

**INVITATION TO BID
FORMAL BID #14-15-39**

**CITY WIDE RIGHT OF WAY MOWING
CONTRACT #6
CITY OF GREENVILLE
NORTH CAROLINA**



Find yourself in good company

**Pre-Bid Meeting: Tuesday, April 14, 2015 @ 11:00 am
Public Works Conference Room
1500 Beatty Street, Greenville, NC**

**Bid Due Date: Tuesday, April 28, 2015 @ 2:00 pm
Public Works Conference Room
1500 Beatty Street, Greenville, NC**

Contact Persons:

Questions regarding the bid package:

**Mrs. Angelene E. Brinkley
Purchasing Manager
Telephone: 252-329-4462
Fax: 252-329-4464
Email: abrinkley@greenvillenc.gov**

Questions regarding the specifications:

**Mr. Mike Watson
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mwatson@greenvillenc.gov**

**CITY OF GREENVILLE
ADVERTISEMENT FOR PROPOSALS
“CITY RIGHT of WAY MOWING #6”**

The City of Greenville, NC is requesting proposals for “CITY RIGHT of WAY MOWING #6”. The scope of work shall include litter removal, finish mowing, weed trimming and clipping removal on approximately one (1) contract area throughout the City.

Sealed proposals will be received by the City of Greenville until Tuesday, April 28, 2015 @ 2:00 pm in the Public Works Department Conference Room located at 1500 Beatty Street, Greenville, NC 27835-7207 with the words “City Right of Way Mowing #6” written on the outside of the sealed envelope. Bids will be opened and read aloud at this time.

A mandatory Pre-bid Conference will be held at the Public Works Conference Room on Tuesday, April 14, 2015 @ 11:00 am. 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 sixty (60) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, the plans 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 City of Greenville Purchasing Manager, 1500 Beatty Street, Greenville, NC 27835-7207, during regular business hours, and available to prospective bidders. Inquires should be directed to the Purchasing Manager at the above address --- Telephone (252) 329-4462. Minority/Women owned business are encouraged to submit proposals.

Angelene Brinkley, Purchasing Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

ATTACHMENT A

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
City-Wide Right of Way Mowing #6
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.**
- 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. If the Contractor is unable to provide a proposal for any reason, please send a letter of explanation.**
- 6. Questions regarding any procedure for submission of a proposal for Greenville City-Wide Right of Way Mowing shall be directed by email to Mike Watson, Building Facilities Coordinator, @ mwatson@greenvillenc.gov.**
- 7. By submitting a proposal for the Contractor to provide Greenville City-Wide Right of Way Mowing, 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.**
- 8. Contractor must comply with all OSHA requirements associated with the work within this contract.**
- 9. It is expected that work would begin no earlier than May 1, 2015. However, such starting date is subject to change based on time needed to finalize the contract or the need for City Council approval.**

- 10. No work will be performed at any time without proper supervision. Names and experience of supervisors shall be provided.**
- 11. All Greenville city-wide right of way mowing must be performed Monday – Saturday during daylight hours. Mowing on Sunday is not permissible.**
- 12. 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.**
- 13. 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.**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY WIDE RIGHT of WAY MOWING #6**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal; finish mowing, weed trimming and clipping removal on approximately one (1) contract area throughout the City.**
- 1.2 The attached Exhibit “B”, City Wide Right of Way Mowing Contract Area 6, details the line items associated with each area. The total bid amount shall be included on the Request for Bid sheet.**

2.0 GENERAL:

- 2.1 Contracts are to be mowed on a weekly basis. Mowing frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All mowing shall be completed in a professional manner and shall conform to these specifications.**
- 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 Right of Way MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs prior to mowing, excluding material that has been illegally dumped. Contractor must notify Mike Watson, Building Facilities Coordinator, with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below.**

- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Mike Watson, Building Facilities Coordinator, with location of limbs larger than six (6) inches diameter.**
- 3.4 All areas will be finish mowed at two and one half (2.5) inches in height. Areas where large riding mowers are not feasible must be mowed with push mowers. The area behind any mulch rings shall be a minimum of sixty (60) inches.**
- 3.5 Herbicide spraying will not be allowed in these areas.**
- 3.6 Grass trimming must be performed around all poles, trees, signs and along the fence areas.**
- 3.7 Edging must be performed along sidewalks and curbs. Edging can be performed with weed trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to an alternate work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to an alternate work site.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.**
- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify the Building Facilities Coordinator @ 252-329-4921 in the event that a site is too wet to cut.**

4.0 PAYMENT AND BID:

- 4.1 The attached Exhibit “B”, City Wide Right of Way Mowing Contract Area 6, details the line items associated with each area. Each line item shall be priced and totaled at the bottom. The total bid amount shall also be included on the Request for Bid sheet.**

4.2 The contract period this year will be from May 1, 2015 to December 1, 2015. The City reserves the right to extend the contract annually for up to a total of four (4) additional years if the City and contractor agree starting annually on March 1st and ending December 1st.

4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month.

The City will render payment within fifteen days of receipt of an approved invoice.

4.4 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.

4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.

4.7 Minority and/or Women Business Enterprise (M/WBE) Program

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for

employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

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

- 4.9 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.
- 4.10 Contractor must maintain a current City of Greenville Business license and complete a new vendor application and associated documents as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

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.

- 5.1 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance must be maintained during the duration of the contract.

5.2 OTHER INSURANCE:

The contractor shall furnish such additional insurance as may be required by the General Statues of North Carolina, including motor vehicle insurance in amounts not less than statutory limits. The Contractor will be required to purchase a City of Greenville privilege license from the Collections Division. The Collections Division is located on the first floor of City Hall at 200 W. Fifth Street.

5.3 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.

- 5.4** The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Mike Watson, Building Facilities Coordinator
City of Greenville
1500 Beatty Street
Greenville, N.C. 27834
Email: mwatson@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.

It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 ADDENDUM:

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.

7.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/financialservices/purchasingdivision on the City of Greenville's webpage.

9.0 REFERENCE INFORMATION

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

- 1. **Company name:** _____
 Contact person: _____
 Title: _____ **Phone No.** _____

- 2. **Company name:** _____
 Contact person: _____
 Title: _____ **Phone No.** _____

- 3. **Company name:** _____
 Contact person: _____
 Title: _____ **Phone No.** _____

10.0 CONTRACTOR INFORMATION

Please provide the information below with the bid sheet.

**CITY OF GREENVILLE
NORTH CAROLINA**

PROSPECTIVE CONTRACTOR DATA FORM

Company Name: _____

Address: _____

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

Email: _____

Tax ID# _____

Corporation or Partnership: _____

Number of Years in Business: _____

Number of Years in Greenville Area: _____

Number of Permanent Employees: _____

Number of part-time Employees: _____

Number of Riding Lawn Mowers: _____

Number of Weed Trimmers/Edgers: _____

List other tools and/or equipment you feel appropriate to perform the specified duties:

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications.

Description

Bid

City-Wide Right of Way Mowing

Total Price Per Cycle

Contract 6

\$ _____

Company Name: _____

Signed: _____

Print Name: _____

Date: _____