

Henderson County **Facility Services**



Request for Proposals for Landscaping and Mowing Services

Mandatory Pre-Bid

Monday, March 21, 2022, at 10:00AM
Henderson County Facility Services
320 Williams Street
Hendersonville, NC 28792

Proposals are Due

Monday, March 28, 2022, at 2:00PM
Henderson County Facility Services
Attention: Andrew Griffin
320 Williams Street
Hendersonville, NC 28792

BID PROPOSAL FORM

Pursuant to the General Statutes of North Carolina, as amended, informal bids, subject to the conditions and specifications herein, are invited for landscaping and mowing services for county facilities. All bids will be received by the Henderson County Finance Department, at 113 North Main St., Hendersonville, NC 28792 or via email at hcpurchasing@hendersoncountync.gov, by Monday, March 28, 2022, at 2:00PM EST, at which time the bids will be opened and read.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the services called for in the manner prescribed in the specifications and instructions to bidders for the following price:

Location	Monthly Cost	Yearly Cost
Main Library		
Etowah Library		
Edneyville Library		
WCCA (Table 1)		
Animal Shelter		
Court Services		
Fletcher Library		
Detention Center		
Impound Lot/95 Courthouse Overflow Parking		
Economic Development		
Emergency Services Headquarters		
County Garage		
VFW		
EMS Station 2		
EMS Station 3		
EMS Station 5		

Thrive		
95 Courthouse		
Historic Courthouse		
Law Enforcement Center		
100 N King Street		
Human Services		

GRAND TOTAL FOR ALL SERVICES TO BE PROVIDED	
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**PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE
FOR 90 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW:**

Printed Name of Firm Representative: _____
Signature of Firm Representative: _____
Title: _____
Name of Firm Submitting Proposal: _____
Firm Address: _____
Telephone Number: _____
Email Address: _____

Bidders Checklist

- ☐ Be aware of the bid opening and date and time as indicated on the first page of this proposal.
- ☐ All signatures must be by a company officer or agent who is authorized to enter into contracts and sign bid documents.
- ☐ Have you read and understood the “Terms and Conditions” and the “Instructions to Bidders” for submitting a bid?
- ☐ Have you read and do you completely understand all the specifications of this bid proposal?
- ☐ Have you submitted the requested number of copies of your proposal and included all the requested literature and specifications?
- ☐ If an addendum to the specifications was issued, has it been signed and returned with this bid proposal?
- ☐ Have you enclosed statements explaining any exceptions made to the specifications?
- ☐ Have you included signed proposed contract with applicable terms and conditions?

INSTRUCTIONS TO BIDDERS

Section 1: Purpose

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply Henderson County with the services listed. All bids and contracts are governed by Henderson County policy and Section 143-129 of the North Carolina General Statutes.

Section 2: Bid Schedule

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. Should changes be required proper notice will be provided to potential bidders. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	5:00 PM	03/14/2022
Mandatory Pre-Bid	10:00 AM	03/21/2022
Deadline for Questions & Exceptions	5:00 PM	03/21/2022
County Responses	5:00 PM	03/22/2022
Bids Due	2:00 PM	03/28/2022
Anticipated Award	5:00 PM	03/31/2022

Section 2: Mandatory Pre-bid

A **MANDATORY PRE-BID MEETING** will be held at the Henderson County Facility Services, 320 Williams St, Hendersonville, NC 28792 on Monday, March 21, 2022, beginning at 10:00 AM EST. If your company does not attend the pre-bid meeting or is not present for the duration of the meeting your bid will not be considered as responsive.

Section 3: Bidder Questions

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions, and approval of alternate products to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at <https://www.hendersoncountync.gov/rfps>.

Section 4: Bid Contact

Any and all questions, concerns, request for additional information, and alternate service considerations shall be directed to the Henderson County Finance Department to the attention of the Purchasing Agent:

Doug Guffey
hcpurchasing@hendersoncountync.gov

Section 5: How to Prepare Bid Proposals

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **PROPOSAL FORM:** Submit all prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- b) **SIGNATURE:** All bids must be signed by an authorized official of the company on the **Bidders Signature Page**. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the County. The County is required to pay sales tax. The County is exempt from Federal Excise Tax and has a Federal Tax number.

