# PO BOX 1029, MONROE, NC 28111-1029

Phone: (704) 283-7583 Fax: (704) 283-1964 http://www.uccainc.org

# **REQUEST FOR PROPOSAL (RFP)**

Closing Date: Tuesday, September 27th, 2022, at 3:30 p.m.

Contract Administrator: Kristen Sutton

Telephone: 704-283-7583 x 0227

Mobile: 980-699-9115

E-mail: <u>kristen.sutton@uccainc.org</u>

Web Address: <a href="http://www.uccainc.org/procurement">http://www.uccainc.org/procurement</a>

Item: 2022 Lawn Maintenance RFP

Agency: Union County Community Action, Inc. (UCCA)

Location(s): Union, Anson, and Richmond counties

Scope: This Request for Proposal (RFP) shall cover the procurement of

lawn maintenance services for five (5) UCCA locations across Union, Anson, and Richmond counties. One (1) is in Union County (Monroe), two (2) are in Anson County (Wadesboro), and two (2) are in Richmond County (Hamlet). Bidders may bid to provide services in one (1), two (2), or all three (3) counties. For a more detailed description of each location, please refer to

Section III of this RFP.

READ THIS REQUEST CAREFULLY

Bid documents and all exhibits/appendices will be a part of the contract awarded to the successful bidder.

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# SECTION I GENERAL INFORMATION

## 1.1 Agency Overview

Union County Community Action, Inc. (UCCA) is a private, non-profit corporation structured to administer federal, state, and private grants to provide services to low-income families. UCCA is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and is governed by a 15-member volunteer Board of Directors. The administrative office is located at 1401-H W Roosevelt Boulevard, Monroe, North Carolina.

UCCA operates four (4) grant-funded programs through the U.S. Department of Health and Human Services, and the N.C. Department of Health and Human Services. These programs include: Head Start, Early Head Start, NC Pre-Kindergarten, and the Community Services Block Grant.

# 1.2 Purpose

The scope of work is for lawn maintenance services for five (5) UCCA locations across Union, Anson, and Richmond counties. Services include, but are not limited to: mowing, trimming, edging, mulching, and pruning, as well as bed maintenance, leaf removal, and clean-up/trash removal.

## 1.3 **Bid Submission**

Completed proposals may be submitted by mail or hand delivered. Proposals must be received by UCCA by 3:30 p.m. on Tuesday, September 27<sup>th</sup>, 2022. It is the sole responsibility of the Bidder to ensure all proposals are received at the administrative office by the closing date and time; late proposals will not be considered.

Proposals must be addressed as follows:

Mail:	Hand-Delivery:
Union County Community Action, Inc.	Union County Community Action, Inc.
Lawn Maintenance RFP	Lawn Maintenance RFP
Attn: Kristen Sutton	Attn: Kristen Sutton
PO Box 1029	1401-H W Roosevelt Blvd.
Monroe, NC 28111	Monroe, NC, 28110

#### 1.4 Contract Period

The awarded Contractor(s) will enter the contract with UCCA for an anticipated initial term of 12 months, **beginning on January 1**st **and terminating December 31**st, **2023.** UCCA and the awarded contractor reserve the right to negotiate up to two (2) additional one (1) year renewals.

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# 1.5 <u>Site Walkthroughs</u>

**No unsupervised or unscheduled site walkthroughs are permitted.** Site visits are not mandatory, but Bidders who plan to attend should visit each location for which a bid will be submitted. To participate in a site visit, **you must RSVP** to <a href="mailto:kristen.sutton@uccainc.org">kristen.sutton@uccainc.org</a>. All attendees must wear a face mask and maintain social distancing. Site walkthrough dates and times are as follows:

### **Fayetteville Street Center**

105 Fayetteville Street, Hamlet, 28345 10:00 a.m., Monday, September 19th, 2022

## **South Hamlet Center**

205 Thomas Street, Hamlet, 28345 10:30 a.m., Monday, September 19<sup>th</sup>, 2022

# **Central Center**

351 White Store Road, Wadesboro, 28170 11:45 a.m., Monday, September 19th, 2022

#### **Faison Center**

905 S. Main Street, Wadesboro, 28170 12:15 p.m., Monday, September 19th, 2022

# **Winchester Center**

1102 Fairley Avenue, Monroe, 28110 2:00 p.m., Monday, September 19th, 2022

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# SECTION II SCOPE OF SERVICES

