PARKS AND RECREATION

Park Maintenance

Request for Proposal: 320-030926FD

POND AND FOUNTAIN MAINTENANCE SERVICES

CITY LAKE PARK

Date of Issue: 9/28/2026

Proposal Opening Date: 10/20/2026

At 04:00 PM ET

Direct all inquiries concerning this RFP to:

Fantashia Dickens

Purchasing Associate III

Email: Fantashia.Dickens@rockymountnc.gov

Phone: 252-972-1352

ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

Request for Proposal #320-030926FD

For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.

This page is to be filled out and returned with your Proposal. Failure to do so may subject your Proposal to Rejection.

ID NUMBER:

Federal ID Number or Social Security Number

Vendor Name

"All Proposals are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances."

Contents

1.0 PURPOSE AND BACKGROUND 5

2.0 GENERAL INFORMATION 5

2.1 REQUEST FOR PROPOSAL DOCUMENT 5
2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS 5
2.3 RFP SCHEDULE 5
2.4 PROPOSAL QUESTIONS 6
2.5 PROPOSAL SUBMITTAL 6
2.6 AUTHORIZED SIGNATURE REQUIREMENT 7
2.7 PROPOSAL CONTENTS 7
2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS 7

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS 8

3.1 METHOD OF AWARD 8
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 8
3.3 INTERPRETATION OF TERMS AND PHRASES 8

4.0 REQUIREMENTS 9

4.1 CONTRACT TERM 9
4.2 PRICING 9
4.3 INVOICES 9
4.4 VENDOR EXPERIENCE 9
4.5 REFERENCES 9
4.6 BACKGROUND CHECKS 10
4.7 PERSONNEL 10
4.8 VENDOR'S REPRESENTATIONS 10

5.0 SCOPE OF WORK 10

5.1 GENERAL 10
5.2 TASKS/DELIVERABLES 11
5.3 LOCATION 14
5.3 PROJECT ORGANIZATION 15
5.4 TECHNICAL APPROACH 15
5.5 ACCEPTANCE OF WORK 15
5.6 LIQUIDATED DAMAGES 15
5.7 TRANSITION ASSISTANCE 15

6.0 CONTRACT ADMINISTRATION....16

6.1 PROJECT MANAGER AND CUSTOMER SERVICE....16

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS....16

6.3 PERIODIC STATUS REPORTS....16

6.4 DISPUTE RESOLUTION....16

6.5 CONTRACT CHANGES....16

ATTACHMENT A: PRICING....17

ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS....18

1.0 PURPOSE AND BACKGROUND

The Park and Recreation Department manages over 500 acres of parkland, two community centers, a senior center, four cemeteries, the Imperial Centre for the Arts & Sciences, and the Rocky Mount Sports Complex. Their mission continues to be to advance the quality of life of our citizens by providing positive, inclusive experiences through people, parks, and programs. This mission continues to be guided by our value of I.D.E.A. (Innovation, Dynamic, Engaged and Aware).

This agreement will allow the Parks and Recreation Department to continue to meet that mission by providing Professional Landscape Service in order to have sanitary parks and recreation space to the citizens and visitors of the City of Rocky Mount.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

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

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time

Issue RFP	City	Monday, September 28, 2026
Virtual Pre-Bid Meeting	City	Tuesday, October 6, 2026, at 10:00 AM
Submit Written Questions	Vendor	Thursday, October 8, 2026, at 2:00 PM
Provide Response to Questions	City	Wednesday, October 14, 2026
Submit Proposals	Vendor	Tuesday, October 20, 2026, at 4:00 PM
Contract Effective Date	*City*	*N/A*

Virtual Urged and Cautioned Pre-Proposal Conference

Email Fantashia Dickens at Fantashia.Dickens@rockymountnc.gov for Microsoft Teams invitation.

2.4 PROPOSAL QUESTIONS

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

Written questions shall be emailed to Fantashia.Dickens@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-030926FD: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	**Vendor Question**
RFP Section, Page Number	Vendor question …?

Questions received prior to the submission deadline date, the City's response, and any additional terms deemed necessary by the City will be posted in the form of an addendum, available on the City of Rocky Mount Purchasing webpage **https://www.rockymountnc.gov/Bids.aspx** and/or the North Carolina Electronic Vendor Portal (eVP), **https://evp.nc.gov/solicitations/**, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP. The date noted in the RFP schedule for the City to provide responses to questions also serves as the addendum deadline. If you do not receive a courtesy email notification regarding the addendum by that date, do check the City of Rocky Mount Purchasing webpage.

2.5 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal–submitted after the proposal deadline will be rejected. For hand-delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE	**OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER**
PROPOSAL NUMBER: 320-030926FD Attn: Fantashia Dickens City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-030926FD Attn: Fantashia Dickens City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department 's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

a) Submit **one (1) signed, original executed** proposal responses, one *[1]* photocopy to the address identified in the table above.

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

This RFP does not require a public opening of proposals.

2.6 AUTHORIZED SIGNATURE REQUIREMENT

All submittals or other offers must be signed by an individual authorized to bind the Consultant contractually. The City reserves the right to request documentation showing evidence of signatory authority (e.g., corporate resolution, operating agreement, power of attorney, or other verification). Failure to provide such documentation upon request may result in disqualification of the offer or rejection of the executed contract.

2.7 PROPOSAL CONTENTS

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

a) Cover Letter
b) Title Page: Include the company name, address, phone number, and authorized representative along with the Proposal Number.
c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
d) Completed version of ATTACHMENT A: PRICING
e) ATTACHMENT B: SUPPLEMENTAL VENDOR INFORMATION
f) Completed and signed version of ATTACHMENT C: IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION AND GOOD FAITH
g) Technical Approach (section 5.4)

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
d) **RFP:** Request for Proposal
e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

While the intent of this RFP is to award Contracts to multiple Contractors for different properties, the City reserves the right to make a single award to one Contractor, to not award one or more properties or to cancel this RFP in its entirety without awarding a Contract if it is considered to be most advantageous to the City to do so.

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

Local Preference Policy. *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or $25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at https://rockymountnc.gov/vendors*

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

At the end of the Contract's current term, the City shall have the option, if both parties are in agreement, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The City will give the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

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

4.3 INVOICES

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

b) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable
PO BOX 1180
Rocky Mount, NC 27802

c) Payment amounts will be made on a NET 30-day pay period upon submission of an invoice and appropriate trip tickets to support such invoice.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. **Must have both a North Carolina Registered Landscape Contractors license and a NC Commercial Pesticide Applicators license**.

4.5 REFERENCES

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

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER

Optional: City of Rocky Mount			

4.6 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so, requested by the City.

4.7 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL

The Contractor awarded this contract shall practice acceptable safety requirements at all times when performing the landscaping requirements. Contractor shall be responsible for supplying all personal protective equipment needed to prevent accidents or injuries. All equipment used in performing the contract shall have all safety equipment working at all times.

I. CONTRACTOR USE OF PREMISES

a) Contractor will have access to utility requirements as needed.
b) Remove all debris and waste materials resulting from the work and leave work areas clean and orderly.
c) No discharge will be permitted in the city storm water system.

II. SAFETY REQUIREMENTS

a) Contractor will be responsible for all requirements related to providing a safe environment for themselves, staff, and the general public while performing the scope of services for the City.
b) Develop and maintain storage, housekeeping, and debris removal practices that reduce the safety risks to the lowest level necessary for daily operations.
c) Utilize safety equipment (cones, barriers, PPE, etc.) to manage safety in work areas.

5.2 TASKS/DELIVERABLES

III. GROUNDS MAINTENANCE AND WEED CONTROL

The Contractor shall provide the City with complete groundskeeping and maintenance services. These services shall include, but not be limited to the following:

Monitoring

a) A Biologist will visit the site and inspect the pond on two (2) times per month basis during the months of March through November, and on a one (1) time per month basis during the months of December through February.
b) Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections

a) A visual inspection of the pond will be performed during each visit to the site. The inspections shall include the following:
   - Water levels
   - Water clarity or quality
   - Turbidity
   - Beneficial Aquatic Vegetation
   - Nuisance, Invasive, or Exotic Aquatic Vegetation
   - Algae
   - Physical components such as above-ground pipes, inlet and outlet structures,
   - Trash racks, emergency spillways, and dams
   - Erosion
   - Issues with shoreline and bank stabilization measures such as riprap stone,
   - bulkheads, retaining walls, etc.
   - Forebays and inflowing or outflowing swales, ditches, and stream channels
   - Vegetated buffers
   - Sedimentation
   - Nuisance animal activity
   - Fish habitat
   - Mosquito breeding conditions and habitat
   - Trash and debris
b) Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.

c) Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.

d) The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond. These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the

condition of the physical components of the pond underground, underwater, or inside any of the associated structures.

Aquatic Weed Control

a) Pond will be inspected on a two (2) times per month basis during the months of March through November, and on a one (1) time per month basis during the months of December through February.
b) Any growth of undesirable aquatic weeds and vegetation found in the pond with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond at the time of application.
c) Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control

a) Shoreline areas will be inspected on a two (2) times per month basis during the months of March through November, and on a one (1) time per month basis during the months of December through February.
b) Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
c) Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control

a) Pond will be inspected on a two (2) times per month basis during the months of March through November, and on a one (1) time per month basis during the months of December through February.
b) Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye

a) Pond Dye will be applied to the pond on a one (1) time per month basis. A combination of blue and/or black dye will be used as required to maintain a dark natural watercolor.

Fountain Maintenance Service

Company will service the fountains twelve (12) times per year on a once per month basis as follows:

- Perform Amp test on the motor to verify appropriate amp load.
- Check incoming and outgoing Voltage.
- Test Motor GFCI Protection Breaker.
- Test Contactor (starter).
- Test motor overload protection to make sure it is set and functioning properly.
- Check fuses.
- Make sure all wires, breakers, and other electronic parts are securely attached
- Check timer and set as needed.
- Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
- Check lighting timer and set as needed.

If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:

- Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
- Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.

- Inspect propeller or impeller (depending on what type unit) and diffuser plate (if present) to make sure they are tightly attached and not bent or damaged in any way.
- Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
- Clean all lighting lens covers.
- Check each light and replace lamps that have burnt out.
- Replace any seals on light housing which are leaking.

a) All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
b) All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
c) All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
d) Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
e) All fountain work will be performed by factory certified service and repair technicians.

Trash Removal

f) Trash and light debris will be removed from the pond with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting

a) Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

5.3 LOCATION

City Lake Park
1609 Sunset Ave
Pond edge approx. 3,572 ft.; Pond area approx. 10.24 acre

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. In the narrative, include the number of employees to be used in meeting the requirements of this contract, a statement of hourly rates for each class of employee to be used in the performance of each type of work of the contract. Such rates are to be used in computing additions to or deductions from the monthly payment to the contractor for changes to the specified duties and services, or for extra work required by the owner.

5.5 ACCEPTANCE OF WORK

All the above specifications for Park's litter removal are subject to daily inspections by either the Director of Parks and Recreation or the Park Superintendent. Failure to meet the standards set forth in these specifications will be noted and discussed with the vendor's designated project manager. Failure to remedy issues shall be grounds for the cancellation of this contract. Ongoing failure to consistently meet specifications noted in this RFP shall also be grounds for the cancellation of this contract.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.6 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

5.7 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the City, shall meet periodically monthly with the Parks Superintendent for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and City performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost-saving ideas, and discuss any other pertinent topics.

6.3 PERIODIC STATUS REPORTS

WEEKLY

The Vendor shall provide a weekly report detailing the previous week's activities to the Parks Superintendent and the designated Parks Supervisor. Reference ATTACHMENTS A and B. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft Word.

BIWEEKLY

Provide fertilization and chemical schedule and records including any product applied, product name and quantity used within two (2) weeks of application.

6.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

ATTACHMENT A: PRICING

ITEM #	QTY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
1	12	Months	Monitoring and Visual Inspections	$	$
2	12	Months	Aquatic Weed Control and Shoreline Weed Control	$	$
3	12	Months	Pond Algae Control	$	$
4	12	Months	Pond Dye	$	$
5	12	Months	Fountain Maintenance Services	$	$
6	12	Months	Trash Removal	$	$

TOTAL ANNUAL COST $_____

ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS

Review Terms and Conditions: General at https://rockymountnc.gov/vendor Terms and conditions on the vendor webpage that do not apply to this bid: Federal UG Terms, FEMA Contract Provisions, Sample Contract Terms.

☐ Check here to indicate that you have read and agree to the City of Rocky Mount General Teems & Conditions.

NEW VENDOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that needs to update, contact information you may also complete the online vendor registration form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

https://rockymountnc.gov/services-finance-vendor-registration/