Section 6: How to Submit Bid Proposals

SUBMIT BIDS ON THE BID PROPOSAL FORM PROVIDED HEREIN.

- a. Bids may be submitted via email to hcpurchasing@hendersoncountync.gov.
- b. Bids may be mailed or delivered as follows

Mailing & Delivery Address:

Henderson County: Bid for Internet Access Provider

Date: _____ Time: _____ (Note: Office use only. Leave Lines Blank)

Finance Department

113 N Main Street

Hendersonville, NC 28792

- c. Please note bids not received by the time and date specified on the Bid Proposal Form will not be opened or considered.
- d. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

Section 7: Bid Opening

- a. Bids will be opened at the time shown on the enclosed Bid Proposal Form. No official award will be made at the Bid Opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- b. Bids will be examined by the Purchasing Agent and the using department officials promptly after the opening and an award made as early as possible. No bids may be withdrawn except for as provided herein.

Section 8: Award of Bid

- a. **Standard of Bid Award Acceptance:**

The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of Henderson County. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.

- b. **Bid Prices:**

Pricing shall be inclusive of all services requested.

- c. **Order of Precedence:**

In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid (if present); 2) the Minimum Specifications section specific to the Bid, 3) Henderson County Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.

Section 9: Objections to the Specifications

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Henderson County's Purchasing Agent, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Henderson County's Purchasing Agent. Information obtained from other sources will not be considered in the evaluation and award of this bid.

Section 10: Errors in Bids

Bidders or their authorized representatives are expected to understand the conditions, requirements, and

specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

If an error or omission occurs bidder(s) must submit in writing no more than seventy-two hours after the bid opening, a request to withdrawal their bid, excluding Saturdays, Sundays, or Holidays for which Henderson County offices are closed.

Section 11: Bid Options

The County reserves the right to request pricing on optional services along with the pricing for the main or primary services when applicable. At the discretion of the County, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest, responsive, responsible bidder for the main or primary services listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

Section 12: Bid Tabulations

Bidders may request a bid tabulation from the Purchasing Agent, after the bid has been awarded.

Section 13: Specifications

I. Overview:

- a. Bidders are requested to provide the necessary manpower and equipment to provide weekly landscaping services to multiple county locations as defined herein.

II. Mandatory Pre-Bid

- a. A sign in sheet will be made available at the beginning and end of the pre-bid. Potential bidders must sign in when they arrive and sign out when the pre-bid is concluded. Bidders must attend the entire pre-bid for their bid to be considered as meeting the mandatory pre-bid requirements.
- b. A sample of the required contract (Attachment B), to be filled out and included with any bids, will be distributed at the pre-bid meeting.
- c. A tour of the Facilities will be provided to show the extent of landscaping and mowing services required and expected at each facility.

III. Scope of Work:

- a. Bidders are requested to review the location, description, and frequency of services provided in Attachment A.
- b. Definitions of work are defined in Table 1 below:

Table 1: Definitions of Work	
Work	Definition
Mowing	No greater than 3.25" or less than 2.5"
Push Mowing	Historic Courthouse
Weed Eating	All locations, around beds, fences, curbing and buildings
Edging of Sidewalks and Curbing	All locations

Weed Spraying	All locations around buildings, Fence lines, and the mulch beds
Bush Trimming/Pruning	Quarterly at Historic Courthouse and 2 times a year all other locations
Aeration & Fertilization	Twice per year at Historic Courthouse, 95 Courthouse, Human services with a slow release weed and feed product. Once per year early spring at all other locations
Blowing off parking lots, catch basins, and side walks	All hard surfaces should be clean of trimmings, leaves, debris, and trash. Can be blown into wooded areas or open areas but not in streets or catch basins.
Weed eat hill between Impound lot at Detention	Twice monthly from April through October

