



**TOWN OF SPARTA  
P.O. BOX 99  
SPARTA, NC 28675**

**INVITATION FOR BIDS**

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**IFB Title: Town of Sparta Lawn and Landscape Services**

**Issue Date: April 19, 2021**

**Bid Opening Date: May 6, 2021 at 2:00 PM at Town of Sparta Council Meeting Room  
Sparta, NC**

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Enclosed please find the Form of Bid Proposal which must be filled out completely and attach all documentation identifying your firm's qualifications to perform the requested services. Only the Bid Proposal Form and requested documentation must be submitted in a sealed envelope to the Town of Sparta pursuant to the following delivery instructions.

**SEALED BID DELIVERY LOCATIONS**

**Electronic Transmission is the Preferred Delivery Method:**

**1. Email in PDF format to:**

***Town of Sparta's Town Manager: [spartamgrwilmoth@skybest.com](mailto:spartamgrwilmoth@skybest.com)***

**and original mailed to:**

**Mail to:**

Ryan Wilmoth, Town Manager  
Town of Sparta  
PO Box 99  
Sparta, NC 28675

Bidder must email bid on or before the Bid Opening date and time. A response will be issued for all emails verifying receipt. If a receipt email is not received within one (1) business day, we did not receive your bid. THE EMAILED INFORMATION SHOULD NOT CONTAIN ANY PRICING INFORMATION AND SHOULD ONLY STATE THE BIDDER'S LEGAL NAME AND TOWN OF SPARTA IFB NAME. The original BID must be mailed so that is received no later than the Bid Opening Date.

## **2. Hand-Delivery BY DRIVE THRU ONLY to:**

Ryan Wilmoth, Town Manager  
Town of Sparta  
304 South Main Street  
Sparta, NC 28675

Bidder must not have any conversation with the Town Manager or other Town staff member regarding the IFB or any bid submitted in response to the IFB.

### **Deadline for Delivery & Public Opening**

Proposals will be received up to 2:00 PM on May 6, 2021 and immediately thereafter publicly opened and read in the Town of Sparta Council Meeting Room. The bid opening has been scheduled from 2:00 pm to 2:30 pm. Bidder attendance at bid opening is not mandatory and all bidders will receive a copy of the bid tabulation. Town of Sparta reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

1. If the Form of Proposal furnished to the bidder was not used or was altered.
2. If the bidder adds any provisions reserving the right to accept or reject any award.
3. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
4. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
5. If the bidder fails to comply with other instructions stated herein.
6. Bidder is not authorized to transact business in the North Carolina, bidder has been suspended from doing business in North Carolina by the N.C. Secretary of State, is under a revenue suspension by the N.C. Carolina Department of Revenue, bidder has been suspended or debarred from public contracting by any local, state or federal government entity, and/or the Town of Sparta has terminated a previous contract with the bidder because of a bidder's performance on a project.

Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder, and Town of Sparta reserves the right to seek compensation from the original successful low bidder to cover any increased costs between the two bids.

## General Terms and Conditions

### 1. PERMITS AND REGULATIONS

- A. The owner, the Town of Sparta North Carolina, shall furnish all land and establish all base lines for locating the principal components of the work designated.
- B. The Town of Sparta hereby notifies all bidders that it will affirmatively assure that in any contract entered into pursuant to the advertisement, minority enterprises will be afforded full opportunity to submit bids in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

### 2. PROTECTION OF WORK PROPERTY AND PERSONS

- A. The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees doing the work and all materials or equipment to be incorporated therein, whether in storage on or off the site. The contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection. The contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

### 3. INSURANCE PROVISIONS

- A. **WORKERS COMPENSATION:** In order to qualify to perform work for the Town of Sparta, all employers with 3 (three) or more employees are required to carry Workers Compensation Insurance for all employees (including minors and undocumented workers).

If the contractor is not required by law to carry Worker's Compensation coverage, he shall provide a signed agreement stating such, and that he is an independent contractor and is not eligible for worker's compensation under the Town's policy while performing the contracted services for the Town.

- B. **GENERAL LIABILITY:** Shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, and broad form property damage.
- C. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract. Renewal certificates shall be sent to the Town 30 days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of a cancellation or modification of any stipulated insurance coverage. Certificate of Insurance meeting the required insurance provisions shall be forwarded to the Town of Sparta. Wording on the Certificate which states that no

liability shall be imposed upon the company for failure to provide such notice is not acceptable.

4. HOLD HARMLESS

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

**General Specifications**

1. SITE EXAMINATION

The Bidder is responsible for visiting each site prior to submitting any bid or proposal to evaluate all existing conditions that might affect his work and submit any concerns or unusual findings in writing to the town manager.

2. ACCEPTANCE

As a condition of the IFB, the Bidder shall accept any and all existing conditions on the site and shall perform the work as specified without additional compensation for variations.

3. PROTECTION OF WORK

The Contractor is to be solely responsible for the protection of his work. Work required to protect the project is the responsibility of the Contractor and will be at no additional cost to the Town.

4. SECURITY

The Town assumes no responsibility for security of the site or equipment on the site. The Contractor shall accept responsibility for the safeguarding of his equipment and materials from vandalism and theft, and from natural occurrences such as flooding.

5. SAFETY

In accordance with generally accepted practices, the Contractor will be solely responsible for conditions of the jobsite, including the safety of all persons and property during performance of the work. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in strict accordance with OSHA regulations. This includes, but is not limited to the proper maintenance and use of equipment discharge guards and employee personal protective equipment. The Town of Sparta reserves the right to stop any work in progress by the Contractor, or any sub-contractor, in violation of OSHA regulations.

6. QUALITY CONTROL

The Contractor shall maintain quality control over products, services, site conditions, and workmanship, to produce work of the highest quality.

7. PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC WAYS

The Contractor shall provide and install barricades and other devices as required to ensure that mowing operations do not endanger pedestrian and vehicular traffic.

8. PAYMENTS

Payments to the Contractor will follow the schedule provided in the Town of Sparta Contract. The Contractor shall submit an invoice to the Town of Sparta reflecting the actual date and amount of each property mowed, as provided in the Town of Sparta Contract. The Town of Sparta will not be responsible for payment for work not performed by the Contractor or his agent(s). In the event of inclement weather, equipment failure, or any other condition beyond the Town's control the contractor will reschedule the work with the agreement of the town manager and complete it as an extension of the current contract schedule.

**DETAILED SPECIFICIATIONS**

1. MOWING SITES

- Town Cemetery (Off Memorial Park Drive) Including low lying area at Southern portion of property next to residential neighborhood
- Alleghany Pump Station #1 (Twin Oaks Mountain)
- Alleghany Pump Station #2 (US Hwy 21 North)

2. EQUIPMENT

- A. Mowing equipment used shall be of commercial grade and maintained to ensure a smooth, even, and quality cut. All safety features of mowing equipment shall be maintained to minimize any damage or injury to any person or property.
- B. Turf tires are required on all riding and walk-behind mowers.
- C. All mowing equipment used will be subject to the Town Manager's approval.
- D. If performance of work cannot be completed in accordance with specifications, contractor will acquire additional supplies, equipment, and/or personnel as may be required by the Town Manager at the cost of the contractor.

3. MOWING FREQUENCY

A mowing schedule for each designated area shall be submitted to and approved by the Town Manager. Notification of any schedule changes shall be made to the Town Manager at least two days in advance. The Town reserves the right to amend or change the mowing schedule as necessary in the event of construction projects or repairs, weed control procedures, community functions, meetings or any other circumstances as deemed necessary.

4. MOWING AND TRIM SPECIFICATIONS

- A. Height. All areas specified shall be mowed on a regular basis so as to maintain a minimum height of no less than to three (3) inches and a maximum height of no more than five (5) inches. All mowing shall be done in a manner not to cause rutting or turf kill (brown out).

- B. Litter Collection. All loss debris and litter (defined as twigs, refuse, monument flowers/ornamentation, or other discarded material) shall be removed prior to commencement of mowing.
- C. Trimming. All buildings, tree/shrub/flower beds, fences, guard rails, flag poles, monuments, signs, and the like shall be trimmed with a string trimmer using care not to damage same.
- D. Edging. All sidewalks, driveways, and parking areas shall be edged using a string or other commercial edging device. Care should be taken to avoid any buried wires, pipes, etc.
- E. Discharge Orientation. Clippings shall be discharged away from tree/shrub/flower beds, sidewalks, monuments, buildings, etc. Caution is to be taken so as not to discharge clippings onto public roads, sidewalks, cemetery monuments, and other areas occupied by the public.
- F. Clippings. Clippings shall be swept or blown from all cemetery monuments, sidewalks, driveways, parking areas, and mulched areas. The Contractor shall remove heavy layers of clippings/windrows from turf areas by either vacuum, raking, or recutting.
- G. Wet Conditions. No turf shall be mowed during wet conditions without approval from the Town Manager.
- H. Work Hours. All lawn care and landscape services shall be completed in the standard five (5) day work week, Monday through Friday. Permission from the Town Manager may be obtained in the event work must be completed on Saturday, on an as needed basis. No work is permitted to be performed on Sunday. All work shall be completed between the hours starting no earlier than 6:00 AM and ending no later than 8:00 PM eastern standard time.

5. LANDSCAPE SPECIFICATIONS

- A. Area. The downtown area identified between Cheek Street and Doughton Street which contains the "bump outs"/vegetation beds immediately adjacent to main street.
- B. Scope. During the active growing season, weed control mitigation work shall be completed. Efforts will include appropriate methods to maintain beds in a neat and manicured fashion. Methods of weed control mitigation is at the discretion of the contractor but must comply with all local, state, and federal regulations and acceptable standards and pose no unintended detriment to surrounding floral or cultivated vegetation, sod, etc.
- C. Schedule. Services to the identified area must occur once monthly on a set schedule that will be agreed upon at time of contract execution.

