

City of Greenville, NC



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Recreation and Parks Department City Park Mowing 2023 Informal Bid Request #22-23-33

Pre-Bid Meeting: **March 9, 2023 @ 10:00 am**
Facilities Management Conference Room
101 Hooker Rd, Greenville, NC

Bid Due Date: **March 16, 2023 @ 10:00 am**
Facilities Management Conference Room
101 Hooker Rd, Greenville, NC

Contact Persons:

Questions regarding the bid package:

Mrs. Wanda House
Purchasing Manager
Telephone: 252-329-4862
Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Mr. Ross Peterson
Parks Facility Manager
Telephone: 252-329-4554
Email: rpeterson@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR PROPOSALS
“CITY PARK MOWING”**

The City of Greenville, NC is requesting proposals for “CITY PARK MOWING 2023” see Exhibit “A”. The scope of work shall include litter removal, finish mowing, weed trimming, edging, and clipping removal of (12) parks throughout the City and all of the Greenway. These areas total approximately 115 acres.

Sealed proposals or emailed proposals will be received by the City of Greenville until March 16, 2023 @ 10:00 am in the Facilities Management Conference Room located at 101 Hooker Rd, Greenville, NC 27835-7207 or to rpeterston@greenvillenc.gov with the words “City Park Mowing 2023” written on the outside of the sealed envelope. Bids will be received until that time and will be evaluated for award at a later date with Parks Maintenance Staff and Purchasing.

A mandatory Pre-bid Conference will be held at the Facilities Management Conference Room on March 9, 2023 @ 10:00 am. The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the City of Greenville, 201 W. 5th Street, Greenville, NC 27834, during regular business hours, and available to prospective bidders. Inquiries should be directed to the Purchasing Manager at the above address --- Telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Purchasing Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
City Park Mowing 2023
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. If the Contractor is unable to provide a proposal for any reason, please send a letter of explanation.**
- 6. Questions regarding any procedure for submission of a proposal for Greenville City Park Mowing 2023 shall be directed by email to Ross Peterson, Parks Facility Manager, at rpeterson@greenvillenc.gov.**
- 7. By submitting a proposal for the Contractor to provide Greenville City Park Mowing, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 8. Contractor must comply with all OSHA requirements associated with the work within this contract.**
- 9. It is expected that work would begin no earlier than April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract or the need for City Council approval.**
- 10. No work will be performed at any time without proper supervision. Names and experience of supervisors shall be provided.**

- 11. All Greenville city park mowing must be performed Monday – Friday and completed by 3:30 pm. Mowing on Weekends is not permissible.**
- 12. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 13. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.**

Exhibit "A"

**CITY OF GREENVILLE
RECREATION AND PARKS DEPARTMENT
SPECIFICATIONS FOR
CITY PARK MOWING 2023**

1.0 SCOPE:

- 1.0 The scope of work shall include litter removal, finish mowing, weed trimming, edging, and clipping removal for the A. Best Freedom Park, Paramore Park, H. Boyd Lee Park, West Haven Park, Off Leash Dog Area, Elm Street Park, Perkins/Sports Connection, Jaycee Park, Guy Smith Stadium, Thomas Foreman Park, Lake Firetower, Third St. Lots, and all three current phases of the Greenway.**
- 1.1 The attached Exhibit "B", City Park Mowing Contract 1-6, 22-25, 27, and 29 details the line items associated with contract area. Bids shall be per line item and totaled per contract.**

2.0 GENERAL:

- 2.1 Contractors submitting bids needs ensure bid is complete for contract.**
- 2.2 Contracts 1-6, 22-25, 27, and 29 to be mowed on a weekly basis (32 weeks). Mowing frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.3 All mowing shall be completed in a professional manner and shall conform to these specifications.**
- 2.4 Failure of the contractor to meet or perform work to these specifications as determined by the Recreation and Parks Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.**
- 2.5 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 PARK MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs prior to mowing, excluding material that has been illegally dumped. Contractor**

must notify Frank Livesay, Parks Facility Supervisor, (252) 329-4556 with location of illegally dumped material.

- 3.2 The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below.
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Frank Livesay, Parks Facility Supervisor, (252) 329-4556 with location of limbs larger than six (6) inches diameter.
- 3.4 All areas will be finish mowed at two (2) inches in height. Areas where large riding mowers are not feasible must be mowed with push mowers.
- 3.5 Herbicide spraying shall be done to control weed and grass growth. This task shall be done to industry standards and in accordance to labeled guidelines.
- 3.6 Grass trimming must be performed around all poles, trees, signs and along the fence areas.
- 3.7 Edging must be performed along sidewalks and curbs. Edging can be performed with weed trimmer or edger.
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to an alternate work site.
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to an alternate work site.
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.
- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Contractor must notify Frank Livesay, Parks Facility Supervisor, (252) 329-4556 in the event that a site is too wet to cut.

4.0 PAYMENT AND BID:

- 4.1 Bids shall be per cycle and totaled per contract.

