# Cumberland County Schools Request for Proposals (173-24001))

#### **GROUNDS MAINTENANCE SERVICE CONTRACT AT MULTIPLE SCHOOLS**

#### Bid Date: October 20, 2023 @ 2:00 p.m.

#### SCOPE:

Cumberland County Schools is seeking proposals to provide comprehensive maintenance services for several school facilities. Services will include mowing lawns, trimming, edging, blowing off all walkways and parking lots, litter and yard debris removal, fire ant treatment and maintenance of flower and plant beds. Services are to be provided in a safe and professional manner and shall present Cumberland County School facilities as well kept and professional in appearance.

The purpose of this bid is to establish a contract for the period of January 1, 2024 through December 31, 2024 on the condition of the continued availability of governmental funds covering comprehensive grounds maintenance services (multiple Schools) at the locations listed on the schedule attached (Appendix A) within the Cumberland County School System. All labor, materials and equipment required to provide the services as described below are to be included in the bid price.

The right is reserved to extend the period of coverage annually for (4) four additional consecutive years on condition of the continued availability of governmental funds by mutual agreement with the contractor, provided the unit prices remain unchanged.

#### **DELIVERY INSTRUCTIONS:**

# SEALED PROPOSALS MUST BE SUBMITTED IN WRITING AND RECEIVED AT THE ADDRESS BELOW BY: October 20, 2023 @ 2:00 p.m.

Proposals submitted electronically, or via facsimile (FAX) machine will not be accepted. A formal bid opening will be held at the Operations Center Foremen's Room at 810 Gillespie Street, Fayetteville, NC 28306 on October 20th, 2023 at 2:00 p.m. All interested parties are welcome to attend.

#### **RFP DELIVERY ADDRESS:**

Donna Fields, Executive Director Cumberland County Schools Operations 810 Gillespie Street Fayetteville, NC 28306 Attn: RFP 173-24001 for Grounds Maintenance Services Vendors must deliver one (l) signed original and two (2) copies of the Proposal to this address in a sealed package with Company Name and RFP Name clearly marked on the front. Additionally, the Execution of Proposal Form (page 21-22), properly filled out and signed by the Vendor representative, must accompany the proposal in order to be considered.

# **CONTACT FOR QUESTIONS:**

Written questions concerning the RFP specifications will be received until Friday, October 13, 2023 by 3:00 p.m. These must be submitted via e-mail to Donna Fields @ dfields@ccs.k12.nc.us and responses will be posted to the Cumberland County Schools Bid Links Page located at <u>https://www.ccs.k12.nc.us/Page/5102</u> for viewing by all participants. For all questions, please reference the RFP title in the subject matter of your e-mail. A summary of all questions and answers will be posted as an addendum to the CCS Bid Links page no later than Monday, October 16, 2023 by 5:00 p.m.

# **INSTRUCTIONS TO BIDDERS:**

- 1. All proposals are subject to the following General Terms and Conditions and any special conditions that may be stated elsewhere in the bid request. Upon awarding of the bid, the bidder will be known as the contractor.
- 2. All bids shall be in accordance with specifications. Upon awarding of the bid, the contractor must promptly apply for and present to the Cumberland County Board of Education a Performance Bond which shall be equal in value to the contract.
- 3. All qualified proposals will be evaluated and acceptance made of that proposal judged by the purchaser to constitute the best value offered for the purpose intended.
- 4. The bids should reflect the total cost of all labor, materials and equipment to successfully perform the scope of work stated in the Request for Proposal.
- 5. Vendor's offer must be valid for at least 60 days from the date of proposal opening.
- 6. While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of CCS.
- 7. There will be no pre-bid meeting. However, interested vendors should make a site visit to each school listed in Appendix A. Upon arrival at the school, please sign in at the main office and sign out when you depart.
- 8. The contractor shall obtain from an insurance company duly authorized to do business in North Carolina, a Certificate of Liability Insurance indicating the following coverages:

A. Workman's Compensation

i.

