

**INVITATION TO BID
BID #23-24-28**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
FIRE/RESCUE STATIONS 1-7
FACILITY LANDSCAPE MAINTENANCE
City of Greenville, North Carolina**



Find yourself in good company

Pre-Bid Meeting: **Tuesday, December 19, 2023 at 2:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Tuesday, January 9, 2024 at 2:00 pm**
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:

Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
“CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
FIRE/RESCUE STATION FACILITY LANDSCAPE MAINTENANCE”**

The City of Greenville, NC is requesting bids for “Public Works Department Fire/Rescue Station Facility Landscape Maintenance” as listed below. The scope of work will include, but not limited to, litter removal, clipping removal, mowing, weed trimming, pruning, weeding, herbicide application, plant removal/replacement, mulch maintenance, and edging on each contract area per the scope of work and specifications.

Weekly Cycle

- Fire/Rescue Station #1 (500 South Greene Street)
- Fire/Rescue Station #2 (2490 Hemby Lane)
- Fire/Rescue Station #3 (2400 Charles Boulevard)
- Fire/Rescue Station #4 (200 Staton Road)
- Fire/Rescue Station #5 (255 Rollins Drive)
- Fire/Rescue Station #6 (3375 East 10th Street)
- Emergency Operations Center (3377 East 10th Street)
- Butler Building (3379 East 10th Street)
- Fire Training Tower (3381 East 10th Street)
- Fire/Rescue Station #7 (4170 Bayswater Drive)

Sealed bids will be received by the City of Greenville until Thursday, January 9, 2024 at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207. On the outmost package, the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Fire/Rescue Stations 1 – 7 Facility Landscape Maintenance Bid shall be written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A Pre-bid Conference will be held at the Public Works Department conference room, located at 1500 Beatty Street, on Tuesday, December 19, 2023 at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. Site visits can be scheduled with coordination between Michael Turner, Building Facilities Coordinator and the Fire/Rescue department. Notice of site visit shall be given twenty-four (24) hours in advance of visit. 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 ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, 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 Wanda House, Financial Services Manager, 201 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS

Invitation to Bid Fire Stations 1 – 7 Facility Landscape Maintenance 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 prior to award on this contract.**
- 2. It is expressly understood by the contractor offering a bid, 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 bid 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 bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. Questions regarding the specifications, or mowing and landscape maintenance areas for City of Greenville Public Works Department Fire/Rescue Stations 1-7 facility landscape maintenance, shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**
- 6. By submitting a bid for the Contractor to provide the City of Greenville Public Works Department Fire/Rescue Stations 1-7 facility landscape maintenance, 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.**
- 7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.**
- 8. It is expected that work would begin approximately March 1, 2024. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 10. All City of Greenville facility mowing or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday will only be allowed with prior proper approval from the City.**
- 11. 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.**

- 12. The City reserves the right to add or delete similar items/services specified in the bid 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.**
- 13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.**
- 14. The Contractor will need to show proof of a valid North Carolina pesticide license in the correct categories, and North Carolina landscape contractors license for Fire/Rescue Stations 1-7 facility landscape maintenance, and include this information/documentation with the completed and submitted bid package.**

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:**

FIRE/RESCUE STATIONS 1-7 FACILITY LANDSCAPE MAINTENANCE

1.0 SCOPE:

- 1.1** The scope of work shall include litter removal, clipping removal, weed trimming, pruning, weeding, herbicide application, edging, mowing, plant removal, mulch maintenance, and leaf removal for fire/rescue stations 1-7 in this contract area per scope of work and specifications.
- 1.2** The total monthly bid amount shall be included on the attached Request for Bids sheet as indicated.

2.0 GENERAL:

- 2.1** Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2** All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3** Failure of the contractor to meet or perform work to these specifications as determined by the Public Works 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.
- 2.4** Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.

3.0 FIRE/RESCUE STATIONS 1-7 FACILITY LANDSCAPE MAINTENANCE:

- 3.1** The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs PRIOR to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, 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 in 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 Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.