# 2.1 Locations

Union County Community Action is looking for lawn maintenance services in Union, Anson, and Richmond counties. Bidders may choose to bid on any and/or all of the counties. The counties and their corresponding addresses are listed below:

#### **Union County:**

• Winchester Center: 1102 Fairley Avenue, Monroe, 28110

### **Anson County:**

• Faison Center: 905 S. Main Street, Wadesboro, 28170

• **Central Center:** 351 White Store Road, Wadesboro, 28170

# **Richmond County:**

• Fayetteville St. Center: 105 Fayetteville Street, Hamlet, 28345

• **South Hamlet Center:** 205 Thomas Street, Hamlet, 28345

# 2.2 **Pricing Proposal**

**Bidders must provide** a pricing proposal that includes all work required to provide services. Bidders may bid on one (1), two (2), or all three (3) counties.

#### 2.3 Service Times

Due to childcare regulations, lawn care services can only be performed when children are not at the centers. Work must take place between 2:30 p.m. and 9:00 p.m. Monday-Friday or between 7:00 a.m. and 9:00 p.m. on weekends. Contractor must notify staff prior to mowing so that, if necessary, vehicles can be moved to avoid being hit with rocks, sticks, grass clippings, etc.

# 2.4 Scope of Work

The Contractor will be responsible for providing the following services throughout the contract period:

• **2.4.1 Mowing:** Contractor will mow the grass once every seven (7) days to maintain an appropriate, even height for the type of grass and season and to ensure a well-manicured and healthy appearance. If the weather interferes with the contractor's ability to mow within a seven (7) day period, the contractor will mow the next possible day. All excess grass clippings must be blown off all sidewalks, driveways, walkways, etc. or be raked and disposed of in an off-site landfill.

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- **2.4.2 Trimming/Edging:** With each mow, Contractor will trim/edge around all tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, playground boxes, other surfaced areas bordered by grass, and any other obstructions including dumpsters, vehicles, sheds, etc. to maintain a well-manicured appearance.
- **2.4.3 Bed Maintenance:** Contractor will provide maintenance of all plant beds continuously throughout the contract period. Plant beds and playground areas will be kept free of weeds and stray grass. Contractor must get approval prior to weeding raised garden beds.
- **2.4.4 Pruning:** Contractor will prune all shrubs and trees as frequently as is necessary to maintain a clean, well-maintained appearance. Flowering trees and shrubs will not be pruned while in bloom or at times when pruning will inhibit blooming.
- **2.4.5 Leaf Removal:** Contractor will remove leaves during each site visit throughout the Fall and Winter until trees have dropped all foliage. Leaves shall be removed from the property and discarded in an off-site landfill.
- 2.4.6 Clean-Up & Trash Removal: Contractor will ensure all sidewalks, curbs, driveways/ roadways, and ground level cement/ asphalt surfaces are blown free of clippings, dirt, and debris immediately after each mowing. Clippings will not be swept, blown, or otherwise disposed of in sewer drains. Contractor will inspect lawn maintenance areas and playgrounds for trash and will collect and dispose of trash as necessary. Contractor will inspect playgrounds for pine straw, sticks, tree limbs, pinecones, etc. and remove this debris from playground areas.
- **2.4.7 Herbicide Spraying:** All grass growing inside designated playground equipment areas will be sprayed to inhibit further growth. All herbicides used on playgrounds must be dry by 7:00 each morning. No other grass may be sprayed/killed without prior consent from UCCA's Contract Administrator.
- 2.4.8 Mulching: Mulch will be maintained at a depth equal to playground borders and should be filled in as needed. When it becomes necessary to add mulch to playgrounds, Contractor must coordinate purchase, delivery, and spreading of mulch with UCCA's Maintenance Specialist. All mulch used on UCCA properties must be playground-certified mulch.

