

**Invitation to Bid**  
**Grass Cutting and Lot Maintenance**  
**City of Greenville, NC Planning and Development Services Department**  
**Housing Division**

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Date: April 29, 2023

Subject: **2023-24 Grass Cutting and Lot Maintenance**

Contact: A.J. Basile, Rehab Specialist, (252) 329-4510, abasile@greenvillenc.gov

The City of Greenville, NC Planning and Development Services Department - Housing Division is now accepting bids for its **2023-24 Grass Cutting and Lot Maintenance** contract. The requirements for submitting a bid are stated in the attached Invitation to Bid (the “ITB”).

Sealed bids endorsed lawn maintenance of City owned lots to be furnished to the City of Greenville, NC will be received by the City of Greenville, NC Planning and Development Services Department - Housing Division electronically or in-person at 201 W. 5 St. Greenville, NC until 9:00 am, May 12, 2023. The City reserves the right to reject any or all bids.

This ITB outlines a description of the services sought and the required documents interested firms must submit electronically or in-person in a **sealed box or opaque envelope**. All bids shall be plainly marked with the Bid number and service description as follows:

**Invitation to Bid**  
**Attention: A.J. Basile**  
**[Name of Company Submitting Bid]**  
**2023-24 Grass Cutting and Lot Maintenance**  
**ITB# 22-23-39A**

**Bids not submitted on the forms provided, after this deadline or to any location other than that listed above will not be considered.**

Written questions concerning this solicitation may be submitted in writing to A.J. Basile by email only at abasile@greenvillenc.gov. Please insert **ITB# 22-23-39A** in the subject line.

# SECTION ONE

## GENERAL INSTRUCTIONS

**1. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this ITB document.

**2. LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

**3. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid.

**4. WITHDRAWAL OF BID:** No bid may be changed or withdrawn after the time of the bid due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager or contact person identified in this solicitation.

**5. CONFLICT OF INTEREST:** Each Vendor shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this bid for any reason of personal gain.

**6. LOCAL PREFERENCE:** 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 may pertain to this project.

**7. TAXES:** Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

**8. CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this ITB at any time.
- To cancel this ITB with or without the substitution of another ITB.
- To take any action affecting this ITB, this ITB process, or the Services subject to this ITB that would be in the best interests of the City.
- To issue additional requests for information or clarification from Vendors or to allow corrections of errors or omissions.
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the bids submitted.
- To negotiate a contract with a Service Provider based on the information provided in response to this ITB.

**9. PUBLIC RECORDS:** Any material submitted in response to this ITB will become a "public record." Vendors must claim any applicable exemptions to disclosure provided by law in their response to this ITB. Vendors must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to

make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

**10. ACCURACY OF ITB AND RELATED DOCUMENTS:** Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this ITB, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this ITB or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this ITB or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative.

**11. EXPENSE OF SUBMITTAL PREPARATION:** The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to bid submission, submission of written questions, attendance at pre-bid meetings, if any, or evaluation interviews, if any, contract negotiations, or activities required for contract execution.

**12. BIDS BINDING:** This bid is binding for a period of ninety (90) days after the opening.

# **SECTION TWO**

## **BIDS**

This is an invitation to bid for grass cutting and lot maintenance for city owned properties. Bid shall be submitted on the **2023-24 Grass Cutting and Lot Maintenance Bid Sheet** **electronically to [abasile@greenvillnc.gov](mailto:abasile@greenvillnc.gov) or in-person** to 201 W.5<sup>th</sup> St., Greenville, NC, Municipal Building by 9:00 am on Friday May 12th, 2023. Please note: This award will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise.

### **I. DESCRIPTION**

The Housing Division of the City of Greenville is soliciting bids from qualified individuals or companies to provide service and equipment to mow grass, remove weeds, edge walks, trim hedges and bushes, and remove debris and low growing limbs from the lots owned by the City of Greenville.