- 3.4 **Herbicide spraying WILL be allowed in these areas. The Contractor must be licensed in the required categories for the specified work in this contract area.**
- 3.5 **Mechanical edging must be performed on each cycle along sidewalks, medians, curbs, along landscape beds and tree rings. Edging can be performed with mechanical edger or string trimmer.**
- 3.6 **Weed trimming must be performed around all poles, trees, signs and other similar structures on the property.**
- 3.7 **Clippings and debris scattered into the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.**
- 3.8 **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.**
- 3.9 **The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.**
- 3.10 **All turf areas will be finished mowed at two and one-half (2.5) inches in height.**
- 3.11 **Contractor must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with fire/rescue station operations.**
- 3.12 **The following landscape maintenance services shall be provided by the contractor for:**
- **Pruning of Shrubs/Groundcovers**
 1. **Shrubs and groundcovers must be trimmed in the appropriate manner for type of plant material and landscape design at appropriate times for the plant.**
 2. **A pruning plan will be developed and submitted, by the Contractor, to City staff for review and approval, prior to pruning of shrubs and groundcovers within this contract.**
 3. **Pruning of shrubs should be twice annually, approximately April/May and October/November to maintain the planned design for plantings.**
 4. **Pruning will include deadheading of perennials and removal of dead stalks, or leaves at least one time per month.**
 5. **Cut back perennials and groundcovers as species requires prior to spring growing season.**
 6. **Liriope must be cut back in February. Cut back Liriope in a manner to avoid damaging the crown of Liriope and remove all clippings and debris immediately after pruning.**
 7. **Shrubs and groundcovers must be trimmed to avoid encroachment of the curb, streets, or sight lines.**
 8. **Remove each cycle any dead, dying, or damaged shrub limbs.**

- **Pruning of trees**
 1. Trees must be trimmed in the appropriate manner and time for type of plant material and landscape design one time per year or as directed.
 2. Pruning as directed is defined as direction from the City to prune in the case of safety concerns, low limbs, damage to the plant, or other reasons determined by the City.
 3. A pruning plan will be developed and submitted, by the Contractor, to City staff for review and approval, prior to pruning of shrubs and groundcovers within this contract.
 4. Contractor is only responsible for lower limbs (10' and below) of large canopy trees to maintain clearance from the ground, sidewalks, streets, ornamental plantings and for safety considerations.
 5. Water sprouts or suckers must be removed from trees within the contract at least one time per month from March to November.
 6. Remove each cycle any dead, diseased, dying tree limbs within the contract area for trees contractually responsible for.

- **Litter Cleanup**
 1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.
 2. Litter removal and trash can liners in the trash containers are not included as part of this contract.

- **Mowing**
 1. Edging, utilizing a mechanical edger or string trimmer, shall be completed weekly.
 2. Mowing height shall be 2 ½ inches.
 3. Mowing will be required in all designated areas shown on the maps for fire/rescue stations 1-7. Maps are attached.
 4. Mowing must occur weekly during the mowing season (March 1 – November 30) and as needed or as directed by the City during winter months for immediate aesthetic improvement.
 5. 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 another work site.
 6. Weed trimming must be completed around all signs, trees, poles, along fenced areas and around other similar structures on the property weekly.

- **Weed Control**
 1. The contractor must provide a copy of their valid pesticide license(s) and be licensed in the correct categories for pesticide application within this contract area and include in the completed and submitted bid package.
 2. All pesticides proposed to be applied within this contract area must be approved in advance by Michael Turner, Building Facilities Coordinator.
 3. Hand weed control will be necessary for prevention of plant damage or for immediate visual improvement.
 4. Must maintain all concrete areas, sidewalks, concrete medians, and curb lines free of vegetation, grass or weed growth.
 5. Spray bands around poles, signs, beds or along sidewalks or curbs are NOT permitted.

- **Mulch Bed Maintenance**
 1. The contractor will rake mulch in landscape beds and tree rings during maintenance activities one time per month where bare areas exist to ensure coverage of bed areas with mulch. At least once per year, the Contractor must turn over all the mulch in all the beds with a small mechanical tiller.
 2. Leaves must be removed from tree rings or beds during leaf fall periods at least every two weeks.
 3. Mulch shall not be raked against trunks of trees or base of shrubs but must be tapered to ground level at base of plants.
 4. Mulch will be installed once per year during the months of January – February of each year.
- **Dead or Damage Shrub Removal**
 1. The contractor should remove all dead plants during each maintenance visit and notify Michael Turner, Building Facilities Coordinator, of plants removed. The contractor shall, if notified by the City, remove any dead plants within five (5) working days of notification if between maintenance visits. Repair of the area the plant was removed from will be required prior to contractor leaving the contract area or if supplies are needed within the same day of removal.
- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas weekly during periods of leaf drop. Timing will depend on plant or tree variety.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable as long as this does not create visible thatch.