- 4.2 The contract period will be from April 1, 2023 to November 30, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree.**
- 4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or

ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 4.9 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.
- 4.10 Contractor must maintain a current City of Greenville Business license and complete a new vendor application and associated documents as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

- 5.1 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance must be maintained during the duration of the contract.

5.2 OTHER INSURANCE:

The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits. The Contractor will be required to purchase a City of Greenville privilege license from the Collections Division. The Collections Division is located on the first floor of City Hall at 200 W. Fifth Street.

5.3 CANCELLATION:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

5.4 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

**Ross Peterson, Parks Facility Manager
City of Greenville
PO Box 7207
Greenville, N.C. 27834
Email: rpeterson@greenvillenc.gov**

6.0 DAMAGE TO CONTRACTORS PROPERTY:

6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.

6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 ADDENDUM

- 7.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect.**
- 7.2 Amendment: The contract may be amended from time to time through written agreement by both parties.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/financialservices/purchasingdivision on the City of Greenville's webpage.**
- 8.2 E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.**
- 8.3 IRAN DIVESTMENT ACT: Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.**
- 8.4 All firms that are submitting a bid are required to complete the Iran Divestment Act Certification form included as Attachment C and shall be included with the bid package.**

9.0 REFERENCE INFORMATION

All bidders must provide a list of three (3) client references of similar park mowing or commercial related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information below with the bid sheet.

1. **Company name:** _____

Contact person: _____

Title: _____ **Phone No.** _____

2. **Company name:** _____

Contact person: _____

Title: _____ **Phone No.** _____

3. **Company name:** _____

Contact person: _____

Title: _____ **Phone No.** _____

10.0 CONTRACTOR INFORMATION

Please provide the information below with the bid sheet.

**CITY OF GREENVILLE
NORTH CAROLINA**

PROSPECTIVE CONTRACTOR DATA FORM

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Email: _____

Tax ID# _____

Corporation or Partnership: _____

Number of Years in Business: _____

Number of Years in Greenville Area: _____

Number of Permanent Employees: _____

Number of part-time Employees: _____

Number of Riding Lawn Mowers: _____

Number of Weed Trimmers/Edgers: _____

List other tools and/or equipment you feel appropriate to perform the specified duties:

**CITY OF GREENVILLE
RECREATION AND PARKS DEPARTMENT
REQUEST FOR BIDS**

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications there of, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications.

| <u>Description</u> | <u>Bid per Cycle/Total Contract</u> |
|------------------------|-------------------------------------|
| City Park Mowing 2023: | Contract 1 _____ / _____ |
| | Contract 2 _____ / _____ |
| | Contract 3 _____ / _____ |
| | Contract 4 _____ / _____ |
| | Contract 5 _____ / _____ |
| | Contract 6 _____ / _____ |
| | Contract 20 _____ / _____ |
| | Contract 22 _____ / _____ |
| | Contract 23 _____ / _____ |
| | Contract 24 _____ / _____ |
| | Contract 25 _____ / _____ |
| | Contract 27 _____ / _____ |
| | Contract 29 _____ / _____ |

Company Name: _____

Signed: _____

Print Name: _____

Date: _____

Exhibit "B"

City Park Mowing Location

CONTRACT 1

Andrew A. Best Freedom Park (AABFP) located at 315 Oakdale Rd. and is approximately 3 acres.

Contract 2

Paramore Park (PMP) located at 401 E. Fire Tower Rd. and is approximately 5 acres.

Contract 3

H. Boyd Lee Park (HBLP) located at 5184 Corey Rd. and is approximately 47 acres.

Contract 4

West Haven Park (WHP) located at 203 Cedarhurst Dr. and is approximately 1 acre.

Contract 5

Off Leash Dog Area (OLDA) located at 400 N. Ashe St. and is approximately 2 acres.

Contract 6

Greenway (GW) Phases I, II, III located from Town Commons – River Dr. from 5th St. – Elm St. from Evans St / Arlington Blvd to Charles Blvd. from Nash St. to White St.

Contract 20

Lake Firetower (LF) located on Baywater Rd. and is approximately 4 acres.

Contract 22

Third St. Lots (TSL) located at 1611 W Third St. and 1609 W Third St and combined is approximately .5 acres.

Contract 23

Elm St. Park (ESP) located at 1058 S Elm St. and is approximately 4 acres.

Contract 24

Perkins Little League Complex/Sports Connection (Perkins/SPC) Located at 1703 E. 14th St. and is approximately 7 acres.

Contract 25

Jaycee Park (JCP) located at 2000 Cedar Ln. and is approximately 6 acres.

Contract 27

Guy Smith Park (GSS) located at 1000 Moyer Blvd. and is approximately 4 acres.

Contract 29

Thomas Foreman Park (TFP) located at 400 Nash St. and is approximately 6 acres.

****Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation****

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: _____

As of the date listed below, the contractor, vendor or bidder listed above, and all sub-contractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

****Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation****