

**INVITATION TO BID  
BID #23-24-07**

**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDING AND GROUNDS DIVISION  
CONTRACT #15 TURF/LANDSCAPE MAINTENANCE  
GK BUTTERFIELD TRANSPORTATION CENTER  
City of Greenville, North Carolina**



*Find yourself in good company*

**Pre-Bid Meeting: Tuesday, August 8, 2023 at 2:00 pm  
GK Butterfield Transportation Center  
600 S. Pitt Street, Greenville, NC**

**Bid Due Date: Tuesday, August 29, 2023 at 2:00 pm  
Public Works Administrative Offices  
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 LANDSCAPE AND TURF MAINTENANCE"**

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

**Contract # 15 – Weekly Cycle**

- Turf/landscape maintenance at GK Butterfield Transportation Center

Sealed bids will be received by the City of Greenville until Tuesday, August 29, 2023 at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207 with the Company Name, Attention: Michael Turner, and the words **City of Greenville Public Works Department Contract #15 GKBTC Landscape/Turf Maintenance Bid** written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A Pre-bid Conference will be held at the GK Butterfield Transportation Center conference room (second floor), located at 600 S. Pitt Street, on Tuesday, August 8, 2023 at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the Wanda House, Financial Services Manager, 201 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, 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  
GK Butterfield Transportation Center Landscape and Turf Maintenance  
Location: Greenville N.C.**

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.
2. It is expressly understood by the contractor offering a bid, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications, or mowing and landscape maintenance areas for City of Greenville Public Works Department GK Butterfield Transportation Center Turf and Landscape Maintenance contract, shall be directed by email to Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov).
6. By submitting a bid for the Contractor to provide the City of Greenville Public Works Department GK Butterfield Transportation Center Turf and Landscape Maintenance contract, 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 shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work would begin around October 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)
10. All City of Greenville facility mowing or landscaping, must be performed Monday – Sunday during daylight hours.

- 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.**
- 14. The Contractor will need to show proof of a valid North Carolina pesticide license and North Carolina landscape contractors license for the GK Butterfield Transportation Center Turf and Landscape maintenance contract and include this information/documentation with the Bid package.**

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**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDING AND GROUNDS DIVISION  
SPECIFICATIONS FOR:  
GK BUTTERFIELD TRANSPORTATION CENTER  
TURF/LANDSCAPE MAINTENANCE CONTRACT #15**

**1.0 SCOPE:**

- 1.1** The scope of work shall include litter removal, clipping removal, weed trimming, pruning, fertilization, weeding, herbicide application, edging, mowing, plant removal, mulch maintenance, and leaf removal for the GK Butterfield Transportation Center in this contract area per scope of work and specifications.
- 1.2** The total monthly bid amount shall be included on the attached Contract # 15 Request for Bids sheet as indicated.

**2.0 GENERAL:**

- 2.1** Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Sunday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2** All landscape bed maintenance and turf 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 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 GK BUTTERFIELD TRANSPORTATION CENTER LANDSCAPE MAINTENANCE:**

- 3.1** The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs PRIOR to mowing and/or maintaining beds or tree rings, 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 in diameter and below.

- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.
- 3.4 Herbicide spraying WILL be allowed in these areas. Contractor must provide a copy of their North Carolina pesticide license via email to Michael Turner, Building Facilities Coordinator, prior to award of contract. The Contractor must be licensed in the required categories for the specified work in this contract area.
- 3.5 Mechanical edging must be performed on each cycle along sidewalks, medians, curbs, along landscape beds and tree rings. Edging can be performed with mechanical edger or string trimmer.
- 3.6 Weed trimming must be performed around all poles, trees and signs.
- 3.7 Clippings and debris scattered into the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.
- 3.8 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.
- 3.9 The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.
- 3.10 All turf areas will be finished mowed at two and one-half (2.5) inches in height. All turf areas must be mowed with push mowers. Turf shall be mowed at a different mowing direction each mowing cycle in order to reduce soil compaction and wear injury in mower wheel tracks.
- 3.11 Contractor must not park on any median and/or affect normal traffic flow along designated streets.
- 3.12 The following landscape maintenance services shall be provided by the contractor for:
- Pruning of Shrubs/Groundcovers
    1. Shrubs and groundcovers must be trimmed in the appropriate manner for type of plant material and landscape design at appropriate times for the plant.
    2. A pruning plan will be developed by the City and Contractor prior to pruning of shrubs and groundcovers within this contract.
    3. Pruning of shrubs should be monthly to maintain the planned design for plantings.
    4. Pruning will include deadheading of perennials and removal of dead stalks, or leaves at least one time per month.
    5. Cut back perennials and groundcovers as species requires prior to spring growing season.
    6. Liriope must be cut back in February. Cut back Liriope in a manner to avoid damaging the crown of Liriope and remove all clippings and debris immediately after pruning.
    7. Shrubs and groundcovers must be trimmed to avoid encroachment of the curb, streets, or sight lines.
    8. Remove each cycle any dead, dying, or damaged shrub limbs.

- **Pruning of trees**
  1. Trees must be trimmed in the appropriate manner and time for type of plant material and landscape design one time per year or as directed.
  2. Pruning as directed is defined as direction from the City to prune in the case of safety concerns, low limbs, damage to the plant, or other reasons determined by the City.
  3. A pruning plan will be developed by the City and Contractor prior to beginning pruning of trees within this contract.
  4. Contractor is only responsible for lower limbs of large canopy trees to maintain clearance from the ground, sidewalks, streets, ornamental plantings and for safety considerations.
  5. Water sprouts or suckers must be removed from trees within the contract at least one time per month from March to November.
  6. Remove each cycle any dead, diseased, dying tree limbs within the contract area for trees contractually responsible for.
  
- **Litter Cleanup**
  1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.
  2. Litter removal and trash can liners in the trash containers are not included as part of this contract.
  
- **Mowing**
  1. Edging, utilizing a mechanical edger or string trimmer, shall be completed weekly.
  2. Mowing height shall be 2 ½ inches.
  3. Mowing will be required in all designated areas shown on the maps for GK Butterfield Transportation Center. Maps are attached.
  4. Mowing must occur weekly during the mowing season for GK Butterfield Transportation Center and as needed or as directed by the City during winter months for immediate aesthetic improvement.
  5. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
  6. Weed trimming must be completed around all signs, trees, poles, and along fenced areas weekly.
  
- **Annuals (Various locations)**
  1. Annuals will be planted three (3) times per year per the following schedule:
    - May 1 through May 10 (Summer annuals)
    - 1<sup>st</sup> full week of October (Fall Chrysanthemums)
    - 1<sup>st</sup> full week of November (Winter annuals)
  2. Beds will be hand weeded upon each weekly visit or at the discretion of the City.
  3. An annual planting plan will be developed by the City and the Contractor prior to installation of annuals within this contract.
  4. Contractor will need to water the annuals around the sign as needed to maintain plants in continual peak condition year round.
  5. Annual beds shall be mulched upon completion of each new planting.
  6. Contractor will replace plants as needed due to damage or plants dying to ensure the annual plant beds are always in peak condition.

- **Weed Control**
  1. The contractor must provide a copy of their valid pesticide license(s) and be licensed in the correct categories for pesticide application within this contract area prior to award of contract.
  2. All pesticides proposed to be applied within this contract area must be approved in advance by Michael Turner, Building Facilities Coordinator.
  3. Hand weed control will be necessary for prevention of plant damage or for immediate visual improvement.
  4. Must maintain all concrete areas, sidewalks, concrete medians, rock area in mechanical yard, and curb lines free of vegetation, grass or weed growth.
  5. Spray bands around poles, signs, beds or along sidewalks or curbs are NOT permitted.
  6. Judicious herbicide spraying of the turf shall occur using the appropriate means and methods to achieve a weed free, vibrant and dense stand of turf.
  
- **Mulch Bed Maintenance**
  1. The contractor will rake mulch in landscape beds and tree rings during maintenance activities one time per month where bare areas exist to ensure coverage of bed areas with mulch. At least once per year, the Contractor must turn over all the mulch in all the beds with a small mechanical tiller.
  2. Leaves must be removed from tree rings or beds during leaf fall periods at least every two weeks.
  3. Mulch shall not be raked against trunks of trees or base of shrubs but must be tapered to ground level at base of plants.
  
- **Fertilization**
  1. The City and Contractor will develop a fertilization plan for this project.
  2. The slow release fertilizer, all labor and equipment to apply fertilizer to shrubs, trees, and groundcovers one time per year at a rate of 1 pound of Nitrogen per 1,000 square feet will be included in the monthly bid price.
  3. Fertilization of trees, shrubs, perennials, groundcovers and turf are included in this contract.
  4. The timeline for fertilizing the landscape beds with slow release fertilizer will be during the months of March or April.
  5. The turf areas will be fertilized once with slow release fertilizer in March or April and again in July at a rate of 1 pound of Nitrogen per 1,000 square feet.
  6. All fertilizer applications will be discussed and coordinated with the City prior to application.
  
- **Dead or Damage Shrub Removal**
  1. The contractor should remove all dead plants during each maintenance visit and notify Michael Turner, Building Facilities Coordinator, of plants removed. The contractor shall, if notified by the City, remove any dead plants within five (5) working days of notification if between maintenance visits. Repair of the area the plant was removed from will be required prior to contractor leaving the contract area or if supplies are needed within the same day of removal.
  
- **Leaf Removal**
  1. Leaves must be removed from turf, tree rings, and landscape bed areas weekly during periods of leaf drop. Timing will depend on plant or tree variety.
  2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable as long as this does not create visible thatch.

**Notes:**

- Insect or disease control for plantings will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.



- The contractor will be required to submit a maintenance plan in writing via email to Michael Turner at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov) by the 20<sup>th</sup> of each month for the upcoming month. The City will respond with any questions, comments, or concerns prior to the end of the month the maintenance plan is submitted. The maintenance plan must have the following components at a minimum:
  - Pruning plan
  - Fertilization plan including listing of materials proposed to be used
  - Herbicide application plan including herbicides proposed to be used
  - Other planned work such as mulching, edging or leaf removal
  - Report of previous month maintenance notes

#### 4.0 PAYMENT AND BID:

- 4.1 The contract period will be from approximately October 1, 2023 to June 30, 2024. 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 July 1<sup>st</sup> and ending the last day of June. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request MUST be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10<sup>th</sup> of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.
- 4.6 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.
- 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 Tish Williams, M/WBE Coordinator, at (252) 329-4462 or [tfwilliams@greenvillenc.gov](mailto:tfwilliams@greenvillenc.gov).

4.8 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.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 proposals 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.

4.10 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if it seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.

4.11 Contractor must complete a new vendor application and associated documents or update an existing profile 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 Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

**Limits:**

<b>Workers Compensation:</b>	Statutory for the State of North Carolina.
<b>Employers Liability:</b>	Bodily Injury by Accident \$1,000,000 each accident.
	Bodily Injury by Disease \$1,000,000 policy limit.
	Bodily Injury by Disease \$1,000,000 each employee.

**b. Commercial General Liability:****Limits:**

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Consultant/Contractor must be added as an Additional Insured to the Commercial General Liability policy.

**c. Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

**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:**

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

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 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, 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.
- 6.4** The successful bidder shall assume full and complete liability for any and all damages to building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

**7.0 AMENDMENTS, ADDENDA, 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** Questions: 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, August 17, 2023 by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Thursday, August 24, 2023 by 5:00 p.m.

**8.0 E-VERIFY COMPLIANCE:**

- 8.1** 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.

**8.2 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.**

**9.0 IRAN DIVESTMENT ACT:**

**9.1 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.**

**10.0 NON-COLLUSION:**

**10.1 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.**

**11.0 WITHDRAWAL OF PROPOSALS:**

**11.1 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.**

**12.0 REFERENCE INFORMATION:**

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

**13.0 CONTRACTOR INFORMATION:**

**13.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.**

**14.0 SPECIAL CONDITIONS (FEDERAL):**

**14.1 No Obligation by the Federal Government.**

**(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and**

shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### 14.2 Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 14.3 Access to Records.

The following access to records requirements apply to this Contract:

- (1) Where the City is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, 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. Contractor also agrees, pursuant to 49 C.F.R.

633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- (2) Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) 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.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### 14.4 Federal Changes.

- (1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### 14.5 Termination for Convenience (General Provision).

- (1) 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.

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

- (1) 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.**

**14.7 Opportunity to Cure (General Provision).**

- (1) 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.**

**14.8 Waiver of Remedies for any Breach.**

- (1) 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.**

**14.9 Civil Rights.**

**The following requirements apply to the underlying contract:**

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.**



- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 14.10 Disadvantaged Business Enterprises.

- (1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract. The contractor shall not discriminate

on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

#### **14.11 Incorporation of Federal Transit Administration (FTA) Terms.**

- (1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.**

#### **14.12 Suspension and Debarment.**

- (1) 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.**

#### 14.13 ADA Access.

- (1) The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### 14.14 Resolution of Disputes

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 14.15 Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and

understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

#### 14.16 Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 *et seq.* The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 14.17 Fly America.