IV. Limitations of Mowing

- a. All disturbed areas around the site should be restored
- b. The Historic Courthouse is to be mowed with a push mower.
- c. Trash should be picked up and disposed of properly before mowing commences. Under no circumstances should trash be mowed.
- d. Under no circumstances should mowing take place in the rain or through standing water
- e. Grass clippings shall not be blown towards parked vehicles at Henderson County Facilities
- f. Grass clippings shall not be blown towards parked vehicles at Henderson County Facilities
- g. Grass clippings shall be directed away from traffic (human or vehicle), streets, building structures, and windows.
- h. Any damage to Henderson County property or public and/or personal property shall be the responsibility of the winning bidder to repair and/or replace.

V. Qualifications

- a. Bidders shall have a valid pesticide and herbicide license
- b. All equipment shall have the proper safety equipment including but not limited to guards to prevent injury and or damage to people, Henderson County facilities, and/or vehicles parked at Henderson County Facilities

VI. Timekeeping

- a. Bidder shall maintain a log of all visits made to each facility showing the number of hours spent per visit and what work was done. In addition, bidder shall be required to present such log to the Facility Services Maintenance Supervisor upon request.

VII. Notification

- a. Any change in frequency or scope of work must be coordinated with the Facility Services Maintenance Supervisor. This includes modifications to the schedule due to weather events.

Section 14: Minimum Insurance Requirements

Bidder shall provide an Insurance Certificate naming Henderson County as additionally insured with the minimum provisions

listed below:

1. Workers Compensation - Requirements of the State of North Carolina
2. Comprehensive General Liability (including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury/Property Damage: \$2,000,000.00 each occurrence; \$2,000,000.00 annual aggregate
 - b. Property Damage Liability Insurance; Provide X, C, or U coverage as applicable
3. Comprehensive Automobile Liability
 - a. Bodily Injury/Property Damage: \$1,000,000.00 each person; \$1,000,000.00 each occurrence
 - b. Umbrella Excess Liability including blasting coverage: \$5,000,000.00 over primary insurance; \$10,000 retention

Contract 15: Contract Extension & Price Adjustments

It is the County's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for three additional one (1) year periods. The price proposed by the bidder is to remain fixed for the first 1-year (12-month) period of the contract. Prices for additional extension term periods may not exceed a 3% increase per annum, nor shall the price increase over the total renewal period exceed 6% of the contract price from the initial term.

The County reserves the right to accept or to refuse any documented price adjustment submitted by the vendor/contractor for any reason as determined to be in the best interest of the County. In the event the County does not accept the proposed price adjustment for the extended term, the contract will not be renewed, and the County will rebid the service(s). Any Bid contract extension is subject to the continuation of need and usage by the County and the appropriation of funds.

Section 16: Minority and Disadvantaged Business

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131, the County encourages and provides equal opportunity for Certified Minority and Women- Owned Business Enterprise (MWBE) businesses to participate in all aspects of the County's contracting and procurement programs.

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>.

SECTION 17: Terms and Conditions

Any proposal submitted to Henderson County shall be deemed to include all the Terms and Conditions shown in the document found online at

https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson_county/page/42611/terms_and_conditions_02.23.2022.pdf

These Terms and Conditions, which refer to a “purchase order”, shall be deemed to be included in any contract entered into as a result of this Request for Proposals (“RFP”), even if the RFP seeks the provision of services or a mixture of services and goods instead of solely goods.

Any attempt by a proposed contracting party (the “Bidder”) under the RFP to exclude any of these Terms and Conditions shall cause any Proposal made in response to this RFP to be deemed to be non-responsive (unless Henderson County has notified the Bidder that the funding source for the goods or work sought under this RFP is not federal funds, in which case those provisions under number 15 of the Terms and Conditions (and all subparts thereunder) may be excluded from a Proposal.

Section 18: Funding Source of Bid

The services requested herein involves the use of County Funds.