Statutory \$1,000,000

**Employers** Liability Owner/Officer must be included in coverage ii.

#### B. General Liability (per person/per occurrence):

- Bodily and Personal Liability \$1,000,000/\$2,000,000 i) ii) **Property Damage** \$1,000,000/\$2,000,000 Aggregate
- C. Automobile Liability (per person/per occurrence)

Indicom		(Per	percent/per	occurrencej
i)	<b>Bodily Injury</b>			\$1.000.000

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ii)	Property Damage:	\$1,000,000 Aggregate

D. Builder's Risk or Installation Floater **Contract Amount\*** 

E. Owner shall be listed on the General Liability and Auto Liability insurance policies as an additional insured (an additional insured endorsement similar to the one attached to this contract must be included/attached with the certificate of insurance. If blanket additional insured is provided by the policy, a copy of the blanket additional insured wording form must be included/attached to the certificate.)

F. Owner reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Carrier(s) on the grounds of poor claim service or financial responsibility.

Certificates of Insurance shall be filed with the Owner. During the term of the contract, the Contractor shall provide updated records whenever any of these coverages become outdated.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, or coverage reduced or eliminated in less than thirty (30) days after mailing notice to the insured and/or the Owner of such alteration or cancellation.

#### The certificate holder shall be named Cumberland County Board of Education, Attn: Associate Superintendent Auxiliary Services, P.O. Box 2357 Fayetteville, NC 28302.

### **GENERAL CONDITIONS FOR PROPOSALS:**

1. Read and Review. It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and CCS's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from CCS's contact person – Donna Fields @ 910-678-2571 or e-mail @ dfields@ccs.k12.nc.us

- 2. <u>Vendor Responsibility.</u> The Vendor(s) are encouraged to present explanations of benefits and merits of their proposal. In-addition, the vendor(s) may provide information on other offered services, maintenance, and- warranties, value added services, etc.
- 3. <u>Oral Explanations.</u> CCS will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the contact person named above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
- 4. <u>Insufficiency of References to Other Data.</u> Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted will not suffice as a response to this solicitation.
- 5. <u>Conflict of Interest.</u> Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of CCS and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- 7. <u>Start of Services.</u> The delivery of services requested herein shall commence on January 1, 2024.
- 8. <u>Effective Date.</u> This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind CCS until the appropriate CCS official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by CCS purchasing official, and that date has arrived or passed. CCS shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on CCS until an encumbrance of funds has been made for payment of the sums due under the contract.
- 9. <u>Clarifications.</u> Any and all amendments and/or revisions to this document shall be made by written addendum and posted to the CCS website, URL <u>https://www.ccs.k12.nc.us/Page/5102</u>. Vendors are responsible for reading and understanding any such addenda.
- 10. <u>Rights Reserved.</u> While CSS has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by CCS to award a contract. Upon determining that any of the following would be in its best interests, CSS may:
  - a. Waive any formality;
  - b. Amend the solicitation;

- c. Cancel or terminate this RFP;
- d. Reject any or all proposals received in response to this document;
- e. Accept any proposal(s) in part;
- f. Waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- g. If the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Vendors;
- h. Not award, or if awarded, terminate any contract if CSS determines adequate funds are not available; or
- i. If all responses are deficient, determine whether Wavier of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.
- 11. <u>Co-Vendors.</u> Vendors may submit offers as partnerships or other business entities. Such partners or other "Co- Vendors", if any, shall disclose their relationship fully to CCS. CCS shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean all such partners or Co-Vendors.
- 12. <u>Submitting a Proposal.</u> Each Vendor submitting a proposal warrants and represents that:
  - a. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
  - b. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by CCS are entirely the responsibility of the Vendor. CCS is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals, in-person interviews, presentations or any other expense incurred in conjunction with the bidding process.
- 13. All materials submitted in response to this RFP become the property of CCS and are to be appended to any formal documentation, which would further define or expand any contractual relationship between CCS and Vendor resulting from this RFP process.

