

**INVITATION TO BID
BID # 19-20-15**

**CITY OF GREENVILLE PUBLIC WORKS LANDSCAPE
MAINTENANCE
B&G CONTRACT # 8
UPTOWN PLANTER MAINTENANCE
CITY OF GREENVILLE
NORTH CAROLINA**



Find yourself in good company

MANDATORY

**Pre-Bid Meeting: Wednesday, January 8th, 2020 @ 3:00 p.m.
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC**

Bid Due Date: Thursday, January 23rd, 2020 @ 3:00 pm

Contact Persons:

Questions regarding the bid package:

**Ms. Denisha Harris
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: dharris@greenvillenc.gov**

Questions regarding the specifications:

**Mr. Devin Thompson
Building and Grounds Superintendent
Telephone: 252-329-4522
Fax: 252-329-4535
Email: dthompson@greenvillenc.gov**

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT UPTOWN FLOWER
PLANTER MAINTENANCE"**

The City of Greenville, NC is requesting bids for "Public Works Department Uptown Flower Planter Maintenance Contract # 8. The scope of work will include litter removal, watering, planting annual/perennial flowers, planting shrubs, trimming shrubs, dead plant removal, and plant clipping removal in this contract area per scope of work and specifications.

Sealed bids will be received by the City of Greenville until Thursday, January 23, 2020 @ 3:00 pm at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 with the company name, Attention: Devin Thompson, and the words City of Greenville Public Works Department Uptown Planter Maintenance Contract Bid written on the outside of the sealed envelope. Bids will be opened and read aloud at this time. Bids will be reviewed, evaluated, and the contract will be awarded at a later time.

A Mandatory Pre-bid Conference will be held at the Public Works Conference Room on Wednesday, January 8th, 2020@ 3:00 p.m. 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 and time the proposals are due, the 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 Financial Services Manager, 201 W. Fifth Street, Greenville, NC, or at the Public Works Department located at 1500 Beatty Street, Greenville N.C., 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 dharris@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Denisha Harris, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

ATTACHMENT A

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
Uptown Flower Planter 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 contract award.
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 the specifications or maintenance areas for City of Greenville Public Works Department Rights- of -Way Landscape Maintenance Contracts shall be directed by email to Devin Thompson at dthompson@greenvillenc.gov.
7. By submitting a bid for the Contractor to provide City of Greenville Public Works Department Uptown Planter 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.
8. Contractor must comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
9. It is expected that contract would begin around May 1, 2020. However, such starting date is subject to change based on time needed to finalize the contract, or the approval/signature process, or other reasons.

- 10. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided.**
- 11. This contract may be performed Monday – Sunday at a time deemed acceptable to the contractor and the City of Greenville.**
- 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.**
- 14. 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.**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT UPTOWN PLANTER
MAINTENANCE CONTRACT #8**

1.0 Scope of Work: The City of Greenville desires to have a qualified company maintain thirty- eight (38) movable landscape planters and eight (8) built in permanent planters located throughout the uptown area. The size breakdown for the movable planters are as follows: Six (6) total concrete round planters between 24 and 36 inches, Six (6) upright tall square planters (2' X2' by 4' Tall), Four (4) large square planters (4' X 4' X 4' tall), and Twenty-two (22) (22" x 62") metal planters.

The movable planters are located at the following areas:

5th Street from S. Washington St. to Reade Street
5 Points Plaza Parking Lot (5th and Evans)
Peace Garden located in front of Sheppard Memorial Library (Evans Street and Reade)
Around the exterior (Alley sides) of Parking Deck Located at E. 4th and Cotanche St.
Alley beside of the Live United Courtyard on 100 Block of W. 4th Street
Alley/ 400 block of Cotanche Street beside and behind the Greenville Convention and Visitors Bureau office

The eight built in permanent planters are located in the rights-of-way of Evans Street from 5th Street to 1st Street.

The movable planters must be planted three times per year per the following schedule windows:

May 1 through May 10 - summer annuals
1st full week of October- fall Chrysanthemums.
1st full week of November - winter annuals

The eight built in permanent planters shall include the following maintenance:

- *Remove litter, debris, and cigarette butts in planters (Weekly)
- *Water plantings (As needed to ensure plants are continually in peak condition) Water will be available for contractor to fill contractor's water tank at the PWD Operational facility.
- *Mulch beds with mulch provided by the City two times per year as directed by project manager to maintain 3" cover. (5 planters have mulch and 3 planters have stone) The planters with stone will need one refresh application of stone per year. (Stone will be provided by the City and will be available for pickup at the PWD Operational facility) Application time will be at the direction of the City. Some removal of existing mulch may be required in some areas to allow for a fresh coat of mulch.
- * Deadhead perennials as required (Inspect Weekly)

- * Sweep and pick up litter, debris, and cigarette butts in a 3 foot area from base of planters in all directions.
- * Prune perennials, shrubs, and trees in planters as required for the type planting to maintain continued professional appearance (Pruning plan will be developed by City and Contractor). All clippings must be cleaned up and removed during each pruning.
- * Remove Weeds from planters by hand weekly.
- * Report any disease, or insect problems to Project Manager immediately. (Contractor will not apply any insecticides, fungicides, or herbicides as a part of this contract)
- * Annual plantings are not required in these beds as a part of this contract.