Section 19: Attachments

Attachment A: Location and Frequency of Work

Attachment B: Henderson County Sample Contract

Attachment A: Location and Frequency of Work									
Location	Mowing	Push Mowing	Weed Eating	Edging of Sidewalks and Curbing	Weed Spraying	Bush Trimming/Pruning	Aeration & Fertilization	Blowing off Parking Lots, Catch Basins, and Side Walks	Weed Eat Hill Between Impound Lot and Detention
Main Library	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Etowah Library	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Edneyville Library	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
WCCA	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Animal Shelter	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Court Services	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Fletcher Library	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Detention Center	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Impound Lot/95 Courthouse Overflow Parking	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Economic Development	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Emergency Services Headquarters	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
County Garage	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
VFW	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
EMS Station 2	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
EMS Station 3	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
EMS Station 5	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
Thrive	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November		Weekly	
95 Courthouse	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November	Twice Per Year-March and September	Weekly	Twice Per Month During Growing Season
Historic Courthouse		Weekly	Weekly	Weekly	Monthly	Twice Per Year-June & November	Twice Per Year-March and September	Weekly	
Law Enforcement Center	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November	Twice Per Year-March and September	Weekly	
100 N King Street	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November	Twice Per Year-March and September	Weekly	
Human Services	Weekly		Weekly	Weekly	Monthly	Twice Per Year-June & November	Twice Per Year-March and September	Weekly	

Attachment B: Henderson County Sample Contract

STATE OF NORTH CAROLINA

Facility Services

LANDSCAPING SERVICES AGREEMENT

COUNTY OF HENDERSON

THIS AGREEMENT, made and entered into this the _____ day of March 2022 by and between HENDERSON COUNTY, hereinafter "County", and _____, hereinafter "Company",

W I T N E S S E T H:

WHEREAS, the Henderson County Board is a body politic and corporate having the legal capacity to contract pursuant to NCGS 153A-11; and

WHEREAS, Henderson County is charged with the responsibility of supervising the maintenance and repair of County properties by NCGS 153A-169; and

WHEREAS, Henderson County is desirous of contracting with Company for the provision of landscaping services to certain properties of the County as named below;

NOW THEREFORE, in consideration of the sums as stated hereinbelow to be paid by County to Company as earned monthly in accordance with the provisions below, the parties agree as follows:

1. Company shall be responsible for performing all landscaping services outlined in the attached RFP. RFP, attached, is hereby incorporated by reference as if fully set forth herein.
2. All persons utilized by Company in performing the services outlined by this Agreement shall be employees of Company. Further, Company shall use at least ninety percent (90%) regular employees. Company shall provide to the County, and keep current, a list of all employees to be utilized by Company in performing the services required by this Contract. The County reserves the right to reject Company personnel who prove unsatisfactory in work performance, past work history, or moral character. In selected areas, Company employees may be required to pass security screenings, which will eliminate those with felony convictions.
3. Company shall provide to the Facility Services Supervisor for his approval a schedule reflecting the time of the day, and day of the week that Company will be present within each County facility covered by this Agreement. Company shall abide by the schedule and shall only be present within County facilities within the times indicated, unless prior approval has been secured from the Facility Services Maintenance Supervisor. In the event of rain on any day immediately preceding or on a day scheduled for landscaping services, Company shall contact the Facility Services Maintenance Supervisor to arrange an alternate date for the performance of the lawn maintenance services. Any deviation from the schedule not associated with the weather without such prior approval shall be grounds for immediate termination of this Agreement by the County, without any prior notice to Company. Provided however, that remaining on the premises as necessary to complete the services required by RFP past the time indicated on the schedule submitted shall not be considered a deviation from the schedule. Notwithstanding the foregoing, the Facility Services Maintenance

Supervisor shall have the right to prohibit the performance of landscaping services by Company for any given week, where in his discretion, performance of landscaping services could damage the facility.

