

**REQUEST FOR PROPOSALS
RFP #24-25-32**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
CONTRACT #8
DOWNTOWN FLOWER PLANTER MAINTENANCE
City of Greenville, North Carolina**



Find yourself in good company

Information Meeting: **Thursday, February 6, 2025, at 2:00 pm**
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Proposal Due Date: **Thursday, February 27, 2025, at 2:00 pm**
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the proposal package:

Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
REQUEST FOR PROPOSALS
“CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
DOWNTOWN FLOWER PLANTER MAINTENANCE”**

The City of Greenville, NC is requesting proposals for “Public Works Department Downtown Flower Planter Maintenance Contract” as listed below. The scope of work will include litter removal, watering, fertilization, planting annual/perennial flowers, planting shrubs, trimming shrubs, mulching, dead plant removal, and plant clipping removal within the contract area per scope of work and specifications.

Contract # 8 – Weekly Cycle (Year-round)

- Four (4) Permanent Planters – Minimum of one (1) visit per week
- Forty-seven (47) Movable Planters – Minimum of three (3) visits per week

Proposals will be received by the City of Greenville until Thursday, February 27, 2025, 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 #8 Downtown Flower Planter Maintenance Proposal written on the outside of the sealed envelope.

All proposals will be marked with the date and time they are received by reception staff. Proposals will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

An information meeting will be held at the Public Works Conference Room located at 1500 Beatty Street, on Thursday, February 6, 2025, at 2:00 pm.

The City of Greenville reserves the right to reject any or all proposals, 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 proposal 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 Wanda House, Financial Services Manager, 200 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 firms. Inquiries regarding the proposal process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS

**Request for Proposals
Downtown Flower Planter 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 proposal, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications or maintenance, shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
6. By submitting a proposal, the Contractor attests that it is in compliance with all items listed in the 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 approximately April 1, 2025, 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
10. The contract may be performed Monday – Friday at a time deemed acceptable to the Contractor and the City of Greenville.
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. All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering of goods or services.

Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address: <https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx>.

If the prospective new vendor is *only* providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration.

General Contractors must provide total amounts paid to MWBE subcontractors with each payment application/invoices.

General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award.

15. The Contractor shall establish a base schedule with Michael Turner, Building Facilities Coordinator, and keep the City informed of changes in the schedule. Flowers, perennials, or plant for the planters will be purchased by the City, or the Contractor will be reimbursed for the cost of materials and delivery if the City approves purchasing of materials by the Contractor.
16. The Contractor will be responsible for replacing damaged plants, and shall bear all associated costs for replacing damaged turf or plants if damage has been deemed the result of operations by the contractor.
17. In the case of vandalism or other damages outside the control of the Contractor, an hourly rate will be used as filled out on the request for proposals sheet where indicated. Repairs are required within forty-eight (48) hours from time of discovery and/or notification. Material cost will be the responsibility of the Contractor in these cases.
18. Prior to the three (3) plant installation periods, all plantings shall be approved by the Public Works Buildings and Grounds Superintendent or designee.
19. The expectation is that the planters are thick, have continuous blooms, and provide maximum appeal with varied textures, colors, and heights.
20. Contractor will not apply insecticides, fungicides or herbicides as part of this contract. However, the contractor must notify Michael Turner, Building Facilities Coordinator, within twenty-four (24) hours if insect damage or disease is present and damaging plantings.
21. Water will be available at the Public Works Facility, located at 1500 Beatty Street, for the Contractor to fill the Contractor's water tank.

PROPOSAL CONTENTS AND FORMAT

Note: The proposal shall be concise, straightforward and no more than twenty-five (25) pages, including all pertinent attachments, exhibits, appendices and product brochures.

Firms which have relevant experience and positive references with flower planter maintenance in an urban setting of similar size and style are invited to complete and submit a proposal.