Movable Planters:

This is a full maintenance contract which includes but not limited to the following;

- *Planting flowers per schedule for summer annuals, fall Chrysanthemums, and winter annuals
- *Watering flowers and plantings as needed to maintain planters in top condition
- * Mulching planters at plantings and when repairing damage
- * Fertilizing as needed to maintain plantings in peak condition. A plan for the fertilizer product, schedule, and application methods will be discussed by the City and Contractor. All materials will be purchased by the City.
- * Hand weeding to maintain planters in weed free condition
- * Deadheading of flowers to maintain flower in peak condition
- * Litter removal in planters and around planters (3 feet in all directions)
- * Replace plants as needed due to damage or plants dying to ensure the plants and planters are **always** in peak condition.
- * A minimum of three visits per week for the movable planters are expected (During hot and/or dry periods and establishment periods more visits will be needed to keep plantings in top condition).
- * Contractor will not apply any insecticides, fungicides, or herbicides as a part of this contract.

The contractor awarded this contract shall establish a base schedule with the City's project manager and keep City informed of changes in the schedule. Flowers, perennials, or plants for the planters will be purchased by the City, or the Contractor will be reimbursed for cost of materials and delivery, if City approves purchasing of materials by the Contractor. In case of vandalism, or other damages outside the control of the maintenance company, an hourly rate will be negotiated with the successful company for repairs. Repairs are required within 48 hours from time of discovery/notification. Material costs will not be the responsibility of the company in these cases.

Special Conditions: All planting plans are to be established or approved by Devin Thompson, Buildings and Grounds Superintendent, or designee of the City of the Greenville Public Works Department prior to the three installation periods. The expectation is that the planters are thick, have continuous blooms, and provide maximum appeal with varied textures, colors, and heights. If planters are added or removed, the company will be compensated additionally, or a reduced amount, based on the monthly per planter bid rate.

1.1 The total bid amount per month shall be included on the Request for Bid sheet as indicated.

2.0 GENERAL:

2.1 Areas of work are to be maintained on the frequency specified. Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.

2.2 All planter maintenance and plantings 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 or purchase order 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 Planter Maintenance:

3.1 The contractor is expected to remove scattered debris, litter and limbs located within planter or immediately adjacent to the planter prior to maintaining planters (3 feet in all directions). Contractor must notify designee of the Building and Grounds Division/Public Works Department with location of piles of illegally dumped material.

3.2 The City of Greenville reserves the right to reduce or add to the number of planters for any reason it deems necessary during the contract period. Any elimination or addition of planters 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 planters.

4.0 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.2 The contract period this year will be from approximately May 1, 2020 to April 30th, 2021. 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 May 1st and ending April 30th.**
- 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 invoice is expected prior to the 10th of each month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 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. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. 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 **ACCEPTANCE/REJECTION OF PROPOSALS:** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.

4.10 Contractor must complete a new vendor self-service profile and associated documents as required upon acceptance of uptown flower planter maintenance 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 before beginning work. 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.

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 beginning work on this contract. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

**Devin Thompson
Building and Grounds Superintendent
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: dthompson@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 AMENDMENTS, ADDENDUMS, 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 reading 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 Any questions regarding these bid specifications must be sent by email to dthompson@greenvillenc.gov.

7.4 Schedule for questions and addenda:

Last date to submit a question: Tuesday, January 14, 2020 by 5 p.m.
Questions will be answered by: Thursday, January 16, 2020 by 5 p.m.
Last addenda will be posted by: Thursday, January 16, 2020 by 5 p.m.

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.

9.0 E-Verify Compliance

- a) 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.

- b) **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. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.**

10.0

IRAN DIVESTMENT ACT: 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.

11.0

NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

12.0

NON-COLLUSION: 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.

13.0

FEDERAL LAW: 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.

14.0

WITHDRAWAL OF PROPOSALS: 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.

15.0 REFERENCE INFORMATION

All bidders must provide a list of three (3) client references of similar right of way, facility, or planter 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 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.** _____

16.0 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:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Title: _____

Email: _____

**Description of equipment you will utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
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.

<u>Description</u>	<u>Bid</u>
Contract # 8	
A.Total Bid per month for 38 movable planters	_____
B. Total Bid per month for 8 built in planters	_____
C. Total of Bid A + Bid B per month	_____

Line Item C. calculation

Line Item A + Line Item B = Line Item C

- Note:**
- This bid is for a full month period and not based on per visit.
 - The cost of plants or materials shall not be included in the bid per month
 - This contract will be considered for award based on Line Item C. above.

Addendum Acknowledgement:

Please record each Addendum Number Received: _____

Bid Submitted By:

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

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 _____, 2020.

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 _____, 2020.
My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)