4. Employees of Company shall not be considered employees of the County, and shall not be entitled to any County salary or benefits. Employees of Company shall work at the sole direction and control of Company. Company shall therefore be responsible for payment of all unemployment, Social Security and other payroll taxes, including contributions from them when required by law, and shall be responsible for all actions of Company employees while such employees are performing the services outlined by the terms of this Agreement. Company will be responsible for all breakage and damage caused whole or in part by the performance of the terms of this Agreement. Company shall not allow any employees of Company to access any buildings located within the facility. The presence of minor children and invitees of Company is prohibited and shall be grounds for the termination of this Agreement by the County.
5. Company shall be required to adhere to all State, Federal, and local laws in performing the terms of this Agreement, including but not limited to the Occupational Safety and Health Acts (OSHA). Company shall be required to maintain Materials Safety Data Sheets (MSDS) on site for each chemical used by Company in performing the services required by this Agreement. Further Company shall provide the Facility Services Maintenance Supervisor with copies of the MSDS sheets for all such chemicals used on site. All employees of Company shall be properly trained in hazard communications and provide records of such training to the Facility Services Maintenance Supervisor.
6. Company shall maintain a log of all visits made to each facility showing the number of hours spent per visit and what work was done. In addition, Company shall be required to present such log to the Facility Services Maintenance Supervisor upon request.
7. Company may invoice the County for all services performed not more frequently than monthly (NET 30). Company shall attach to each invoice a copy of the logbook for each visit listed on the invoice. The Facility Services Maintenance Supervisor shall verify that all services listed on the logbook have been completed. Upon such verification, the Facility Services Maintenance Supervisor shall approve the invoice and submit the invoice to the Henderson County Finance Department for payment. Invoices shall be due and payable within thirty (30) working days from receipt. Failure of Company to perform all landscaping services outlined in RFP and this Agreement shall be grounds for withholding payment to Company until such times as said services have been performed. Further, such failure shall be grounds for immediate termination of this Agreement by the County without any prior notice to Company.
8. The term of this Agreement shall run from March 14th, 2022 through and including March 14th, 2023. The County shall have the option of renewing this Agreement for an additional one year term under the same terms and conditions, Pricing cannot exceed a 3% increase per annum, nor shall the price increase over a total of 5% over the life of this contract and/or its extensions. If exercising the option to renew, the County shall give Company written notice of its desire to renew not later than February 1, 2023.

9. It is anticipated by Company and the County that landscaping services will be provided at least weekly beginning March 14th, 2022 and continue until the County's option of renewal is exercised on February 1, 2023 for the upcoming year or the contract is terminated prior to renewal.
10. This Agreement may be terminated by either party for cause with thirty (30) days prior written notice to the other party. In the event of any termination of this Agreement, whether under the terms of this Paragraph or under the terms of another Paragraph, the County shall only be responsible for paying to Company amounts representing that work which has actually been performed by Company through and including the effective date of the termination. Upon the effective date of termination, the County shall not owe any other sums to Company under the terms of this Agreement, and Company shall not be obligated to perform any other services under the terms of this Agreement.
11. Company shall respond and take corrective action within twenty four (24) hours to remedy any and all complaints received by Company from the Facility Services Maintenance Supervisor. To the extent possible, all complaints from the County shall be communicated to Company through the Facility Services Maintenance Supervisor. Company shall notify the Facility Services Maintenance Supervisor when a complaint has been remedied.
12. Company shall be responsible for all damages to the facility premises caused by any acts or omissions of Company, Company's employees, or agents. Company shall at all times hereunder be covered by comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence or \$1,000,000.00 combined single limits. The policy shall name Henderson County as an additional insured. The terms of said policy shall indicate that said policy shall not be canceled without thirty (30) days prior written notice to the County. Company shall provide a certificate of such insurance issued in the name of the County to the County not later than fifteen (15) days after the execution of this Agreement.
13. Company shall at all times hereunder comply with all applicable laws pertaining to Workers' Compensation Insurance, including maintaining sufficient insurance coverage to keep Company within the statutorily prescribed limits. Company shall provide a certificate of such insurance to the County within fifteen (15) days after the execution of this Agreement.
14. The County reserves the right to require that Company make more than one visit per week to perform landscaping services as needed per the discretion of the Facility Services Maintenance Supervisor. The cost per visit for such additional visits shall be the same as the cost per visit for scheduled visits. The Facility Services Maintenance Supervisor shall give Company forty-eight (48) hours' notice of any such additional visits that may be required.
15. Company will be responsible for providing all labor, equipment, materials and supplies necessary to perform the services outlined by the terms of this Agreement.
16. Company shall report any and all accidents involving people and/or equipment to the Henderson County Facility Services Maintenance Supervisor. Company shall not mow or trim areas, apply fertilizer, pesticides and/or herbicides when people are nearby, when such acts would put the public at significant risk of accident or injury. In the event that Company is unable to perform said landscaping services due to the conditions listed in this Paragraph,