To enhance comparability, the proposal should be outlined per the informational sequence noted below:

- 1. Cover letter**
- 2. Qualifications of the Firm**
- 3. Methods and procedures of flower planter maintenance**
- 4. Qualifications of Staff**
- 5. Price**

All proposals must be submitted and received on or before 2:00 pm on Thursday, February 27, 2025.

EVALUATION CRITERIA

- 1. Cover letter (10 Points)**
 - The cover letter shall summarize the key points in the proposal, include a statement regarding how the firm will administer this contract, appropriate introductory and contact information including the name of the firm’s principal liaison, and bear the signature of a person duly authorized to legally commit the firm.
 - Provide information regarding the disciplines and specialty areas that your firm can provide.
- 2. Qualifications of the Firm (20 Points)**
 - Include a statement regarding the qualifications of the firm as a business entity, past performance, and experience with a special emphasis on work similar to this scope of work.
 - Provide relevant experience of flower planter maintenance in a similar urban setting and also include years of experience conducting similar work.
 - Proving experience working with Federal, state and/or local governments.
 - Previous work performance and quality of completed work.
 - Provide examples of completed work within the last 5 years.
- 3. Methods and procedures of flower planter maintenance (40 Points)**
 - Proposals shall include a detailed outline of how the firm will conduct flower planter maintenance within the downtown district of the City of Greenville.
 - Describe how your firm will coordinate and communicate with City staff for watering, fertilizing, hand weeding, planting and pruning of all flower planters.
 - Describe your firm’s specifications that meet the downtown flower planter maintenance specifications.

4. Qualifications of Staff (20 Points)

- Provide a statement describing a staffing plan that identifies the project manager(s) and other key personnel who will be assigned to the project.
- Discuss the qualifications and experience of each key individual
 - i. Proposed project manager.
 - ii. Allocation of time to the performance of work under this proposal.
 - iii. Organization of the workforce and personnel utilization.
 - iv. Provide an organizational chart for all staff members who will be part of this project.

5. Price Schedule (10 Points)

- Fill out pricing sheet to include all costs to be incurred and billed.

6. Certification forms

- All forms must be completed, signed, dated, unaltered and submitted with the proposal to be considered a responsive proposal.

The following criteria will be the basis on which contractors will be selected for further consideration:

<u>Section:</u>	<u>Weight in Evaluation</u>
Cover Letter	10%
Qualifications of the Firm:	20%
Methods and procedures of flower planter maintenance:	40%
Qualifications of the staff:	20%
Price:	10%

Note 1: City staff will evaluate the proposals based on the factors outlined under evaluation criteria.

Note 2: Evaluation points for price will be assigned based on lowest cost (most points) to highest cost (least points).

Note 3: Any and all information submitted in conjunction with this Request for Proposal (RFP) and the evaluation process will not be returned to the respondent.

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:
DOWNTOWN FLOWER PLANTER MAINTENANCE
CONTRACT #8**

1.0 SCOPE:

- 1.1** The scope of work shall include litter removal, watering, fertilization, planting annual/perennial flowers, planting shrubs, trimming shrubs, mulching, dead plant removal, and plant clipping removal within the contract area per scope of work and specifications.
- 1.2** The per planter price, total monthly dollar amount, and the hourly rate for repairs shall be included on the attached Contract #8 Request for Proposals sheet as indicated.

2.0 GENERAL:

- 2.1** All flower planter maintenance shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.2** Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Friday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 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 five (5) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in five (5) 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 DOWNTOWN FLOWER PLANTER MAINTENANCE:

- 3.1** Movable Planters (Total of 47 planters):
 - a.** Size breakdowns are as follows:
 - a.** Ten (10) metal planters approximately 36" x 36"
 - b.** Thirty-one (31) metal planters approximately 22" x 62"
 - c.** Six (6) concrete planters approximately 2' round
 - b.** Maintenance instructions and minimum requirements for each planter:
 - a.** A minimum of three (3) visits per week for the movable planters is required. During hot, dry, and/or during plant establishment periods, more visits will be necessary to keep plantings in peak condition.