## **Instructions to Bidders, Evaluation of Bids and Contract Award**

For a proposal to be considered it must be in accordance with the following instructions:

1. **Bid Proposal Format & Content:** Bidders must use and complete the Bid Proposal Form included in this IFB and must fill in all blank spaces for each project that Bidder is interested in performing. The bidder shall write "No Bid" in blank spaces for any service that bidder does not want to perform.

Any bidder modification to the Bid Proposal Form may result in disqualification of all or part of the bid depending on what was modified. Town of Sparta reserves the right to waive minor informalities in any bid.

The bidder shall fill in the Proposal Signature Page as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and the title of the office of such persons shall appear after their signatures.
- d. If the documents are executed on the part of a limited liability company, they shall be executed by the managing member (if any) or all members (if the company does not include a written authorization delegating the authority to enter into contracts to the member that submitted the bid), and the title of the office of such persons shall appear after their signatures.
- e. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- f. All signatures shall be properly witnessed.

Proposals should be addressed and delivered to Town of Sparta in a sealed envelope, marked "Bid" and bearing the IFB Title of **Town of Sparta Lawn and Landscape Services** clearly marked on the outside of the bid envelope with Bidder's name appearing on the outside of the envelope. It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. All late bids shall be disqualified regardless of the reason for late delivery.

2. **Statement of Bidder's Experience:** Bidder must include a brief statement that describes the Bidder's experience in lawn care and landscaping experience. The Bidder's statement shall also identify the insurers who will be providing commercial general liability and workers' compensation insurance.

3. **Examination of Conditions:** It is understood and mutually agreed that by submitting a bid the bidder acknowledges that Bidder has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and Bidder is satisfied as to the nature of the work, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto.

Each bidder may, at its own expense, make such additional surveys and investigations as bidder may deem necessary to determine bid prices for the performance of the work in the durations requested by Town of Sparta. Any on-site investigation shall be done at the convenience of the Town of Sparta. Any reasonable request for access to the sites will be honored by the Town of Sparta.

4. Except for good cause shown to Town of Sparta, no bid may be withdrawn after the public opening of bids. All bidders shall remain valid for 180 days subject to inflation and/or price escalation of materials/labor after 90 days. The owner reserves the right to reject any or all bids and to waive informalities.
5. **Bid Evaluation and Contract Award:** The award of the contract will be made to the lowest responsible bidder and Town of Sparta intends to make contract awards within thirty (30) business days following the public opening.

In determining the lowest responsible, responsive bidder, Town of Sparta shall take into consideration the past experience and performance on lawn care and landscaping projects, completion times, service capacity, quality of work, review or ratings of surety and insurers identified by bidder, and any information provided by owners if references are checked by Town of Sparta during the evaluation process.

Should Town of Sparta adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified.



**FORM OF BID PROPOSAL**

**Town of Sparta Lawn and Landscape Services**

**Date: May 6, 2021**

Procuring Agency:

Bidder: \_\_\_\_\_

**Town of Sparta**

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

LOCATION OF FIRM \_\_\_\_\_

OWNER OF FIRM \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_

FULL OR PART-TIME \_\_\_\_\_

NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS \_\_\_\_\_

DO YOU MAINTAIN A STAFFED OFFICE DURING NORMAL WORKING HOURS \_\_\_\_\_

CONTACT PERSON AND NUMBER FOR OFFICIAL USE \_\_\_\_\_

PROVIDE FOUR (4) REFERENCES OF FIRMS (EXCLUDING HOMES) IN WHICH YOU HAVE PROVIDED LAWN MAINTENANCE SERVICES WITHIN THE PAST FIVE (5) YRS.

NAME OF FIRM	CONTACT PERSON	TELEPHONE #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Price Per Cut**

Please enter a bid per cut:

TOWN CEMETERY \_\_\_\_\_

PUMP STA. # 1 \_\_\_\_\_

PUMP STA. # 2 \_\_\_\_\_

**Price Per Landscape**

Please enter a monthly amount:

\_\_\_\_\_

**Total Amount of Bid**

(Please enter total bid amount)

\_\_\_\_\_

**Proposal Signature Page**

**Town of Sparta Lawn and Landscape Services**

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that bidder had the option to examine the sites of the work and the contract documents relative thereto, and has read all provisions furnished prior to the opening of bids; that bidder understands the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the Town of Sparta, 304 South Main Street, Sparta, North Carolina, in the form of contract as defined in the Invitation for Bids, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the services of lawn care and landscaping.

The undersigned further agrees that in the case of failure on his part to execute the said contract within ten (10) business calendar days after being given written notice of the award of contract, Town of Sparta may cancel the contract award, award the contract to the next lowest responsible bidder, and/or pursue civil action to recover any increased cost between the bidder's bid price and the next lowest responsible bidder's bid price.

Respectfully submitted this day of \_\_\_\_\_ 2021.

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(Name of firm or corporation making bid)

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

Name: \_\_\_\_\_  
Print or type

WITNESS:

Title: \_\_\_\_\_  
(Owner/Partner/President)

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Address: \_\_\_\_\_

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