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# SECTION III OUALIFICATIONS

## 3.1 **Experience**

Contractors must be experienced in commercial lawn maintenance services. Proposals should reflect Bidder's pertinent experience.

# 3.2 Background Check

The Contractor and all individuals performing work related to this RFP and the subsequent contract will be required to consent to and pass a criminal background check. Contractors must also adhere to **Section 1302.90 of the Head Start Program Performance Standards.** 

### 3.3 **Insurance**

The Contractor shall maintain up-to-date insurance coverage that includes coverage for work related to this RFP and the subsequent contract, including general liability and worker's compensation insurance. Bidder must submit proof of insurance along with their proposal.

Bidders' Certificate of Insurance must reflect UCCA's insurance limits:

- General Liability limits
  - o \$2,000,000 Aggregate
  - o \$1,000,000 Per Occurrence
- Workers Compensation limits
  - o \$500,000 Bodily Injury by Accident
  - o \$500,000 Bodily Injury by Disease Policy Limit
  - o \$500,000 Bodily Injury by Disease Each Employee

Prior to starting work, the awarded Bidder <u>must</u> add UCCA to their Certificate of Insurance under "additional insured."

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# SECTION IV PROPOSAL INSTRUCTIONS AND EVALUATION

## 4.1 **Submission**

Completed proposals may be submitted by mail or hand-delivered. **Electronic proposals will not be accepted.** Proposals must be received by UCCA **by 3:30 p.m., Tuesday, September 27<sup>th</sup>, 2022.** It is the sole responsibility of the Bidder to ensure all proposals are received by the closing date and time. **Late proposals will not be considered.** 

Bidders must submit proposals to Kristen Sutton, Contract Administrator at the addresses provided in <u>Section 1.3</u> of this RFP.

### 4.2 **Evaluation Criteria**

The Bid award will be made in the best interest of UCCA, as determined by UCCA. To be considered, each proposal must contain the items and information listed below.

- **4.2.1 Pricing:** Bidders must submit monthly pricing on the Pricing Proposal attachment on page 19 and complete the attachment in its entirety. Pricing information must be clear, detailed, and inclusive of *all* labor, material, equipment, and services necessary to complete the project described in this RFP.
- **4.2.2 References:** Bidders must provide a minimum of three professional references, two of which should be former customers/clients. References will be checked during proposal review. The Bidder References attachment is located on page 18.
- **4.2.3 Adequacy and Completeness:** At a minimum, proposals must include all information and documents listed in this section.
- **4.2.4 Compliance with Terms and Conditions:** The contractor must review all terms and conditions set forth in this RFP and certify the ability to meet those terms and conditions on the attached Certification Statement (page 15).
- **4.2.5 Experience:** Contractors must be experienced in commercial lawn maintenance services. Proposals should reflect Bidder's pertinent experience.
- **4.2.6 Evidence of Insurance:** The Contractor shall maintain up-to-date insurance, including general liability and worker's compensation insurance, upon execution of contract. Please refer to Section 3.3 for UCCA's insurance requirements.

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- **4.2.6 Business Representation:** Efforts will be made by UCCA to utilize small and minority-owned businesses, women's business enterprises, and labor surplus area firms. If applicable, please signify business representation in proposal.
- **4.2.7 Signed Vendor Agreement Forms:** The Contractor must certify the ability to meet the terms and conditions of the Bid to be considered. Proposals must include completed copies of the following attached documents:

•	Contractor Safety Regulations	Page 13
•	Contractor Violation Procedures	Page 14
•	Certification Statement	Page 15
•	Vendor Profile & Certification	Page 16
•	Bidder Disclosure of Debarment & Suspension Status	Page 17
•	Bidder References	Page 18
•	Bidder Pricing Proposal	Page 19

• 4.2.8 **Exceptions to Bids:** Contractors have the option to bid on any and/or all counties (Union, Anson, and Richmond). A complete list of UCCA's counties/locations is listed under <u>Section II Scope of Services</u>.

### 4.3 Negotiation

UCCA reserves the right to negotiate with potential Bidders to acquire appropriate services for UCCA's needs.