- (1) Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

#### 14.18 Cargo Preference.

- (1) Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

**14.19 Energy Conservation.**

- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.**

**14.20 Byrd Anti-Lobbying Amendment.**

- (1) 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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**CERTIFICATION REGARDING LOBBYING**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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



### 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. If you do not choose to bid on Contract #15 please enter no bid in the total bid or per cycle line item in that contracts bid section.**

### Contract # 15 Bid

**Description**

**Bid**

**Total Monthly Bid for GK Butterfield Transportation Center \_\_\_\_\_  
(Per specifications)**

**Add Alternate:  
Cost to mulch all landscape beds at a depth of two (2) inches \_\_\_\_\_  
(One time per year)**

**Note 1: Contract 15 will be awarded based on the total monthly bid.**

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

**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\_\_.

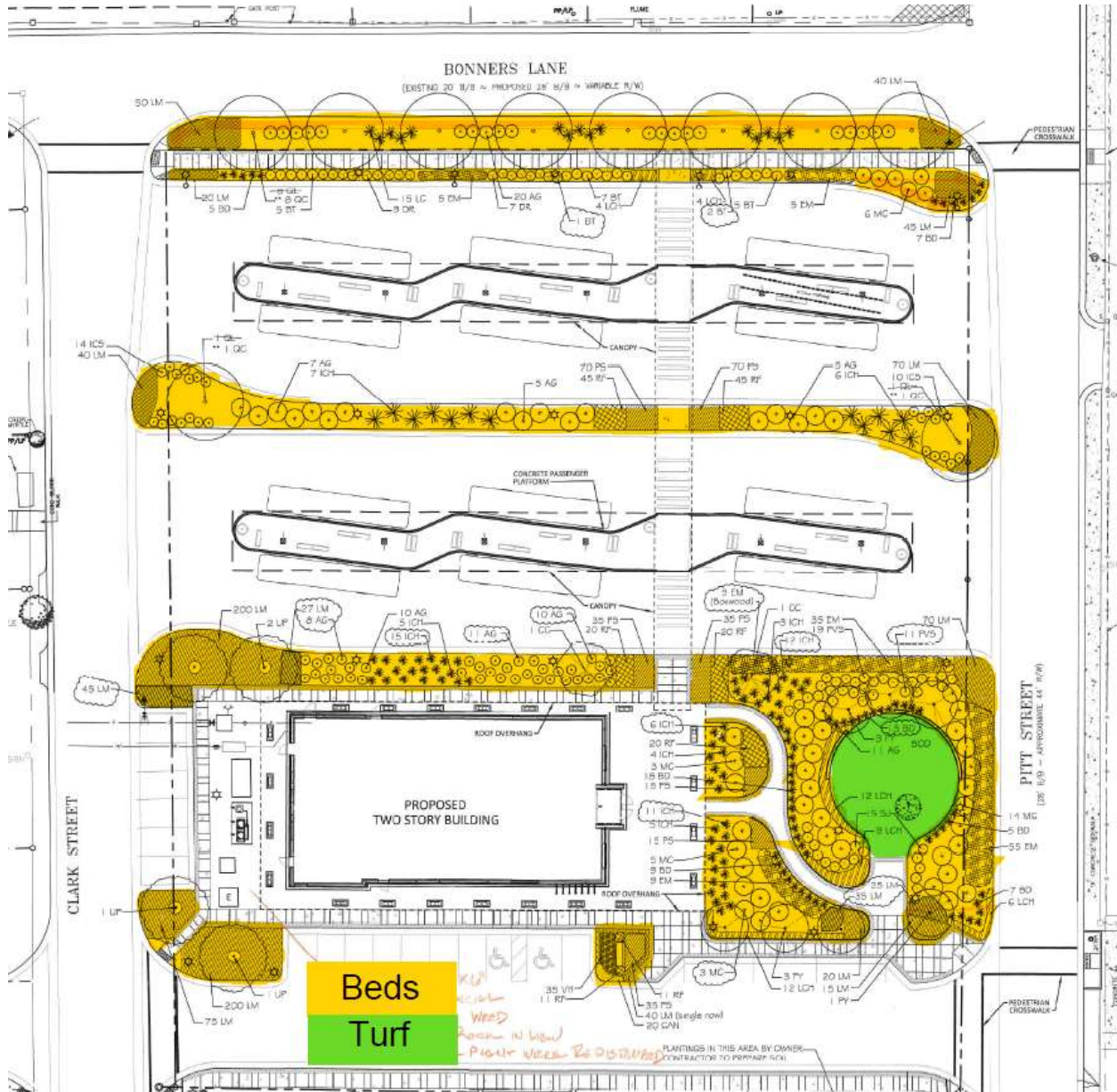
My Commission Expires:  
\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

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

# GK BUTTERFIELD TRANSPORTATION CENTER 600 S. PITT STREET GREENVILLE NC 27834



**Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1) Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability 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, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(3) Solicitations for Subcontractors, 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 Nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).