- b. Watering, fertilizing, hand weeding, deadheading, and replacement of flowers and plantings as needed to maintain planters in continual peak condition.
- c. The contractor shall remove scattered debris, litter, cigarette butts and limbs located within the planter or immediately adjacent to the planter (within three (3) feet on all sides of the planters) prior to maintaining planters.
- d. Contractor must notify Michael Turner, Building Facilities coordinator of any locations with illegally dumped material.
- e. Plant flowers three (3) times annually per the following schedule:
 - i. May 1 through May 10 – Summer Annuals
 - ii. 1st full week of September – Fall Chrysanthemums
 - iii. 1st full week of November – Winter Annuals

3.2 Permanent Planters (Total of 4 planters):

- a. Size breakdowns are as follows:
 - a. Four (4) large square planters approximately 4'x 4'x 4'
- b. Maintenance instructions and requirements for each planter:
 - a. A minimum of one (1) visit per week for the permanent planters is required. During hot, dry, and/or during plant establishment periods, more visits will be necessary to keep plantings in peak condition.
 - b. Watering, fertilizing, hand weeding, deadheading, and replacement of flowers and plantings as needed to maintain planters in continual peak condition.
 - c. Mulch is to be installed one time per year at a depth of three (3) inches. Some removal of existing mulch may be required in some areas to allow for a fresh coat of mulch.
 - d. Prune perennials, shrubs, and trees in planters as required for the type of planting to maintain continued professional appearance. All clippings must be cleaned up and removed during each pruning.
 - e. The contractor shall remove scattered debris, litter, cigarette butts and limbs located within the planter or immediately adjacent (within three (3) feet on all sides of the planters) to the planter prior to maintaining planters.
 - f. Contractor must notify Michael Turner, Building Facilities coordinator of any locations with illegally dumped material.

Notes:

- Insect and 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 by the 20th 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
 - Planting plan
 - Other planned work
 - Report of previous month maintenance notes

- 3.3 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 or streets, vehicles, landscape beds, tree rings, or structures.
- 3.4 The City of Greenville reserves the right to reduce or add to the area(s) 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 price will be adjusted in the event of any elimination or addition of areas.
- 3.5 Contractor must not park on any median and/or affect normal traffic flow along designated streets while performing maintenance of flower planters.

4.0 **PAYMENT AND PROPOSAL:**

- 4.1 The contract period will be from approximately April 1, 2025, to June 30, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional one-year periods if the City and contractor agree in writing starting annually on July 1st and ending the last day of June.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty (30) days of receipt of an approved invoice.
- 4.3 Firms 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 request for proposals sheet details the entries required. Each 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 proposals 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 Wanda House, Financial Services Manager, at (252) 329-4862 or whouse@greenvillenc.gov.

- 4.8 Proposer, 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 proposals, to waive any informalities and to accept the proposal that seems most advantageous to the City. Any proposal submitted will be binding for ninety (90) days after the date of the opening.

- 4.11 Contractor must complete a new vendor application and associated documents or update an existing profile as required prior to acceptance of the contract.

5.0 **WORKERS COMPENSATION AND INSURANCE:**

- 5.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

- 5.2 The Contractor 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.

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

Limits:

Workers Compensation:	Statutory for the State of North Carolina.
Employers Liability:	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.

- (2) **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.

(3) **Commercial Automobile Liability:**

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

(4) **Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

(5) **Proof of Carriages:**

- (1) The 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.
- (2) 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.
- (3) 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

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 contractor 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 proposer 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 proposer 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 firm, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful contractor's activities and operations while performing those service enumerated herein.
- 6.4 The successful contractor 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 addendum on the proposal 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 the specifications must be sent by email to mturner@greenvillenc.gov
- 7.4 Schedule for questions and addenda:
Last date to submit a question: Thursday, February 13, 2025, by 5:00 p.m. Questions will be answered via addendum posted on the City's website by: Thursday, February 20, 2025, 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 Proposer 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 proposer represents that the proposer 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 proposal may be changed or withdrawn after the stated time and date for submittal. Proposals submitted shall be binding for ninety (90) days after the date of submittal.