# 14. <u>Evaluation Process</u>

- a) <u>Evaluation Criteria.</u> Overall ranking, based on the table below, may be adjusted up or down when considered with, or traded-off against other non-price factors. Multiple configuration and pricing options offered by any Vendor may be evaluated separately, on a case-by-case basis. Overall cost will remain the most heavily weighted factor.
- b) Proposals will be evaluated on the following ranking scale:

Cost	40%
Meeting requirements & flexibility of pricing/service options	30%
Vendor references & track record	30%

- 15. <u>Interviews/Presentations.</u> The evaluation committee may request clarifications, an interview with, or presentation from any or all Vendors. However, CCS may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to CCS, to discuss operational and contractual aspects of the proposal.
- 16. <u>Best and Final Offers (BAFO)</u>. If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. CCS may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". CCS will evaluate BAFOs and add any additional points to the Vendors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores.
- 17. <u>Award of Contract.</u> Qualified proposals will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9, applicable administrative rules and all other applicable local procurement codes. The responsible Vendor whose proposal is most advantageous to CCS, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by CCS or the Vendor, CCS reserves the right to accept any item or group of items on a multi-item proposal.
- 18. <u>Protest Procedures:</u> Protests of an award resulting from this RFP must be submitted to CCS at the address given on the first page of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. All protests will be governed by applicable state, local and federal laws and administrative codes.

# **GENERAL CONDITIONS OF THE CONTRACT**

- 1. <u>Personnel:</u> Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by CCS. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.
- 2. <u>Subcontracting.</u> The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide CCS with complete

copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that CCS is an intended third-party beneficiary of the contract; that the subcontractor has no agreement with CCS; and that CCS shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

- 3. <u>Vendor's Representation:</u> Vendor warrants that qualified personnel will provide services 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 information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of CCS under this Contract. Vendor will serve as the prime Vendor under this Contract. Should CCS approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). 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. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- 4. <u>Maintenance/Support Services:</u> Vendor agrees to provide the following services:
  - a. <u>Error Correction.</u> Upon notice by CCS of a problem with the services (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. CCS shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in conjunction with these services. Vendor and CCS shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.
  - b. <u>Material Errors.</u> Vendor shall notify CCS of any material errors or defects in the services known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect or unfavorable, results. Vendor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.
- 5. <u>Telephone Assistance.</u> Vendor shall provide CCS with telephone access to one point of contact for assistance in billing and to report and resolve service failures and added needs, during normal business hours, 8:00AM-5:00PM Eastern Time, Monday-Friday.

- 6. <u>Governmental Restrictions:</u> In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to CCS. CCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. CCS may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by CCS. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by CCS, CCS may terminate this Contract and compensate Vendor for sums due under the Contract.
- 7. Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of CCS for the purpose of obtaining any contract or award issued by CCS. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by CCS, except as shall have been expressly communicated to CCS in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of CCS has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by CCS of noncompliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1009(f), 06B.1030, or other provision of law.
- 8. Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in party by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to the Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. CCS shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

- 9. <u>Payment Terms:</u> Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. CCS is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. CCS may exercise any and all rights of Set Off as permitted in Chapter 105A-l et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
  - a. Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - b. Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however, in no event shall such approval and action obligate CCS to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 10. Acceptance Criteria: In the event acceptance of Deliverables is not described in additional Contract documents, CCS shall have the obligation to notify Vendor, in writing ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by CCS shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria CCS may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor tails to promptly cure the defect or replace the Deliverables, CCS reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of CCS within seven (7) calendar days of notification, unless otherwise agreed by CCS. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.
- 11. <u>Equal Employment Opportunity:</u> Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 12. <u>Inspection at Vendor's Site:</u> CCS reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure

conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.