Notes:

- Insect or disease control for plantings will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.
- The contractor will be required to submit a maintenance plan in writing via email to Michael Turner at mturner@greenvillenc.gov by the 20th of each month for the upcoming month. The City will respond with any questions, comments, or concerns prior to the end of the month the maintenance plan is submitted. The maintenance plan must have the following components at a minimum:
 - Pruning plan
 - Herbicide application plan including herbicides proposed to be used
 - Other planned work such as mulching, edging or leaf removal
 - Report of previous month maintenance notes

4.0 PAYMENT AND BID:

- 4.1** The contract period will be from approximately March 1, 2024 to June 30, 2025. 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 in writing starting annually on July 1st and ending the last day of June. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request MUST be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.
- 4.6 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.
- 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 Tish Williams, M/WBE Coordinator, at (252) 329-4462 or tfwilliams@greenvillenc.gov.

- 4.8 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.
- 4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**
The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4.10 The City of Greenville reserves the right to reject any, and all bids, to waive any informalities and to accept the bid if it seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.

4.11 Contractor must complete a new vendor application and associated documents or update an existing profile as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

5.1 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.

5.2 The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

a. **Workers’ Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.
 Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
 Bodily Injury by Disease \$1,000,000 policy limit.
 Bodily Injury by Disease \$1,000,000 each employee.

b. **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Consultant/Contractor must be added as an Additional Insured to the Commercial General Liability policy.

c. **Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

d. **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.

e. **Proof of Carriages:**

i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.

- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

5.3 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.

5.4 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner
 Building Facilities Coordinator
 City of Greenville
 Public Works Department
 1500 Beatty Street
 Greenville, N.C. 27834
 Email: mturner@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.
- 6.3 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, tools 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.
- 6.4 The successful bidder shall assume full and complete liability for any and all damages to 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 AMENDMENTS, ADDENDA, OR QUESTIONS:

- 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. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge receipt of each addenda on the bid sheet.
- 7.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

7.3 **Questions:** Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov

7.4 **Schedule for questions and addenda:**

Last date to submit a question: Thursday, December 28, 2023 by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Thursday, January 4, 2024 by 5:00 p.m.

8.0 E-VERIFY COMPLIANCE:

8.1 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. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9.0 IRAN DIVESTMENT ACT:

9.1 Vendor certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

10.0 NON-COLLUSION:

10.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 WITHDRAWAL OF PROPOSALS:

11.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

12.0 REFERENCE INFORMATION:

12.1 All bidders must provide a list of three (3) client references of similar turf and maintenance 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 on the "Contractor Reference Information" sheet and attach with the bid sheet.

13.0 CONTRACTOR INFORMATION:

13.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

2. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

3. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

****Include completed form with submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. Bids will be awarded based on the total bid per month for all fire/rescue stations. Bidder must be on all fire/rescue stations in order to have a responsive bid.

Fire Stations 1-7 Facility Grounds Maintenance Bid

<u>Description</u>	<u>Bid</u>
Total Monthly Bid for Fire/Rescue Station #1 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #2 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #3 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #4 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #5 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #6, Emergency Operations Center, (Per specifications) Butler Building and Fire Training Tower	_____
Total Monthly Bid for Fire/Rescue Station #7 (Per specifications)	_____
Total Monthly Bid for all Fire/Rescue Stations (Stations 1+2+3+4+5+6+7=total monthly bid for all fire stations)	_____

Addendum Acknowledgement:

Please record each Addendum Number Received: ____ / ____ / ____ / ____ / ____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted bid package***

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the _____

Day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||

****Include completed form with submitted bid package***

Fire/Rescue Station #1
(Includes all areas within the property line shown below)