## 4.4 Acceptance or Rejection

UCCA reserves the right to accept or reject any or all bids, part of a bid; to waive any informalities or technicalities; clarify any ambiguities; modify any criteria in the RFP; and unless otherwise specified, to accept any item in a bid,

#### 4.5 Review Process

UCCA may, at its discretion, request meetings with any or all Bidders to clarify or negotiate modifications to the Bidders' proposals. Answers to any questions submitted to one Bidder will be published on our website, <a href="www.uccainc.org">www.uccainc.org</a>. UCCA reserves the right to make an award without further discussion of the proposals submitted; therefore, proposals should be initially submitted on the most favorable term, from both technical and price standpoints, which the Bidder can propose.

# 4.6 Notification of Award

It is expected that a decision selecting the successful Bidder will be made within thirty (30) days after the closing date for receipt of proposals. Upon conclusion of final negotiations with the successful bidder, all bidders will be in formed in writing as to whether they have been selected.

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# SECTION V CONDITIONS TO BIDDING & GENERAL PROVISIONS

# 5.1 Inquiries

All inquiries regarding this Request for Proposal shall be submitted by email to Kristen Sutton, Contract Administrator, at <a href="mailto:kristen.sutton@uccainc.org">kristen.sutton@uccainc.org</a> by **5:00 p.m.** on Tuesday, September **20**<sup>th</sup>, **2022**.

# 5.2 Cost of Preparing Bids

All costs associated with the preparation of this bid, including the costs of determining the nature of the engagement, preparing the bid, submitting the bid, negotiating for the contract and any other costs associated with responding to this Request for Proposal are the sole responsibility of the Bidder and UCCA will not reimburse any costs incurred in preparation of this proposal. All responses will become the property of UCCA once submitted in response to this RFP.

# 5.3 Advertising

In submitting a proposal to UCCA, the Bidder agrees not to use the results of their proposal as a part of any commercial advertising without prior approval from UCCA.

# 5.4 Confidentiality

In submitting a proposal, the Bidder agrees not to discuss or otherwise reveal the contents of the proposal to any outside source until the award. Bidders not in compliance with this provision may be excluded from the proposal. Only discussion authorized by UCCA is exempt from this provision.

## 5.5 Debarment/Suspension from Federal Funds

All Bidders providing a proposal in response to this RFP certify that the entity represented is not debarred from federal contracts and thus ineligible to receive federal dollars as compensation for work completed in relation to the services included in the RFP.

# 5.6 Contractual Obligation(s)

This RFP, including the terms and conditions set forth within, will be considered a contractual agreement between UCCA and the awarded Contractor(s) once the successful proposal is offered by UCCA and accepted by the awarded Contractor(s). At the discretion of UCCA,

# 5.7 Amendments

All amendments issues by UCCA regarding terms and conditions, desired services, or requirements of the bid will be posted at <a href="https://www.uccainc.org/procurement">www.uccainc.org/procurement</a>. It is the

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responsibility of all Bidders to check the website for amendments, even if the proposal was sent to you via email or postal mail.

# 5.8 Pricing

The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract less any in-kind contributions made by the Contractor.

# **5.9** Payment Terms

Payment terms are NET 30 days following receipt of an approved invoice. Invoices must be submitted to:

Union County Community Action, Inc. Attn: Kristen Sutton PO Box 1029 Monroe, NC 28111

# 5.10 Funding Regulations

Union County Community Action, Inc. is required to adhere to all regulations set forth by our funding agencies. Specifically, Head Start Program Performance Standards (HSPPS) and regulations set by the North Carolina Division of Child Development and Early Education (NC DCDEE). All Contractors and subcontractors performing services related to this RFP shall adhere to the regulations set forth by UCCA funding agencies and will be accountable for any infractions which result from noncompliance.

#### **5.11** Site Investigation

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Field measurements shall be taken at the site by the Contractor to verify all data and conditions affected by the work.

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## **5.12** Independent Contracting

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agency of one party shall not be construed to be the employees or agency of the other party for any purpose, whatsoever.

# **5.13** Sub-Contracting

The Bidder agrees to disclose, in the bid submission, any services bid which will be sub-contracted.