- 13. <u>Advertising/Press Release</u>: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from CCS or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 14. Confidentiality. In accordance with 9 NCAC 06B.0207 and 06B.l001 and to promote maximum competition in the competitive bidding process, CCS may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. Seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL," or "TRADE SECRET" as appropriate. By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. CCS may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel CCS to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending CCS, including any public official(s) or public employee(s). The Vendor agrees that it shall hold CCS and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against CCS in the action. CCS agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. CCS shall have the right, at its option and expense, to participate in the defense of the action through its counsel. CCS shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.
- 15. <u>Care of Information:</u> Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from CSS during performance of any contractual obligation from loss, destruction or erasure.

Vendor warrants that all its employees and any approved third-party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of CCS, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. Seq. CCS may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to CCS for Vendor's execution. CCS may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication1075, (fax Information Security Guidelines for Federal, State, and Local Agencies), IHPAA, 42 USC 1320(d) (Health Information Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- 15. <u>Nondisclosure:</u> Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
- 16. <u>Late Delivery, Substitute Services:</u> Vendor shall advise the Agency contact person or office immediately upon determining that services will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute services.
- 17. <u>Access to Persons and Records:</u> Pursuant to N.C. General Statute 147-64.7, CSS, its Agent, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other local or state governmental agency within the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of five (5) years after the completion of this Contract. Additional audit or reporting requirements may be required by CCS, if in the opinion, such requirement is imposed by federal, state or local law or regulation.
- 18. <u>Assignment:</u> Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract: atoning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and CCS setting forth the foregoing obligation of Vendor and Assignee.
- 20. <u>Dispute Resolution</u>: 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 CCS for decision. A claim by CCS shall be submitted in writing to the Vendor's Contract

Administrator for decision. 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.

- 21. Default: In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by CCS and the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9 herein, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 24 and 25 and the obligation to informally resolve disputes as provided in Paragraph 20 of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. CCS reserves the right to require performance guaranties pursuant to 09 NCAC 068.1031 from the Vendor without expense to CCS. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. If Vendor fails to deliver Deliverables within the time required by this Contract, CCS may provide written notice of said failure to Vendor, and by such notice require payment of a penalty. Should CCS fail to perform any of its obligations upon which Vendor's performance is conditioned. Vendor shall not be in default for any delay, cost increase or other consequences due to CCS's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by CCS shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any default if requested by CCS. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.
- 22. <u>Waiver of Default:</u> Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or notation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 26 (b) herein below.
- 23. <u>Termination</u>: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Contract by written agreement at any time.CCS may terminate this Contract, in whole or in part, pursuant to Paragraph 21, or pursuant to

the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

a. <u>Termination for Cause</u>: In the event any goods or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 24 and 25 herein. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to CCS for damages sustained by CCS arising from Vendor's breach of this Contract; and CCS may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

c. <u>Termination for Convenience Without Cause</u>: CCS may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the CCS, CCS will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

### 24. <u>Limitation of Vendor's Liability:</u>

Where Deliverables are under CCS's exclusive management and control, the Vendor shall not be liable for direct damages caused by CCS's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for CCS's intended use of the Deliverables.

The Vendor's liability for damages to CCS for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. Provided, however, that CCS's Solicitation Documents or the Supplemental Terms and Conditions for Software or Services, if any, may increase Vendor's maximum liability for damages, but in no event shall the liability for damages be less than the total value of the Contract.

The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or

attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

25. Vendor's Liability for Injury to Persons or Damage to Property:

The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of CCS, employees of CCS, persons designated by CCS for training, or person(s) other than agents or employees of the Vendor, designated by CCS for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at CCS's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.

The Vendor agrees to indemnify, defend and hold CCS and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.

Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

26. <u>General Indemnity</u>: The Vendor shall hold and save CCS, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and

The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

27. <u>Changes:</u> This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, Qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. CCS shall

not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.