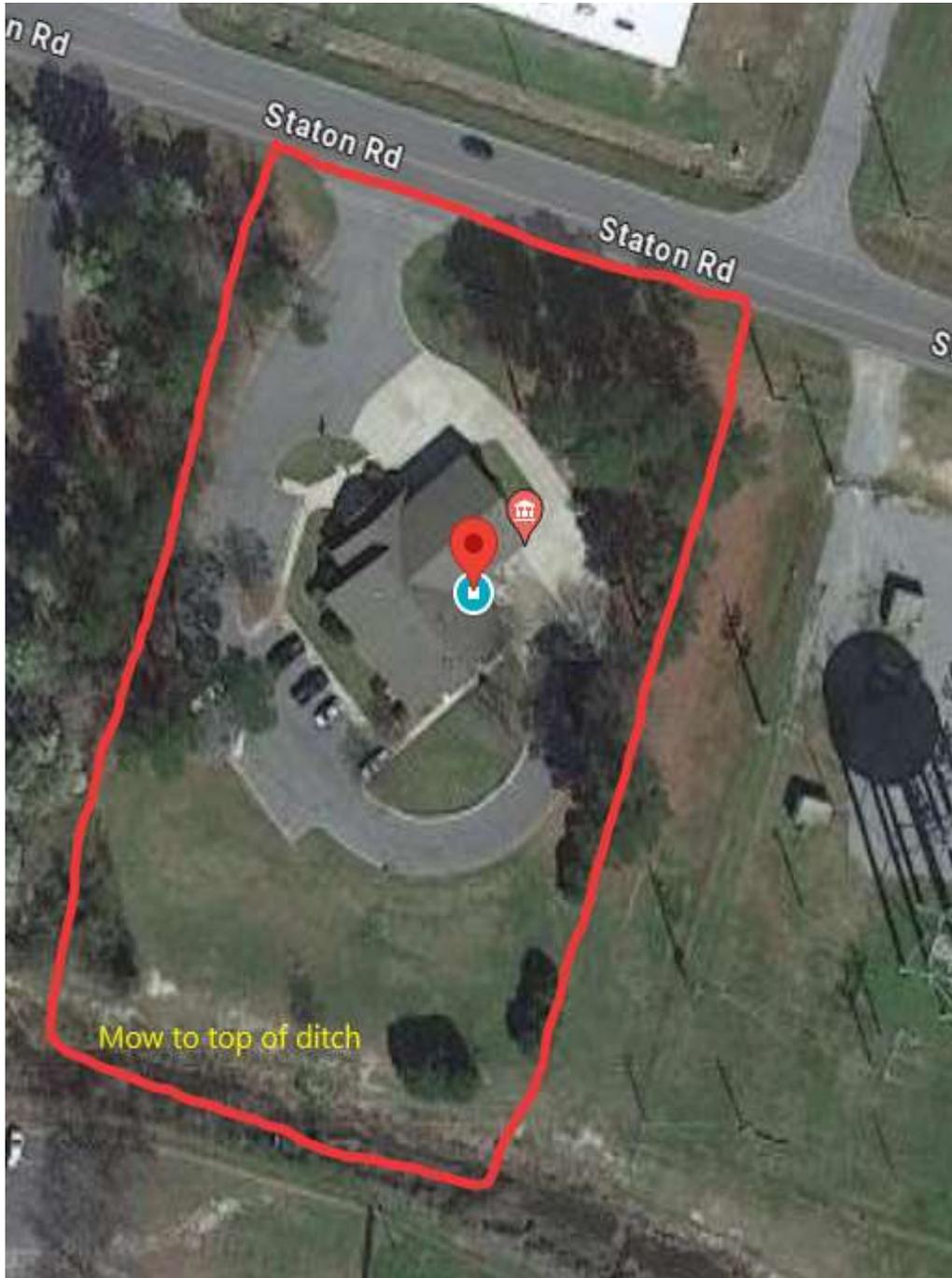
Fire/Rescue Station #2
(Includes all areas within the property line shown below)