## 5.14 Termination

Either party reserves the right to terminate the awarded contract with or without cause by notifying the other in writing 30 days prior to the termination date. Written notice of termination must be sent via certified U.S. mail to the last known address of the recipient.

#### 5.15 Post-Award Debarment

The awarded Contractor shall notify UCCA immediately should the awarded contractor become barred or suspended from eligibility to receive compensation under federal, state, or local contracts.

## 5.16 Availability of Funds

All payments to the Contractor shall be deemed binding only to the extent of the continued availability of funds from the relevant funding sources for the general purpose set forth in this proposal. The awarded contract is contingent upon funding being available for the term of the contract and the recipient shall have no right of action against UCCA if UCCA is unable to perform obligations under this contract because of the suspension, termination, withdrawal, or failure of funding to UCCA or lack of sufficient funding of UCCA for this contract.

## 5.17 Small and/or Minority-Owned Businesses

Efforts will be made by UCCA to utilize small and minority-owned businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321).

## 5.18 General Indemnity

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify UCCA assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of or

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others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by officials (including the Executive Director, the Board of Directors, as well as employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, general liability insurance as outlined above. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self- insurance maintained by or for the use and benefit of the Contractor.

#### 5.19 Hold Harmless

The Contractor shall indemnify UCCA against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract.

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# **CONTRACTOR SAFETY REGULATIONS**

# \*Bidders must read, certify, and return this form with the submitted bid.

To ensure employee and client safety as well as limit liability potential for Union County Community Action, Inc. (UCCA), the following safety rules and procedures have been established for all Lawn Maintenance Contractors. Failure to abide by all safety rules and procedures could terminate the contract between UCCA and the Contractor.

- Wear appropriate clothing with name patch, tag or other identifying marking. Long pants and either leather or steel toe boots must be worn always. No tennis shoes or sandals will be worn.
- Hearing protection must be worn always. Sony Walkman and other like devices do not suffice as hearing protection.
- Safety glasses and hearing protection must be worn. Personal protective equipment requirements apply to mowers, weed eaters and blowers.
- All factory guards and shields must be in place and always kept in guard position, including chute guards and belt guards. Guards may not be raised during the cutting process.
- Safety devices such as operator presence switches should never be disengaged.
- Check blade mounting bolts frequently for tightness.
- Stop mowing process or weed eating when approached by coworkers or patrons.
- Do not leave a running mower unattended. Do not leave keys in an unattended mower.
- Do not leave a mower on a slope.
- Riding mowers must be operated up and down on a slope, not across to prevent overturning. Walk behind mowers may be used to cut across a slope.
- Be alert for rocks, holes and other hazards.
- Look behind the mower when backing up.
- Do not carry passengers on mowers.
- Allow mowers to cool before refueling.
- Power cords should have ground pins in place and should be in good condition including no cuts, splices or taped repairs.
- Horseplay, dangerous activity or recklessness will not be tolerated.

Individual/Entity Represented:	
Signature:	
Name:	
Title:	_

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# **CONTRACTOR VIOLATION PROCEDURES**

\*Bidders must read, certify, and return this form with the submitted bid.

## Safety/Liability Related Issues

All safety/liability-related offenses will require the Contractor to attend a mandatory meeting with UCCA and may result in immediate termination of the contract.

#### First Offense:

A first safety/liability offense will result in a verbal and written warning sent to the Contractor via certified mail or electronic correspondence. Depending of the nature of the violation, the first safety/liability related offense may constitute immediate termination of the contract.

#### **Second Offense:**

A second safety/liability, offense will result in a written warning sent to the Contractor via certified mail or electronic correspondence. A second offense may constitute immediate termination of the contract.

#### Third Offense:

A third safety/liability offense will result in termination of the contract. Notification will be sent to the Contractor via certified mail.

# **Non-Safety/Liability Related Issues**

#### First Offense:

The first non-safety/non-liability offense will result in a verbal warning to the Contractor.

#### **Second Offense:**

A second non-safety/non-liability offense will result in a written warning sent via certified mail or electronic correspondence to the Contractor. A second non-safety/non-liability offense may require the Contractor to attend a mandatory meeting with UCCA.