- 28. <u>Price Adjustments for Term Contracts:</u> Changes in prices or costs quoted by Vendor may be permitted during the term of the Contract, but shall be subject to the requirements of this Paragraph, and any additional terms of the solicitation document. Permitted changes during the Contract period must be general, either by reason of market change, change in manufacturer's list price or price adjustments authorized by Contract.
- 29. <u>Notification:</u> Vendor must provide written notification of any proposed pricing change to the CCS Operations Dept. not less than sixty (60) days prior to the desired effective date of any proposed price adjustment. If Vendor is a reseller, MCL, VAR, or other party having a similar relationship with the manufacturer, the notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the price change is general in nature.
- 30. <u>Decreases:</u> CCS shall receive full proportionate benefit of any decrease immediately upon the effective date at any time during the Contract period.
- 31. <u>Increases:</u> All prices and costs shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with CCS reserving the right to accept or reject the increase, or cancel the Contract. CCS shall exercise this right not later than 30 days after the receipt by of a properly documented request for price increase. Any increases accepted shall become effective not earlier than 30 days after the expiration of the original 30 days reserved to evaluate the request for increase.
- 32. <u>Time is of the Essence.</u> Time is of the essence in the performance of this Contract.
- 33. <u>Date and Time Warranty</u>: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- 34. <u>Independent Contractors:</u> Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of CCS. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.
- 35. <u>Transportation</u>: Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be

honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

- 36. <u>Notices:</u> Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail; Commercial Courier or by hand.
- 37. <u>Titles and Headings</u>: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 38. <u>Amendment:</u> This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of CCS and Vendor in conformance with Paragraph 27 herein.
- 39. <u>Taxes:</u> CSS is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. CSS may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.
- 40. <u>Governing Laws. Jurisdiction. and Venue:</u>

This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its sites and forum, shall be Cumberland County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract. to the jurisdiction of the courts of the State of North Carolina, and stipulates that Cumberland County shall be the proper venue for all matters.

Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

41. <u>Force Majeure:</u> Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire,

power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 42. Compliance with Laws: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 43. <u>Severability:</u> In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 44. <u>Iran Divestment Act and Divestment from Companies Boycotting Israel</u>: No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract ( the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
- 45. <u>Lunsford Act</u>: Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall ensure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.
- 46. <u>Sex Offender Registries; Ban on Direct Interaction with Children:</u> Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

- 47. <u>E-verify</u>: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the 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 General Statutes.
- 48. <u>Policy Compliance:</u> Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

#### **SPECIFICATIONS:**

- 1. SERVICES REQUIRED ALL LABOR, MATERIALS AND EQUIPMENT TO PROVIDE COMPREHENSIVE GROUNDS MAINTENANCE AT DISTRICT LOCATIONS LISTED IN APPENDIX A TO INCLUDE MOWING LAWNS, TRIMMING, EDGING, BLOWING OFF ALL WALKWAYS AND PARKING LOTS, LITTER AND YARD DEBRIS PICKUP, FIRE ANT TREATMENT AND MAINTENANCE OF FLOWER AND PLANT BEDS.
  - A. The contractor shall mow all lawns (with the exception of mowing High School Football, Softball and Baseball fields), trim, edge, blow off all sidewalks and walkways and remove grass clippings from driveways and parking lots. Certain designated Athletic Fields will be maintained by coaches. Areas outside of the athletic fields will be maintained under this contract. The areas around and under bleachers shall be maintained as a part of this contract.
  - B. The contractor shall remove all grass clippings, debris from stoops, ramps, parking lots, sidewalks and entrances. Tre limbs, litter and debris shall be removed prior to each cutting. All debris shall be removed from the campus and discarded off-site by the contractor
  - C. The contractor shall provide and apply herbicide (Roundup of Equivalent) to control unwanted grass and weeds. It shall not be used as an edging tool around plant and flower beds, sidewalks and parking lots. When applied, it shall not be sprayed in an area wider than six (6) inches. Apply in plant beds to control unwanted weeds and grass. Apply along fence lines to remove and control grass growing in fences. Always apply per manufacturers specifications.
  - D. Fire ants are to be treated and maintained as needed. Utilize approved products and or chemicals only, and apply per manufacturers specifications. All work and chemicals shall be in compliance with Cumberland County Schools' Integrated Pest Management Program.
  - E. The contractor shall cut, prune and trim trees, scrubs and other vegetation in planting beds. All work shall be completed in a professional manner and shall protect the tree or shrub from damage.
  - F. The contractor shall mulch all beds once each year. This should be completed in August of each year to facilitate orientation the start of school. Other times of the

year, the contractor will maintain the beds, removing all unwanted grass and weeds which might grow in the flower and plant beds.