12.0 REFERENCE INFORMATION:

- 12.1** All proposers must provide a list of three (3) client references of similar maintenance projects. Please provide the information on the “Contractor Reference Information” sheet and attach with the proposal sheet.

13.0 CONTRACTOR INFORMATION:

- 13.1** Please provide the information on the “Contractor Data Form” and attach with the proposal sheet. All information should be accurate and detailed in description.

The remainder of the page intentionally left blank



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 completed form with submitted proposal****

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting proposal: _____

Title:

Phone Number of Authorized Representative: _____

Email: _____

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

[illegible]

COG DOC #1199384



REQUEST FOR PROPOSALS

In compliance with the request for proposals 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.

Contract # 8 Downtown Flower Planter Maintenance

<u>Description</u>	<u>Price</u>
A. Cost of maintenance per planter per month (Per specifications. See note 1)	_____
B. Total monthly price for all planters (51 total) (Per specifications. See note 2)	_____
C. Per hour rate for repairs due to vandalism	_____

Note 1: Price is per month, not per visit.

Note 2: Calculation formula is $A \times 51 = B$

Note 3: The cost of plants and/or materials shall not be included in the "total monthly price".

Addendum Acknowledgement:

Please record each Addendum Number Received: ____ / ____ / ____ / ____ / ____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted proposal****

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 _____ City of _____

Signed and sworn to (or affirmed) before me, this the _____

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include completed form with submitted proposal****

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise Program**

**City of Greenville
MWBE Guidelines for Professional Service Contracts**

These instructions shall be included with each solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

MWBE Guidelines for Professional Service Contracts

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

☐ **FORM 1—Sub-Service Provider Utilization Plan**

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

☐ **FORM 2--Statement of Intent to Perform work without Sub-Service Providers**

This form provides that the submitter does not customarily subcontract work on this type of project.

☐ **Sub-Service Provider Utilization Commitment**

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

☐ **Proof of Payment Certification**

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

Minimum Compliance Requirements: All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

****Include completed form with submitted proposal****

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)

_____ we propose to expend a minimum of _____ %
(Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____ % of the total
dollar amount with WBE firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include either completed "Form 1" OR "Form 2" in submitted proposal****

Statement of Intent to Perform work without Sub-Service Providers
FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our
 intent to perform **100% of the work required** for the _____ contract.
 (Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
☐ **Check box to indicate documentation is attached.**
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
☐ **Check box to indicate documentation is attached.**
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative_____

Signature of Authorized Representative_____

****Include either completed "Form 1" OR "Form 2" in submitted proposal***

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
(Company Name)
_____ we will expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total
dollar amount of the work with WBE.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Original Total Contract Amount: \$ _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Will this request change the dollar amount of the contract? ☐ Yes ☐ No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one): ☐

Increase ☐ **Decrease** ☐ **No Change**

Name of subconsultant: _____

Service provided: _____

Proposed Action:

____ **Replace subconsultant**

____ **Perform work in-house**

For the above actions, you must provide one of the following reasons (Please check applicable reason):

____ **The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.**

____ **The listed MBE/WBE is bankrupt or insolvent.**

____ **The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.**

____ **The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.**

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? ____Yes ____No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

____Increase total dollar amount of work

____Add as an additional subconsultant*

____Decrease total dollar amount of work

____Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? ____Yes ____No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval _Y _N