### **II. SCOPE OF WORK**

**The following work shall be done to meet the requirements of the City of Greenville Planning and Development Services standards:**

- A. All lots shall be mowed **(See Attached Map and List of Addresses)**. The lots shall be raked as needed so no piles of cut or dead grass is on the lots. All lots shall be mowed every two (2) weeks starting **May 26**, 2023 to October 31, 2023 with the following exceptions:
  - 1. All lots on Fifth Street and Imperial Site shall be mowed every week starting May 12th, 2023 to October 31, 2023. The lot numbers are **4, 5, 6, 7, 8, 9, 13, 28, 29, 33, 34, 35, and 44.**
  - 2. Lots shall be mowed as needed (10 inches tall) from November 1, 2023 to April 30, 2024.
- B. All debris shall be removed from the lots and hauled away. For the purpose of this bid, debris means large and small limbs, bricks, paper, cans, bottles, furniture and trash dumped by others and other forms of debris, which may prevent proper maintenance of said lots. All debris shall be removed from the lots every two (2) weeks for the duration of the contract.
- C. All weeds around structures, fencing, bushes, trees, flower beds, etc. shall be removed and maintained at the time of the mowing of the lots.
- D. The edges of the sidewalks, curbing, driveways, etc. shall be mechanically edged at the time of the mowing of the lots.

- E. Vines and growth on and around trees shall be removed from the ground to a height of 12 feet. All vines and growth shall be removed from all fences and or other man made objects that are located on the lots. These shall be maintained, cut and removed during the duration of the contract.
- F. Low growing limbs on trees shall be removed to allow proper maintenance of said lots.
- G. Trim all hedges and bushes once a month starting May 26, 2023 and ending October 31, 2023.
- H. All lots shall be free from damage, such as ruts, holes or any other obstructions that will prevent the proper maintenance of the lots. Repair these areas as needed by hauling in top soil and leveling for proper drainage.
- I. New mulch and/or pine straw shall be added to the flower beds on the lots maintained under the contract. Mulch and/or pine straw shall be added at the first of May and the first of October.

### III. LOCATION

The subject lots are located in the West Greenville area. See the Attached Map and list of addresses.

### IV. TERMS OF CONTRACT

- A. The contract period shall run from May 26, 2023 until April 30, 2024, at which time the contract will terminate. ***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.***
- B. During the contract period, additional parcels or lots may be added. The additional lots' costs of services will be negotiated at an amount, which is reasonable and similar to the rate as established by the original contract. Lots also may be deleted from the list and a like method will be used to decrease costs of services.
- C. During the contract period, if large amounts of debris are on the lots due to a major storm, then an additional charge may be approved for the removal of the debris.
- D. All work shall be carried out by the awarded Contractor. Sub-contractors shall not be used.
- E. A contract will be signed prior to any work being performed. The City of Greenville may terminate the contract at any time due to poor performance or any breach of any part of the contract.

**V. GENERAL REQUIREMENTS:**

- A. Contractor must provide proof of insurance prior to the contract being signed and accept full responsibility for any and all claims, liabilities and injuries to their person and/or others as the result of the execution of the signed contract.
- B. Contractor must provide information, make, model, size etc., on all equipment that will be used to perform the work as described in the Scope of Work. Information must be submitted on the bid submittal sheet.

**VI. IRAN DIVESTMENT ACT:**

The Contractor hereby 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 Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

**VII. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:**

It is the policy of the City 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 (MWBE) 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 MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or bids agree to employ “good faith efforts” towards achieving these goals and supply other information as requested in the “MWBE Professional Services Forms” included in Appendix B. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City’s MWBE Program should be directed to the MWBE Office at (252) 329-4462.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

The City of Greenville, NC is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual’s race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

**IX. TITLE VI NONDISCRIMINATION NOTIFICATION:**

The City of Greenville, NC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby

notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **X. PAYMENT**

Payments will be made in twelve *(12) installments*. Payment amount will be based on the total amount of the contract divided by *twelve installments*. Payments will be paid *once* a month beginning in *June 2023 and ending in April 2024*. All work shall be inspected by an official of the City of Greenville Community Development Department Housing Division before payments are released.