- G. The contractor shall be responsible for protecting all property, including buildings, fences, posts, etc., keeping students and staff safe while working on site. The contractor shall utilize professional practices and not cause damage to automobiles and others. The contractor is responsible for all damages to property, persons, vehicles, etc., which might be damaged by and during work on a site.
- H. The contractor will provide unit pricing to provide mowing, edging, removal of debris and litter. Pricing will be per site.
- I. The contractor shall accommodate school schedules. This includes no cutting while students and staff are present on the playground, avoiding major testing dates, which will be provided in advance, and working with principals to provide a neat and well-maintained site for major school functions. The contractor is encouraged to provide a work schedule and to coordinate with Principals to avoid conflicts with school schedules and events.
- J. The contractor shall provide verification that services have been performed. Principals will be responsible for signing off that all services have been provided by this contract.
- K. The contractor shall maintain natural areas located at the various sites. This will include removal of limbs, branches, pine cones and other debris. Weeds, grasses and other foreign items should be removed and the areas kept neat and attractive.

MONTH	SERVICE	CUTS
January	As Needed	As Needed
February	As Needed	As Needed
March	As Needed	2
April	As Needed	3
Мау	Weekly	5
June	Weekly	4
July	Weekly	4
August	Weekly	5
September	Weekly	4
October	Weekly	3
November	As Needed	1
December	As Needed	As Needed

# 2. SCHEDULE – THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING SCHEDULE:

NOTE: The cuts column above indicates the estimated number of cuts needed during the growing season. The expectation is that the grass will be cut once each seven (7) days while grass is growing.

#### 3. FACILITIES – SEE APPENDIX A

Notes: Coaches or Parks and Rec notations include the exclusion of mowing only – Contractor is responsible for trimming, edging, etc.

#### 4. SITE PLANS – SEE ATTACHED AERIALS

Legend

School Property Boundaries

Fields mowed by Coaches

Fields mowed by Parks and Rec

#### **EXECUTION OF PROPOSAL FORM Cumberland County Board of Education**

#### **GROUNDS MAINTENANCE SERVICE CONTRACT AT MULTIPLE SCHOOLS**

<u>OFFER AND ACCEPTANCE</u>: This solicitation advertises Cumberland County Schools' (CCS's) needs for the services and/or goods described herein. CCS seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. CCS's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, CCS's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal.

<u>EXECUTION</u>: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion and is not otherwise in violation of state, local or federal procurement and antitrust laws. I furthermore certify that I have read and understand all addenda referencing this RFP. *Failure to execute/sign bid, using this page, prior to being submitted shall render bid invalid.* 

Bidder:	Federal ID No.				
Street Address:	P.O. Box: Zip:				
City & State:					
Print Name & Title of Person Signing:	Telephone Number:				
Authorized Signature:	Fax Number:				
Date:	E-Mail:				
Minority Status *:	Form of Minority Certi	fication**:			

\*Non-minority, Black, Hispanic, Asian/American, White Female, American Indian, Socially and Economically Disadvantaged, Disabled

\*\*Not Applicable, Local Agency, Self-Identified, State of NC HUB, Federal Agency, State of NC DOT, Out of State Agency, Unknown (Note: In July 2009, businesses will be required to be certified through the State of NC HUB)

#### **EXECUTION OF PROPOSAL FORM Cumberland County Board of Education**

<b>GROUP A- Westover Attendance Area</b>	Fee Proposed (Per Site)
Westover High/Middle Schools	\$
Morganton Road Elementary School	\$
Ponderosa Elementary School	\$
Cliffdale Elementary School	\$
Benjamin Martin Elementary School	\$

