

Exhibit "A"

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

**CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
BUILDING AND GROUNDS DIVISION
MOWING/LANDSCAPE MAINTENANCE CONTRACT # 12
HOMESTEAD CEMETERY**

**CITY OF GREENVILLE
NORTH CAROLINA**



MANDATORY

**PRE-BID MEETING: WEDNESDAY, JANUARY 8, 2020 @ 3:00 P.M.
PUBLIC WORKS DEPARTMENT CONFERENCE ROOM
1500 BEATTY STREET, GREENVILLE, NC**

BID DUE DATE: THURSDAY, JANUARY 23, 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: dbarris@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 FOR CONTRACT # 12**

Sealed bids will be received by the City of Greenville until Thursday, January 23, 2020@ 3:00 p.m. at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 for Contract # 12 (Mowing of Homestead Cemetery). All bids will be marked with the date and time they are received by reception staff. Bids will be opened and read aloud at this time. Bids will be evaluated and awarded at a later date.

A mandatory pre-bid conference will be held at the Public Works Conference Room on Wednesday, January 8, 2020 at 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 bids 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. 5th Street, Greenville, NC 27834**, or the Public Works Department, 1500 Beatty Street, Greenville N.C. during regular business hours, and available to prospective bidders. Inquiries should be directed to the Financial Services -Manager at the above address --- **Telephone (252) 329-4862**. Minority/Women owned businesses are encouraged to submit proposals.

Denisha Harris
Financial Services Manager
City of Greenville
1500 Beatty Street
Greenville, NC 27834

**ADVERTISEMENT FOR BIDS
LANDSCAPE MAINTENANCE FOR
HOMESTEAD CEMETERY
GREENVILLE, NORTH CAROLINA**

INTRODUCTION

The City of Greenville desires to enter into a Landscape Maintenance Contract for Homestead Cemetery (PWD Contract #12). All aspects of cemetery management are very sensitive and detail oriented including mowing and the general appearance of Homestead Cemetery. The successful **BIDDER** will be challenged to complete the terms of the contract while ensuring these sensitivities and details are respected and met with the highest standards.

SECTION I

- (1) Bids for Contract # 12 shall be submitted to the Public Works Department, 1500 Beatty St., Greenville, North Carolina, 27834, **no later than Thursday, January 23, 2020 by 3:00 PM.** The words “**Landscape Maintenance for Homestead Cemetery**” and Attn. Devin Thompson shall appear on the outside of the sealed envelope. The bids will be opened at this time but will be reviewed and contracts will be awarded at a later date.
- (2) The proposal shall be bid as a per cycle price for landscape maintenance per specifications
- (3) No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
- (4) **No bid proposal may be changed or withdrawn after January 23, 2020 @ 3:00 PM.** Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to Denisha Harris, Financial Services Manager of the City of Greenville.
- (5) **ACCEPTANCE 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.

- (6) Contract is expected to begin as directed approximately March 15, 2020 and end on December 31, 2020 for the first year. The contract can be extended annually for up to 2 additional years with written agreement by the City and the Contractor starting annually on January 1st and ending December 31st.
- (7) Firms submitting a bid are attesting that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- (8) By submitting a proposal, the firm is attesting that it is an Equal Opportunity Employer.
- (9) Firms submitting a proposal are attesting that they have taken affirmative action to ensure equality of opportunity in all aspects of employment.
- (10) Minority and Women Business Enterprise (M/WBE):

It is the policy of the City of Greenville to provide minorities and woman 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 Woman Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE 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 MWBE Program should be directed to Ferdinand A. Rouse, MWBE Coordinator, at (252) 329-4462

- (11) The **BIDDER** is specifically advised that any person, firm, or other party, to whom it is proposed to award a subcontract under this contract, must be acceptable to the City of Greenville, hereinafter referred to as the **OWNER**. See also Section III, Number 16.
- (12) The **OWNER** shall make such investigations as he sees necessary to determine the ability of the **BIDDER** to perform the work, and the **BIDDER** shall furnish to the **OWNER** all such information and data for this purpose as the **OWNER** may request. The **OWNER** reserves the right to reject any Bid if the evidence submitted by, or investigation of such **BIDDER** fails to satisfy the **OWNER** that each **BIDDER** is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

- (13) The **BIDDER'S** attention is directed to the fact that all applicable State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- (14) The **CONTRACTOR** shall not commence work under this contract until he has obtained all insurance required nor shall the **CONTRACTOR** allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- a. Worker's Compensation:
- The **CONTRACTOR** shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all employees employed at the site of the project under this contract, or as otherwise required by North Carolina General Statutes.
- b. Public Liability and Property Damage:
- The **CONTRACTOR** shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the **OWNER**. The City of Greenville shall be named as an additional insured on all coverage.
- c. 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.
- 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:

The **CONTRACTOR** shall furnish the **OWNER** with satisfactory proof of carriage of the insurance required prior to beginning work on this contract.