#### **XI. QUESTIONS**

Questions must be asked in writing via email addressed to A.J. Basile at abasile@greenvillnc.gov with the COG Lawn Maintenance Bid 22-23-39A mentioned in the subject line of the email. All questions must be submitted by May 11<sup>th</sup>, 2023 by 4:00pm. Answers will be provided via an addendum posted on the City's website.

No information, instruction, or advice provided orally or informally, whether made in response to a question or otherwise in connection with this bid, shall be considered authoritative or binding.

#### **XII. SUBMISSION DEADLINE**

Bids must be submitted on attached Bid Submittal Sheet "2023-24 Grass Cutting and Lot Maintenance Bid Sheet". All bids are due by 9:00 am **Friday, May 12th, 2023**. Bid shall be submitted electronically to A.J. Basile, abasile@greenvillnc.gov or in person in a **sealed box or opaque envelope** to 201 W. 5<sup>th</sup> St., Greenville, NC.

# ATTACHMENT A

## GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a bid without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the bid. The successful firm will not be entitled to any changes or modifications unless they were first stated in the bid. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
  
2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
  
3. **NON-COLLUSION:** Respondents, by submitting a signed bid, 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.
  
4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.
  
5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for bids or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.



6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
  
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, Vendor, their agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
  
8. **FEDERAL LAW:** Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a bid, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
  
9. **TAXES:** Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
  
10. **WITHDRAWAL OF BIDS:** No bid may be changed or withdrawn after the stated time and date for submittal. Bids submitted shall be binding for ninety (90) days after the date of submittal.
  
11. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
  
12. **CONFIDENTIALITY:** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement,

whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

13. **INSURANCE REQUIREMENTS:** Vendor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.
14. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Vendor's activities and operations while performing services under this contract.
15. **E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a bid, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
16. **IRAN DIVESTMENT ACT:** By submitting a bid, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
17. **ADVERTISING:** The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

18. **FORCE MAJEURE**: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.
19. **ASSIGNMENT**: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.
20. **CONFLICT OF INTERESTS**:
- a. Vendor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
  - b. Vendor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
  - c. Vendor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
  - d. Vendor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
  - e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.
21. **NONAPPROPRIATION OF FUNDS**. Vendor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or

other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

22. **DISPUTE RESOLUTION**: In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.
23. **PERFORMANCE OF GOVERNMENT FUNCTIONS**: Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
24. **E-SIGNATURE AUTHORITY**: The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.
25. **TERMINATION**: The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Vendor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

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# **ATTACHMENT B**

## **FEDERAL CONTRACTING REQUIREMENTS**

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### **Access to Records**

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

### **Termination for Convenience (General Provision)**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor.

If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

**Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure (General Provision)**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Equal Opportunity**

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

### **Procurement of Recovered Materials**

Vendor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Vendor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Vendor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Vendor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

### **Suspension and Debarment**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Energy**

### **Conservation**

The Vendor and subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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# ATTACHMENT C

## CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

### (FOR BID SUBMISSION)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

# ATTACHMENT D

## REFERENCE INFORMATION (FOR BID SUBMISSION)

All bidders must provide a list of three (3) client references of similar 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. \_\_\_\_\_

# ATTACHMENT E

## 2023-24 GRASS CUTTING AND LOT MAINTENANCE BID SHEET (FOR BID SUBMISSION)

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	
A. Total Bid per month for 56 lots	_____

Note: -This bid is for a full month period and not based on per visit. This contract will be considered for award based on Line Item A. above.

**Total cost to provide the services as required:** \_\_\_\_\_

**NOTE: The cost provided will be based on the total number of lots divided by the submitted dollar amount so that if cuts/maintenance are added or deleted, the price can be adjusted accordingly**

*Fill in all requested information. Failure to do so may cause the submitted bid to be invalid and possibly rejected.*

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_ Doing Business As \_\_\_ LLC \_\_\_ Inc.  
(check one)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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Federal Identification Number or SSN

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E-mail Address

**List of Equipment**

**Make and Model**

**Size of Mower**

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**Make and Model**

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**Size of Mower**

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**Make and Model**

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**Size of Mower**

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**Make and Model**

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**Trimmers/Edger**