INVITATION TO BID BID # 19-20-17

CITY OF GREENVILLE PUBLIC WORKS LANDSCAPE MAINTENANCE B&G CONTRACT # 10 City Wide Landscape Maintenance 10th Street Corridor and Highway 11 CITY OF GREENVILLE



NORTH CAROLINA

| Mandatory | |
|-------------------------|--|
| Pre-Bid Meeting: | Wednesday, January 8 th , 2020 @ 3:00 pm |
| | Public Works Conference Room |
| | 1500 Beatty Street, Greenville, NC |
| Bid Due Date: | Thursday, January, 23 rd , 2020 @ 3:00 pm |
| | Public Works Conference Room |
| | 1500 Beatty Street, Greenville, NC |

Contact Persons:

<u>Questions regarding the bid package</u>: Ms. Denisha Harris Financial Services Manager Telephone: 252-329-4462

Fax: 252-329-4464

Email: dharris@greenvillenc.gov

Questions regarding the specifications: Mr. Devin Thompson Public Works Department Telephone: 252-329-4522 Fax: 252-329-4425 Email: dthompson@greenvillenc.gov

CITY OF GREENVILLE ADVERTISEMENT FOR BIDS "CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT LANDSCAPE AND TURF MAINTENANCE

The City of Greenville, NC is requesting bids for "Public Works Department Landscape And Turf Maintenance Contracts" as listed below. The scope of work will include litter removal, clipping removal, pruning, fertilization, weeding, herbicide application, plant removal replacement, mulch maintenance, and edging on each contract area per scope of work and specifications.

Contract # 10-

- Highway 11 Landscape and Turf Maintenance from Tice Rd./Whitley Dr. to Greenville Blvd.
- Highway 11 Landscape and Turf Maintenance from W. 5th Street to Highway 903
- 10th Street Landscape and Turf Maintenance from Memorial Drive to Forest Hill Circle

Sealed bids will be received by the City of Greenville until Thursday, January 23, 2020 @ 3:00 pm in the Public Works Department Conference Room located at 1500 Beatty Street, Greenville, NC 27835-7207 with the company name, Attention: Devin Thompson, and the words <u>City of Greenville Public Works Department Contract Bid # 10</u> written on the outside of the sealed envelope. Bids will opened at this time. The bids will be evaluated and 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 pm. 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 City of Greenville Financial Services Manager during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Purchasing Manager at dharris@greenvillenc.gov or by telephone (252) 329-4462. 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

INSTRUCTIONS TO CONTRACTORS

Proposal to Provide City-Wide Right of Way Landscape and Turf 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 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 proposal, 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 Right of Way Landscape and Turf Maintenance Contract shall be directed by email to Devin Thompson, Public Works Department at dthompson@greenvillenc.gov.
- 6. By submitting a bid for the Contractor to provide City of Greenville Public Works Department Right of Way 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 must 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 around March 1, 2020. 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.

- 10. All Greenville city-wide rights-of-way or city facility mowing, or landscaping, must be performed Monday Saturday during daylight hours. Mowing on Sunday is not permissible.
- 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 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.

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.

CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT SPECIFICATIONS FOR CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT RIGHT of WAY LANDSCAPE MAINTENANCE BUILDING AND GROUNDS CONTRACT # 10

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, clipping removal, pruning, fertilization, weeding, herbicide application, mowing, plant removal, mulch maintenance, leaf removal, and edging on this contract area per scope of work and specifications.
- **1.2** The total monthly bid amounts shall be included on the attached Contract # 10 Request for Bids sheet as indicated.

2.0 GENERAL:

- 2.1 Areas of work are to be maintained on the frequency specified. All work shall occur Monday-Saturday. Sunday work will be allowed only with prior approval by the City of Greenville.
- 2.2 All landscape bed maintenance 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 Right of Way Landscape Maintenance:**
 - 3.1 The contractor is expected to remove scattered debris, litter and limbs prior to maintaining beds or tree rings, excluding piles of material that has been illegally dumped. Contractor must notify the Building and Grounds Division of Public Works Department, 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 Building and Grounds Division of Public Works Department with location of limbs larger than six (6) inches diameter.
 - **3.4** Herbicide spraying will be allowed in these areas. Contractor must provide a copy of their North Carolina pesticide license to City prior to award of contract. Each company must be licensed in the required categories for the specified work in this contract area.
 - 3.5 Mechanical Edging must be performed in the repetition as specified along landscape beds and tree rings. Edging can be performed with mechanical edger or edging shovel.
 - 3.6 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
 - 3.7 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.
 - 3.8 The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify the Building and Grounds Superintendent or designee at 252-329-4522 in the event that a site is too wet to maintain. Contractor must not park in any median and areas to park during maintenance of the corridors will be designated.

- **3.9** The following landscape maintenance services shall be provided by the contractor:
 - <u>Pruning of Shrubs/Groundcovers</u>
 - 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 by the City and Contractor prior to pruning of shrubs and groundcovers within this contract.
 - **3.** Pruning of shrubs should be monthly 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 Groundcover must be trimmed to avoid encroachment of the curbline, 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 by the City and Contractor prior to beginning pruning of trees within this contract.
 - 4. Contractor is only responsible for lower limbs 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

Litter Cleanup is for pickup of litter and debris within the landscape beds, tree rings, and turf areas only within the contract area prior to each mowing. This also includes every two week litter pickup throughout the winter period (10 cycles) for all areas within this contract when not mowing in the same areas.