(15) 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.

(16) 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.
- c) All firms submitting bids are required to complete a new Vendor Self-Service Profile, and associated documents as required upon acceptance of mowing contract.

(17) IRAN DIVESTMENT ACT:

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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

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

Devin Thompson
Building and Grounds Superintendent
Public Works Department
1500 Beatty Street
Greenville, NC 27834

(23) Questions relative to technical aspects of the work to be done should be directed to ***Devin Thompson by email at dthompson@greenvillenc.gov.***

Grounds Maintenance Scope of Work

The City of Greenville intends to enter into a Grounds Maintenance Service Agreement with a responsible company for the locations listed below.

Homestead Cemetery – Highway 33 and Portertown Rd.

The services to be provided by the successful **BIDDER** awarded the contract are for the entire cemetery area and shall include:

- (1) It will be mandatory that the **LANDSCAPE MAINTENANCE CONTRACTORS** provide full protection for the safety of the company employees, general public, grounds, and adjacent public thoroughfares thereof while performing the maintenance work.
- (2) Removing and disposing all litter from the cemetery prior to mowing. Mow all grass, and weed trim other vegetation on *Homestead Cemetery* properties once a week for the duration of the contract between March and December, or as directed.
- (3) Edge all curbs, sidewalks, and roadways at Homestead Cemetery with a mechanical rotary edger three (3) times as directed by the Building and Grounds Superintendent or designee during each year of the contract period.

Estimated Dates for edging are between May 15th-30th, August 10th-25th, and November 1st -20th.

- (4) After completing mowing and trimming at Homestead Cemetery, the successful **BIDDER** must clean parking areas, paved areas, and markers of clippings, leaves (including Magnolia leaves), or debris, and ensure that clippings, leaves, or debris is not dispersed in the adjacent streets.
- (5) General public must be referred to the Cemetery Office at the Public Works Department for all work order requests to include placement of markers, monuments, borders, trees, shrubbery and/or live plantings.
- (6) The Successful **BIDDER**, his supervisory personnel and employees shall not drive across cemetery lots with vehicles. All vehicles must be parked on vehicle paths and not on any cemetery lots or cement curbing. The vehicles and equipment shall not block any roadways at any time.
- (7) Although the above Successful **BIDDER**'s tasks to be performed identify specific levels of service, there are certain periods of the year when ALL City cemeteries must be freshly groomed irrespective of their position in the maintenance cycle. These special holidays are: Easter, Mother's Day, Father's Day, Memorial Day, July 4th, Labor Day. *Homestead Cemetery*

must be cut and groomed at least by the day prior to these specific holiday(s).

- (8) The disposal of all debris, grass, leaves, trash, etc. is to be done in accordance with all Federal, State and Local regulations.
- (9) Successful **BIDDER** shall provide solely at his/her expense any and all materials, equipment, labor, supplies, etc. needed to perform the required services.
- (10) The Successful **BIDDER** shall be solely responsible for any damages to any monument (headstone, foot marker), coping mausoleums, buildings, trees, shrubs, paved roads, curbs and gutters caused by the Successful **BIDDER** or his/her representative. All damages must be immediately reported to the Cemetery Supervisor by the successful **BIDDER**.
- (11) After having been awarded the contract and prior to beginning work, the successful **BIDDER** shall furnish documentation to the Building & Grounds Division of Public Works; a Certificate of Insurance indicating coverage as required herein, and to include liability. These certificates shall remain in effect through the duration of this contract.
- (12) The City of Greenville reserves the right to reduce or add the number of mowing cycles for any reason it deems necessary during the contract period. Any elimination or addition of cycles will be communicated to the CONTRACTOR in a timely manner. The per cycle bid price will not be adjusted in the event of any elimination or addition of cycles.
- (13) Contractor must comply with all local, state, or federal laws and ordinances associated or governing the work within this contract including Occupational Safety and Health and Health Regulations.
- (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.

SECTION III GENERAL REQUIREMENTS

(1) General Intent:

It is the intent of this Agreement to provide the City with landscape maintenance of the *Homestead Cemetery* at a level normally associated with a well-run, public and privately owned cemetery. All duties are to be performed in a respectful, safe and courteous manner.

(2) Scope:

Landscape Maintenance: The landscape maintenance contract involves litter removal, mowing, string trimming, edging, mechanical blowing, raking, and related landscape maintenance services described more fully in Section II of this bid request.

(3) Pricing:

Landscape Maintenance: **BIDDERS** are asked to provide price per mowing cycle for Homestead Cemetery to include all work specified. The per mowing cycle price will be inclusive of all items such as edging three (3) times per contract year.

(4) Award:

Landscape Maintenance: The landscape maintenance contracts will be awarded on the basis of a successively qualified bidder from approximately March 1, 2020 until December 31, 2020. This contract can be extended for 2 additional one year periods with written agreement of the City and the Contractor.