GROUP B- 71st Attendance Area	Fee Proposed (Per Site)
71 <sup>st</sup> High High School	\$
71 <sup>st</sup> Classical Middle School	\$
Lewis ChapelMiddle School	\$
Anne Chesnutt Middle School	\$
Brentwood Elementary School	\$
Loyd Auman Elementary School	\$
Lake Rim Elementary School	\$
E.E. Miller Elementary School	\$
Bill Hefner Elementary School	\$

#### ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Cumberland County Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders of the Instructions to Bidders, special terms and conditions specific to this Invitation To Bid, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR CUMBERLAND COUNTY SCHOOL USE ONLY								
Offer accepted and contract awarded thisattached certification or purchase order,	day of	, 20	, as indicated on					
BySchools).	(Authoriz	ed representative of	Cumberland County					

#### The Owner reserves the right to reject any and all proposals.

This Instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date

Finance Officer, Cumberland County Board of Education

2020-21 CCS Purchase Order # \_\_\_\_\_

Finance Onicer, Cumbenand

# **APPENDIX** A

# **GROUP A – WESTOVER ATTENDANCE AREA**

School	Address	Maintained Acerage (Approximate)		
Westover High School	277 Bonanza Drive Fayetteville, NC 28303	57.88 Acres – Coaches mow FB/SB Fields		
Westover Middle School	275 Bonanza Drive Fayetteville, NC 28303	Included in High School Site		
Morganton Road Elementary School	102 Bonanza Drive Fayetteville, NC 28303	12.28 Acres – Includes Neighborhood Path		
Ponderosa Elementary School	311 Bonanza Drive Fayetteville, NC 28303	14.63 / P&R mows BB/SB Fields		
Cliffdale Elementary School	6450 Cliffdale Road Fayetteville, NC 28304	13.27 Acres		
Benjamin Martin Elementary School	430 N. Reilly Road Fayetteville, NC 28303	15 / 9.43 Acres mowed by P&R		

# GROUP B - 71st ATTENDANCE AREA

School	Address	Maintained Acerage (Approximate)
Seventy-First High School	6764 Raeford Road Fayetteville, NC 28304	40.18 Acres – Coaches Mow FB/BB and SB Fields
Seventy-First Classical School	6830 Raeford Road Fayetteville, NC 28304	11.95 Acres
Lewis Chapel Middle School	2150 Skibo Road Fayetteville, NC 28314	29.49 Acres - P&R mows BB/SB Fields
Anne Chesnutt Middle School	2121 Skibo Road Fayetteville, NC 28314	27.29 Acres – P&R mows FB/SB and BB Fields
Loyd Auman Elementary School	6450 Cliffdale Road Fayetteville, NC 28304	16.86 Acres
Bill Hefner Elementary School	7059 Calamar Drive Fayetteville, NC 28314	18.7 Acres
E.E. Miller Elementary School	1361 Rim Road Fayetteville, NC 28314	17.22 – P & R Mows BB/SB Fields and Rec. Center
Lake Rim Elementary School	1455 Hoke Loop Road Fayetteville, NC 28314	25 Acres – P&R mows BB/SB Fields, Splash and Rec. Center
Brentwood Elementary School	1115 Bingham Drive Fayetteville, NC 28304	15 Acres – Includes Neighborhood Walkthrough

NOTES: These are total acreages for each site. Not all acreage is maintained under this contract, i.e., heavily wooded areas, large retention ponds, etc. Shaded areas are *mowed only* by others. All other maintenance to be done under this contract











THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION OF THIS PRODUCT LIES WITH THE USER.

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Current Time: 9/19/2023 7:10 AM

Parcels
Parcel Lines
Parcel Line

City Limits Fayetteville

Streets

• Addresses









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Current Time: 9/18/2023 2:47 PM



# **City Limits** Fayetteville Streets

Lakes, Ponds

Addresses













