

**INVITATION TO BID**

**BID # 22-23-15**

**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDING AND GROUNDS DIVISION**

**CONTRACT # 9 CITY WIDE RIGHT OF WAY MOWING**

**CITY OF GREENVILLE, NORTH CAROLINA**



*Find yourself in good company*

**Pre-Bid Meeting:** **Monday, November 28, 2022 at 1:00 pm**  
**Public Works Conference Room**  
**1500 Beatty Street, Greenville, NC**

**Bid Due Date:** **Thursday, December 29, 2022 at 2:00 pm**  
**Public Works Conference Room**  
**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](mailto:whouse@greenvillenc.gov)**

**Questions regarding the specifications:**  
**Michael Turner**  
**Building Facilities Coordinator**  
**Telephone: 252-329-4921**  
**Fax: 252-329-4844**  
**Email: [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)**

**CITY OF GREENVILLE  
ADVERTISEMENT FOR BIDS  
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND  
GROUNDS DIVISION CITY WIDE RIGHT OF WAY MOWING"**

The City of Greenville, NC is requesting bids for "Public Works Department City Wide Right of way Mowing/Landscape Contract # 9" as listed on Exhibit "B" of this request for bids. The scope of work will include litter removal, finish mowing, weed trimming, and clipping removal on each contract area per scope of work and specifications.

**Contract # 9-Right of Way Mowing (Every two week cycle):**

Sealed bids will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Mowing Contract #9 Bid** written on the outside of the sealed envelope. Bids will be not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Conference Room located at 1500 Beatty Street on **Monday, November 28, 2022 at 1:00 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 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 [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov) or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

## **INSTRUCTIONS TO CONTRACTORS**

**Proposal to Provide  
Building and Grounds Division City Wide Right of Way Mowing  
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 on this contract.**
- 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. Questions regarding the specifications or mowing areas for City of Greenville Public Works Department Right of Way Mowing Contract shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 6. By submitting a proposal for the Contractor to provide City of Greenville Public Works Department right-of way/facility mowing/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 contract would begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, or 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 must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**

- 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.**

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**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
SPECIFICATIONS FOR  
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT RIGHT OF WAY  
MOWING BUILDING AND GROUNDS CONTRACT # 9**

**1.0 SCOPE:**

- 1.1 The scope of work shall include litter removal, edging, finish mowing, weed trimming, and clipping/debris removal for all areas listed on Exhibit "B" of this request for bids every two weeks during the mowing season, or as instructed by the City of Greenville.**
- 1.2 The total bid amount per mowing cycle shall be included on the Request for Bid sheet. A cycle includes mowing all locations listed on Exhibit "B" of this request for bids one time.**
- 1.3 Mowing and Debris/Litter removal will include medians and on either side of traffic lane to fencing, woods line, City/State Rights-of-way line, and railroad rights-of-way, depending on need of the location indicated on the mowing location list. The mowing location listed will give specific direction or will indicate ROW (rights-of-way) only. If ROW only is indicated, mow 10' from street curb or 10' behind the sidewalk (or to woods line, fence, or slope that prevents mowing 10 feet).**

**2.0 GENERAL:**

- 2.1 Areas of work are to be mowed every two weeks and started and completed within a week period (Monday-Saturday). Mowing frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All 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 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 RIGHT OF WAY MOWING:**

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, excluding material that has been illegally dumped. Contractor must notify 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 diameter and below. The contractor is not responsible for tree limbs placed by the curb for sanitation collection by residents.**
- 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 All areas will be finish mowed at two and one-half (2.5) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.**
- 3.5 Herbicide spraying will NOT be allowed in these areas.**
- 3.6 Weed trimming must be performed around all poles, trees, signs and along the fence areas.**
- 3.7 Edging must be performed on each cycle along sidewalks, medians, and curbs. Edging can be performed with string trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to another work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site. All debris, limbs, or litter in mulch areas must be removed prior to completion of each mowing/maintenance cycle.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor**

**in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.**

- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to cut.**

#### **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 April 1, 2023 to December 31, 2023. 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 January 1<sup>st</sup> and ending December 31<sup>st</sup>.**
- 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 10<sup>th</sup> 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, Tish Williams, at (252) 329-4462.

#### **4.8 Equal Employment Opportunity Clause**

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

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

- 4.9** The City of Greenville reserves the right to 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 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 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. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator, at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov) and be maintained of file during the contract period. All insurance must be maintained during the duration of the contract.**

- 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 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 by registered mail.**
- 5.5 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:**

**Michael Turner  
Building Facilities Coordinator  
City of Greenville  
Public Works Department  
1500 Beatty Street  
Greenville, N.C. 27834  
Email: [mturner@greenvillenc.gov](mailto: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, 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.

**6.4** 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 [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)

**7.4** Schedule for questions and addenda:

Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**  
Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 22, 2022 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/government/financial-services/purchasing](http://www.greenvillenc.gov/government/financial-services/purchasing) on the City of Greenville's webpage.

**9.0 E-VERIFY COMPLIANCE:**

- 9.1** 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.
- 9.2** 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. 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:**

- 10.1** 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.

## **11.0 NON-DISCRIMINATION:**

- 11.1** 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:**

- 12.1** 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.

## **13.0 FEDERAL LAW:**

**13.1 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:**

**14.1 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.**

**15.0 REFERENCE INFORMATION:**

**15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.**

**16.0 CONTRACTOR INFORMATION:**

**16.1 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 with bid package\*\***



### 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:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

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**\*\*Include with 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.**

**Description**

**Bid**

**Contract # 9 Mowing Bid per cycle  
(Approximately April 1- November 1)**

\_\_\_\_\_

**Note 1: Definition of per cycle is one complete mowing per specifications of all locations listed on "Exhibit "B" of this request for bids.**

**Addendum Acknowledgement:**

**Please record each Addendum Number Received: \_\_\_\_\_**

**Bid Submitted By:**

**Company Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*Include with 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 with bid package\*\***