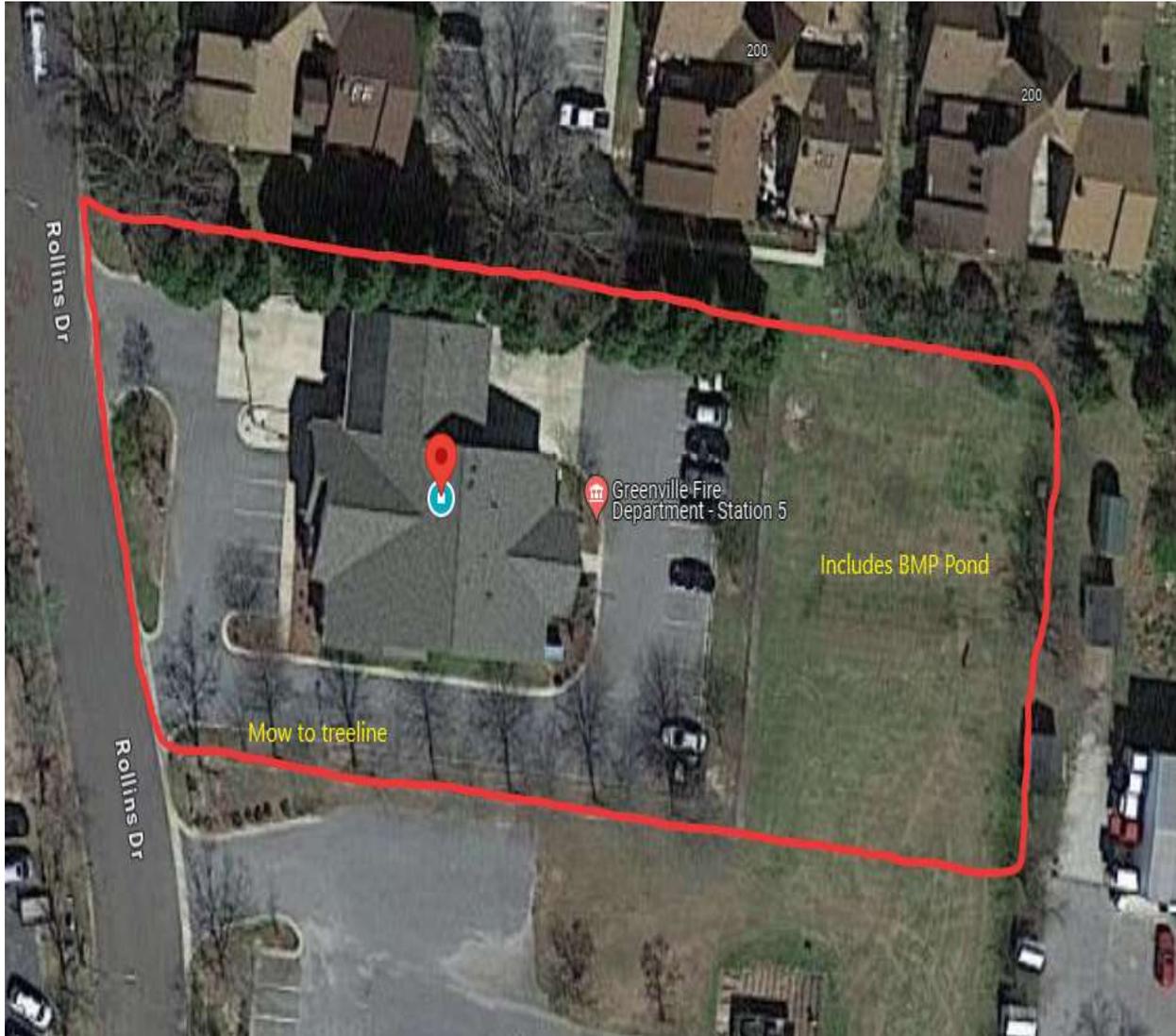
Fire/Rescue Station #3
(Includes all areas within the property lines shown below)



Fire/Rescue Station #4
(Includes all areas within the property lines shown below)
Mow to the top of the ditch at the rear of the property



Fire/Rescue Station #5
(Includes all areas within the property lines shown below)
BMP Pond in included



Fire/Rescue Station #6
(Includes all areas within the property lines shown below)
Green Giant Arborvitae are not to be pruned or maintained



Fire/Rescue Station #7
(Includes all areas within the property lines shown below)
Maintenance will not be done to the shrubs/trees around the fenced-in area
No mowing will be done inside the fenced-in area



Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).