Date _____

Signature _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ____Yes ____No

Pay Application No. _____

Purchase Order No. _____

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

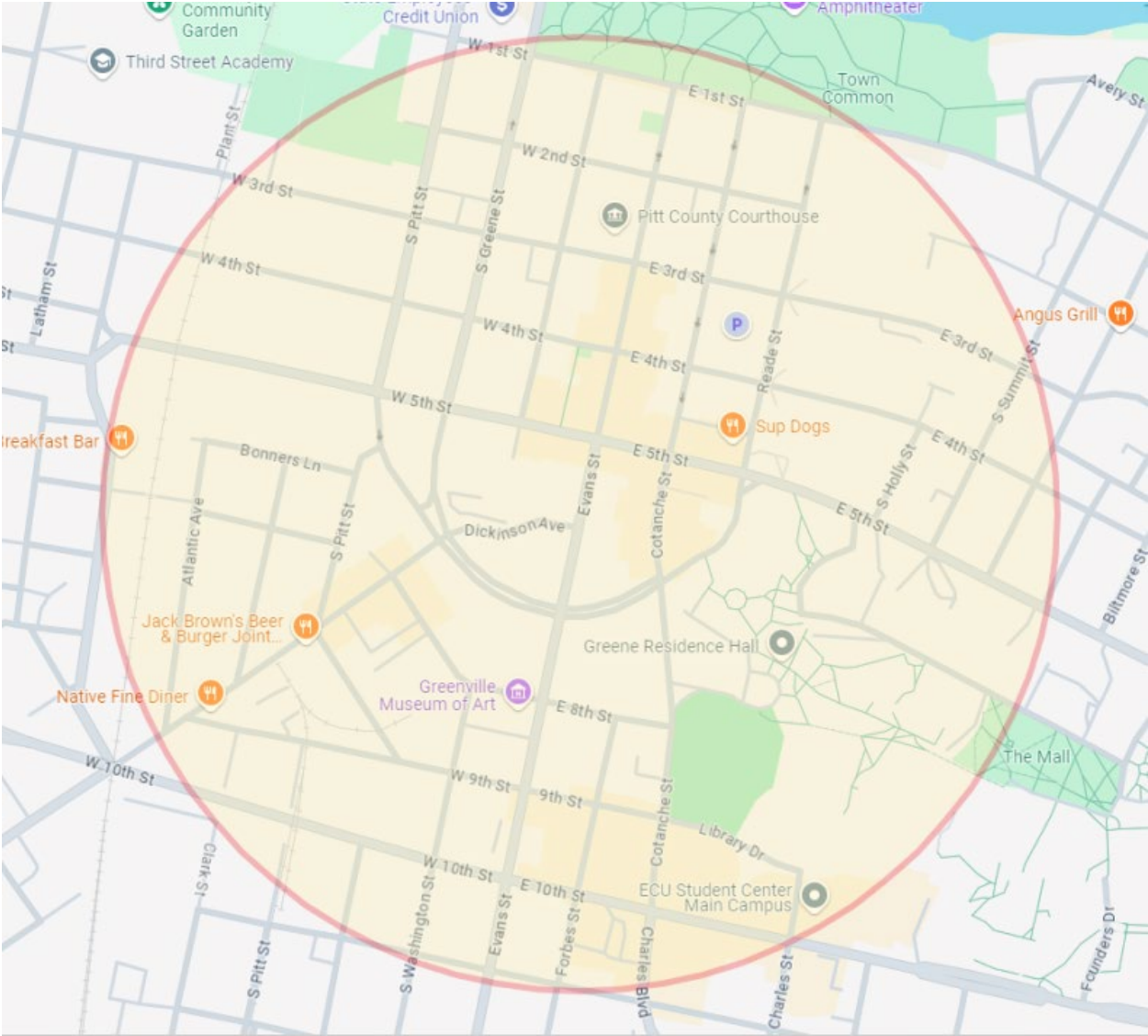
*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Signature

**Downtown Flower Planter
Area of Maintenance**



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:

- 12.0 withholding payments to the contractor under the contract until the contractor complies; and/or
- 13.0 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.

(1) 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

- 17.2 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.
- 17.3 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);
- 17.4 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 17.5 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;
- 17.6 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 17.7 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);
- 17.8 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);
- 17.9 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;
- 17.10 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 17.11 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;
- 17.12 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);
- 17.13 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);
- 17.14 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).