- Mowing
 - 1. Edging utilizing a mechanical edger or weed trimmer shall be completed weekly during the mowing season for 10th Street.
 - 2. Mowing height shall be 2 ¹/₂ inches.
 - 3. Mowing will be required in all designated areas shown on the maps for 10th Street that will be provided at the mandatory pre-bid meeting. The map for Highway 11 will be provided also at the prebid but will show specific and/or general areas for mowing. The medians, shoulder of the road, front and back slope of swales and ditches, and areas back of ditches to woods line or fence lines will be required to be mowed on Highway 11 as the area requires.
 - 4. Mowing must occur weekly during the mowing season for 10th Street (30 cycles per year) and every two weeks for Highway 11 (16 cycles per year) and as directed by the City during winter months. Mowing season is approximately March 15th to November 1st for these areas.
 - 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, and along fenced areas weekly during mowing season for 10th Street and every two weeks for Highway 11.
- Weed Control
 - 1. The contractor must provide a copy of their valid pesticide licenses for pesticide application within this contract area prior to award of contract.
 - 2. All pesticides proposed to be applied within this contract area must be approved in advance by the City of Greenville Building and Grounds Superintendent or designee.
 - 3. Hand Weed Control will be necessary in some situations for prevention of plant damage or for immediate visual improvement.
 - 4. Must maintain sidewalks, concrete medians, and curb lines free of 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.
 - 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.
- Fertilization
 - **1.** The City and Contractor will develop a fertilization plan for this project.
 - 2. The slow release fertilizer will be purchased by the City of Greenville but all labor and equipment to apply fertilizer to shrubs, trees, and groundcovers one time per year must be included in the monthly bid.
 - **3.** Fertilization of trees, shrubs, perennials, and groundcovers are included in this contract but not the turf.
 - 4. The timeline for this work will be during the months of March or April.
- Dead or Damage Shrub Removal Within 5 days of notification

The contractor should remove all dead plants during each maintenance visit and notify the city 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. Plant replacement will not be included in the monthly bid.

- Leaf Removal
 - 1. Leaves must be removed from turf, tree rings, and landscape bed areas at least every two weeks during periods of leaf drop. (4 cycles) Timing will depend on plant or tree variety. Turf areas on Highway 11 will not require leaf removal.
 - 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 the City within 24 hours if detected.
- The contractor will be required to submit a maintenance plan in writing (e-mail is acceptable) to the City of Greenville Building and Grounds Division by the 20th of each month for the upcoming month. The City will respond with any questions, comments, or concerns prior to end of the month the maintenance plan is submitted. The maintenance plan must have the following components at a minimum.
 - Pruning plan
 - Fertilization Plan including listing of materials needed.
 - Herbicide Application Plan including Herbicides proposed to be used.
 - Other planned work such as mulching or edging
 - Report of previous month maintenance notes

4.0 **PAYMENT AND BID:**

- 4.1 The contract period this year will be from approximately March 1, 2020 to February 28, 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 March 1st and ending the last day of February.
- 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 proposal, 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 proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.
- 4.6 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) 329-4862.

4.7 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.

- 4.8 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 advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.
- 4.9 Contractor must 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 Statues 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 award of contract. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Devin Thompson 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 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 <u>dthompson@greenvillenc.gov</u>.
- 7.4 Schedule for questions and addenda:

Last date to submit a question: Tuesday, January 14th, 2020 by 5 p.m. Questions will be answered by: Thursday, January 16th, 2020 by 5 p.m. Last addenda will be posted by: Thursday, January 16th, 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 <u>www.greenvillenc.gov/financialservices/purchasingdivision</u> 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
- c) 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 REFERENCE INFORMATION

All bidders must provide a three references for landscape maintenance work for landscape beds and trees. The reference information must include the contact person's name with his or her telephone number. Please provide the information below with the bid sheet.

| Company name: | | |
|-----------------|----------|--|
| Contact person: | | |
| Title: | Phone No | |
| Company name: | | |
| Contact person: | | |
| Title: | Phone No | |
| Company name: | | |
| Contact person: | | |
| Title: | Phone No | |

Please describe your experience that you feel gives you the ability to maintain this landscape in a consistent professional condition.



11.0 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: | _ |
| Authorized Company Representativ | e submitting bid: |
| Title: | |
| Email: | _ |
| Corporation, Sole Proprietorship, or | r Partnership:\ |
| Description of Equipment you will u (Attach additional sheet or continue | |
| | |
| | |
| | |

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.

| | Total Bid per Month |
|--|---------------------|
| A.Landscape and Turf Maintenance Bid Per Month for Highway 11 Tice Rd./Whitley Dr. to Greenville Blvd (Per specifications) | \$ |
| B.Landscape and Turf Maintenance Bid Per Month for Highway 11 W. 5 th street to Highway 903 (Per Specifications) | \$ |
| C.Landscape and Turf Maintenance Bid Per Month for 10 th Street Memorial Drive to Forest Hill Circle (Per Specifications) | \$ |
| D. Total Monthly Bid for 10 th Street and Highway 11 (2 Sections) Landscape and Turf Maintenance (Line A+Line B+Line C) | \$ |
| Note: Bid will be considered for award based on Total per Month Bid for 10 th Street and two Highway 11 line items (Line D |)). |
| Bid Calculation- Line A + Line B + Line C = Line D Entry | |
| Addendum Acknowledgement: Please record each Addendum Number Received: | |
| | |
| 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 <u>E-Verify</u> 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 <u>Employers Must Use E-Verify</u>. 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. <u>Employer</u> 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

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.

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| 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. | ficial/ |
| My Commission Expires: | Official/Notaria |
| Notary Public | al Seal |
| - | |