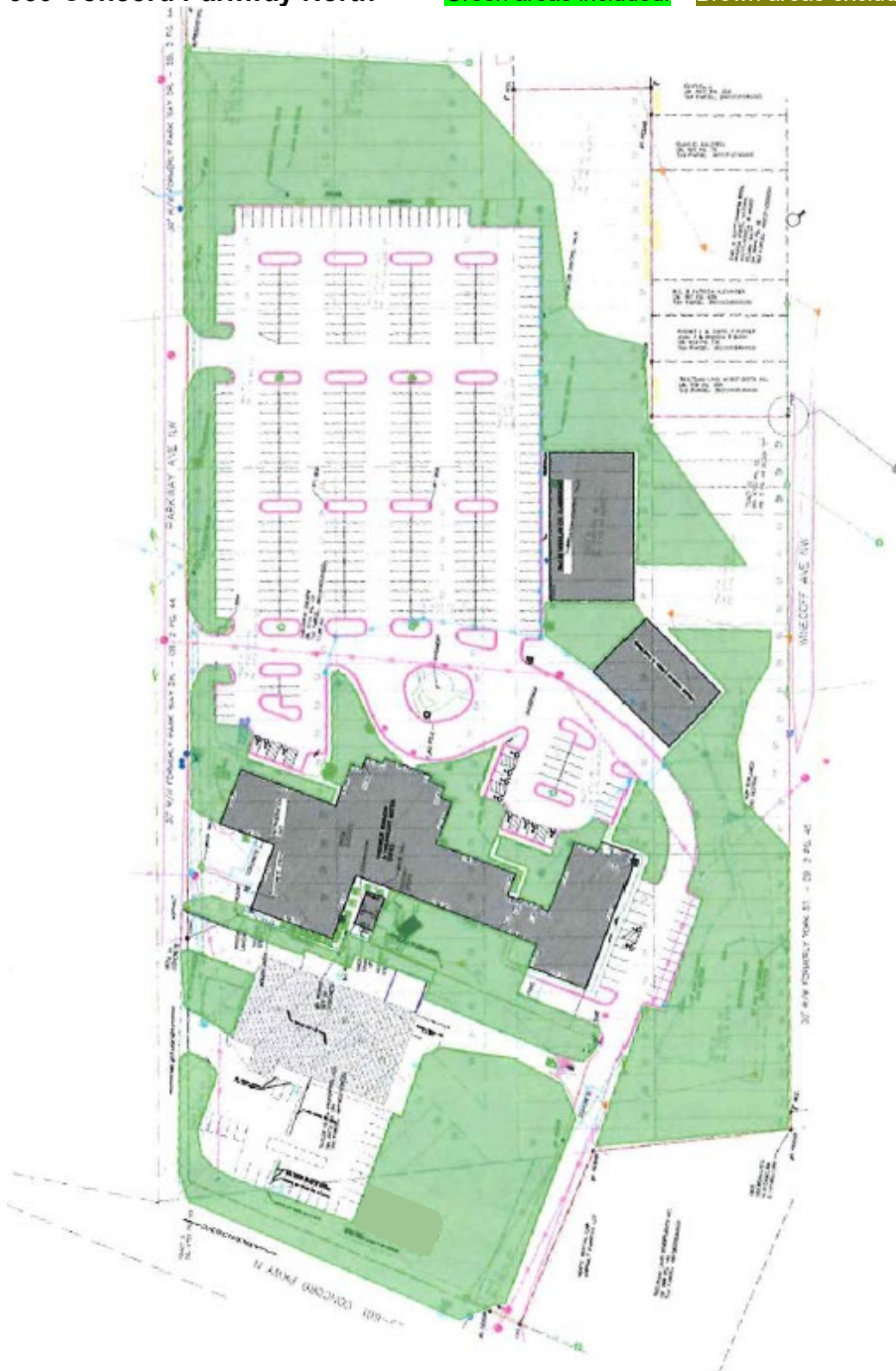


EXHIBIT C: MAPS (Continued)

Advanced Technology Center – Est. 1.0 Acre

October 21, 2019

525 John Snow Dr.

Green areas included.

Brown areas excluded.