(5) Term:

The contract shall be awarded for 2020 beginning approximately March 1, 2020 and ending December 31, 2020. This contract can be extended for two (2) additional one year periods beginning January 1 and ending December 31 each year of extension with mutual agreement of the City and Contractor.

(6) Billing and Payment:

The City will render payment within thirty (30) days of receipt of an approved monthly invoice for the previous month. The invoice is expected by the 10th of each month.

(7) **Termination:**

The City may terminate the contract for nonperformance, unacceptable performance, or for any other reason as determined by the Public Works Director or his Designee. The City will give written notice to the **CONTRACTOR** specifying areas of nonperformance or unacceptable performance and the **CONTRACTOR** shall have 10 days to rectify. In the event the condition(s) identified in any future written notice to the **CONTRACTOR** are not rectified, the City will give the **CONTRACTOR** a written notice of termination. Upon receipt, the **CONTRACTOR** is expected to remove all employees and equipment from the premises immediately.

(8) Cemetery Supervisor:

The City employs a full time supervisor responsible for all of the City's cemeteries who will assist with overseeing that the requirements of this contract are met. If assistance or further information is needed, please contact Devin Thompson, Building and Grounds Superintendent at (252) 329-4522. The **CONTRACTOR**(s) is expected to keep the City informed of work progress and plans.

(9) Contractor's Supervisor:

The **CONTRACTOR** shall furnish a competent supervisor who shall be on the jobsite and available to the City's Cemetery Supervisor or Building and Grounds Superintendent or designee at all times for the location of the **CONTRACTOR**'s work crew on cemetery property. The **CONTRACTOR**'s supervisor shall have full authority over the **CONTRACTOR**'s work crews and shall monitor and direct them responsibly. **CONTRACTOR**'s Supervisor shall have a telephone number to be contacted as needed.

(10) Labor, Equipment and Supplies:

The **CONTRACTOR** shall furnish all labor, equipment, and supplies needed to fulfill its obligation under this contract. The City will furnish no equipment, supplies, or fuel under this contract.

The **CONTRACTOR** shall cease all work within or near the cemetery when funeral or memorial services are in progress. Contact the Buildings and Grounds Superintendent or the Cemetery Supervisor at (252) 329-4522 for funeral schedules.

(11) Licenses:

The **CONTRACTOR** shall have and maintain all necessary and legally required licenses and permits to enable performance of the services.

(12) Addendum and questions:

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.

Any questions regarding these bid specifications must be sent by email to dthompson@greenvillenc.gov.

Schedule for questions and addenda:

Last date to submit a question: Monday, January 14, 2020 by 5 p.m.

Questions will be answered by: Wednesday, January 16, 2020 by 5 p.m.

Last addenda will be posted by: Wednesday, January 16, 2020 by 5 p.m.

(13) Amendment:

The Contract may be amended from time to time through written agreement by both parties.

(14) Damage to Contractor's Property:

The City of Greenville shall be under no obligation to replace or in any way compensate the **CONTRACTOR** for fire, theft, vandalism or other casualty, injury or damage to equipment or property belonging to the **CONTRACTOR** while on City Property.

(15) Insurance:

- a. The successful **BIDDER** agrees to indemnify, and hold harmless the City of Greenville 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 the City and its Agents from all claims or liabilities arising from or caused by the Successful **BIDDER** in fulfilling its obligations under this Agreement.
- b. It is understood and agreed by the parties that the City of Greenville 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. The

Successful **BIDDER** shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or any other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

(16) Assignment:

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.

SECTION IV Reference Information

All **BIDDERS** are to provide the names of three (3) references. The reference information is to include the company's name, a contract person's name with his or her title and their telephone number. This information must be included 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. _____

SECTION V Contractor Information

Please provide the information below with the bid sheet.

PROSPECTIVE CONTRACTOR DATA FORM

CITY OF GREENVILLE

NORTH CAROLINA

Company Name: _____

Address: _____

Phone Number: _____ Mobile Phone Number: _____

Company Owner: _____

Company Owner Phone Number: _____

Authorized Company Representative: _____

Title: _____

Authorized Company Representative Phone Number: _____

List the tools and/or equipment you would utilize to perform this contract:

Attach additional sheet or continue on back if needed:

SECTION VI: Bid Sheet for Homestead Cemetery

Mowing

**CITY OF GREENVILLE
BID PROPOSAL AGREEMENT**

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 the equipment, materials, and labor as provided in the above-mentioned specification.

DESCRIPTION

BID

Landscape maintenance in *Homestead Cemetery* per cycle

One Cycle at: _____

Note: Award will be considered based on Total for Homestead per cycle line item.

**Addendum Acknowledgement:
Please record each Addendum Number
Received for Contract # 12:**

Signed: _____
Date: _____
Print Name: _____
Title: _____

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)