Company shall immediately notify the Facility Services Maintenance Supervisor, and shall arrange an alternate date for the performance of such services.

17. Safe mowing practices are to be observed at all Facilities, especially on slopes and around patrons/visitors. Grass clippings/leaves are to be discharged ONLY away from fences, buildings, vehicles, and blown from all sidewalks/ parking lots. Leaves under no circumstance should be blown into the street. A leaf vacuum shall be required to keep from blowing into street.
18. Company shall indemnify and save harmless the County from claims of bodily injury and/or property damage of all persons arising out of the use or occupancy of the premises by Company, its agents, employees, or invitees.
19. To the extent not covered above, Company agrees to abide by the General requirements set forth in the attached RFP.
20. This Agreement may not be assigned by either party.
21. This Agreement shall be governed by the laws of the State of North Carolina.
22. The failure to insist in any instance upon strict performance of the other party shall not be construed as a permanent waiver of such covenant, or as a waiver of any other of the terms or covenants contained herein, unless such waiver shall be in writing.
23. All notices given hereunder in writing shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to such party at the address set forth below or at such other address as such party may have subsequently provided in writing:

To Company:

To County: Christopher Hill, Maintenance Supervisor
Henderson County Facility Services
320 Williams Street
Hendersonville, NC 28792

24. Each party represents and warrants to the other that said party has complete and unrestricted power to enter into this Agreement and that the persons executing this Agreement have been duly authorized to execute this Agreement on said party's behalf.
25. In case either party to this Agreement fails to perform any obligations hereunder assumed by it and such failure is due to acts of God or a public enemy, injunctions, or other interference through legal proceedings breakage or accident to machinery or pipelines, washouts, earthquakes, storms, freezing of lines or wells, blowouts, the failure of wells in whole or in part, or the compliance with a statute, either State or Federal, or with any other of the Federal Government or any branch thereof, or of the Government of the State of North Carolina, or to

any cause not due to the fault of such party, or is caused by the necessity to make repairs or alterations to machinery or pipelines, such party shall use due diligence to again put itself in position to carry out all of the obligations which by terms hereof it has assumed.

E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

26. This Agreement contains the full, final and exclusive statement of the Agreement between the parties and cannot be amended, altered or changed except by a written instrument signed by the parties hereto.

NOW THEREFORE both parties have caused this Agreement to be duly executed in duplicate, each to have the force and effect of an original.

BY: _____
President/Vice President/Owner/Partner/Other

ATTEST:

[CORPORATE SEAL]

Corporate Secretary

HENDERSON COUNTY

BY: _____
John Mitchell, County Manager

Schedule A
Specifications for Lawn Maintenance Services
at all Henderson County Properties

Mowing of all lawn areas to a grass length of not greater than two (2.5) inches **at least one time a week**, litter removal from all grass areas prior to mowing; mowed grass, dirt and debris removal from all sidewalks and porches after mowing; trimming around all buildings and sidewalks; application of fertilizer at least once a year and application of pesticides and herbicides. No spraying of pesticides or herbicides around the bases of trees is permitted.

Historic Courthouse

Main Library

Etowah Library

Edneyville Library

WCCA

Animal Shelter

Court Services

Human Services

95 Courthouse

Detention Center

Impound Lot / 95 Courthouse overflow parking

100 North King

Law Enforcement Center

Economic Development

EMS Station 2

EMS Station 3

EMS Station 5

Fletcher Library

Thrive

Garage / Rescue Squad

Emergency Services Headquarters

VFW