#### **Third Offense:**

A third non-safety/non-liability offense will result in a final written warning issued to the Contractor via certified mail. A third non-safety/non-liability offense will require the Contractor to attend a meeting with UCCA. After this meeting, UCCA, at its sole discretion, may choose to terminate the contract for cause.

Individual/Entity Represented:	 	
Signature:		
Name:		
Title:		

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# **CERTIFICATION STATEMENT**

# By submitting this bid, the potential Contractor certifies the following:

- Site Investigation: The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Field measurements shall be taken at the site by the Contractor to verify all data and conditions affected by the work.
- The proposal is signed by an authorized representative of the entity.
- All costs, direct and indirect, are included in the pricing proposal.
- No substantial conflict of interest exists which influenced the submitted bid.
- The Bidder is not debarred or suspended from receiving compensation under federal, state, or local contracts.

•	The bidder has read and understands the terms, conditions, and requirements set forth in this Request for Proposal and agrees to them with no exceptions. If exceptions exist, those exceptions must be certified and noted below. Do you have any exceptions to this bid? If so, describe below:			
an RF	erefore, in accordance with this RFP and subject to all conditions here in, the undersigned offers d agrees to perform the services in accordance with the specifications and conditions of this TP at the prices quoted providing this RFP is accepted within 60 days from the date of bmission.			
In	dividual/Entity Represented:			
Sig	gnature:			
Na	me:			
Ti	Ha			

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# **VENDOR PROFILE & CERTIFICATION**

Item: Lawn Maintenance Services RFP Agency: Union County Community Action, Inc.

We submit a proposal to furnish requirements in accordance with the specifications listed herein. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process. I (we) further certify that the entity represented in this submitted proposal is not barred from receiving federal funds.

Legal Name of Person/Entity Represented:		
Telephone:	Fax:	
Email:		
Mailing Address:		
Physical Address:		
Social Security/Federal Employer Ident	tification Number:	
DUNS Number:		
Authorized Signature:	Date:	
Typed or Printed Name:		
Title:		

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# BIDDER DISCLOSURE OF DEBARMENT AND SUSPENSION STATUS

- (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - B. Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property
    - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
    - D. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (3) The Offeror shall provide immediate written notice to the Buyer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Buyer may render the Offeror nonresponsible.
- (5) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (6) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Contractor, the Buyer may terminate the contract resulting from this solicitation for default.

Individual/Entity Represented:	
Signature:	
Name:	
Title:	

# PO BOX 1029, MONROE, NC 28111-1029

Phone: (704) 283-7583 Fax: (704) 283-1964 http://www.uccainc.org

# **BIDDER REFERENCES**

Bidders must provide contact information for three (3) professional references. References should consist of previous customers who purchased goods or services like those described in this RFP.

<u>leference #1</u>
ompany:
ontact:
elephone:
mail:
leference #2
ompany:
ontact:
elephone:
mail:
teference #3
ompany:
ontact:
elephone:
mail:

# UNION COUNTY COMMUNITY ACTION, INC PO BOX 1029, MONROE, NC 28111-1029

Phone: (704) 283-7583 Fax: (704) 283-1964 http://www.uccainc.org

# **BIDDER PRICING PROPOSAL**

MONTHLY LAWN MAINTENANCE SERVICES	Union County	Anson County	Richmond County
MULCH	Per Yard**	Delivery Fee	Labor
MODGI			
SAND	Per Ton**	Delivery Fee	Labor
OI II V			
**If a different unit of measure measurement in the box provi	•	d and/or mulch, pled	ase indicate the
Individual/Entity Represen	ited:		
Signature:			
Name:		<del></del>	
Title:			

# **WINCHESTER CENTER 1102 Fairley Avenue, Monroe, NC 28110**



<u>Faison Head Start</u> 905 South Main Street, Wadesboro, NC 28170



# <u>Central Center for Children and Families</u> 351 White Store Road, Wadesboro, NC 28170



# **South Hamlet Head Start 205 Thomas Street, Hamlet, NC 28345**



# **Fayetteville Street Head Start**

105 Fayetteville Street, Hamlet, NC 28345

