## INVITATION FOR BIDS FOR MUNICIPAL RIGHTS-OF-WAY, DITCHES, CEMETERY AND OTHER DESIGNATED AREAS MOWING AND GROUNDS MAINTENANCE

Sealed bids will be received by the Public Works Director for Town of Winterville <u>until 2:00 p.m. local</u> <u>time on, May 27<sup>th</sup>, 2024 at the Town Hall</u>, 2571 Railroad St., Winterville, NC 28590, and immediately thereafter opened and read. Envelopes should have "Winterville Municipal Cemetery Mowing & Grounds Maintenance" clearly written on the outside. All bids must be made on the blank forms provided for that purpose.

The resulting service contract will be to furnish all implements, equipment, tools, labor and supervision necessary for the execution and completion of the work.

Complete plans, specifications, and contract documents may be obtained at the Winterville Town Hall, 2571 Railroad St., Winterville, NC or by calling the Town Hall at 252-756-2221 ext. 2428. A walkthrough of the areas included in the contract will be conducted on May 15<sup>th</sup> 2024. The walkthrough will begin at the Winterville Town Hall at 10:00 a.m. Attending the walkthrough is not a condition of bid consideration but is highly recommended.

All qualified proposals will be evaluated, and acceptance made of the proposal found by the Town of Winterville to constitute the best value offered for the purpose intended. Evaluation will include, but not necessarily be limited to, the bidder's qualifications, experience, financial standing, labor supply, equipment, supervisory experience, and bid price.

All bidders shall include an affidavit attesting to their compliance with E-Verify (or, if the contractor employs less than 25 employees in this state, attesting to that fact), and attesting to the bidder's subcontractors' compliance with E-Verify (or, if any subcontractors employ less than 25 employees in this state, attesting to that fact). A sample "Affidavit of Compliance with NC E-Verify Statutes" is attached. This must be included with all bid submittals.

The Town of Winterville reserves the right to accept or reject any or all proposals presented, the right to waive any informalities or irregularities, and the right to accept the bid or any portion of the bid thereof that is deemed most advantageous to the Town.

Town of Winterville Cliff McGuffin, Public Works Director

#### **INSTRUCTIONS TO BIDDERS**

#### 1. PROPOSALS

Proposals must be made in strict accordance with the "Form of Proposal" provided and therefore, must not be detached from these documents and all blank spaces for bids and alternates properly filled in.

The contractor shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the President and the Secretary or the Vice-President and Secretary and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be attached to each copy of the documents.
- d. The bidder must attach the Mowed Area Maps that were distributed by the Town with the bid. Each Mowed Area Map must be initialed and dated by the contractor signifying they have reviewed the sites and are submitting a bid based on a full and complete understanding of the areas requiring mowing and maintenance.

Modification of bids will only be acceptable if delivered in writing or by telegram to the place of the bid opening prior to the time for opening bids. Should the bidder find discrepancies in or omissions from the drawings, or documents or should be in doubt as to their meaning, the bidder shall at once notify the Purchasing Manager who will send a written instruction to all bidders. The Town will not be responsible for any oral instructions.

#### 2. BULLETINS AND ADDENDA

Any bulletins or addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. Receipt of addenda shall be acknowledged by the bidder on the proposal form.

#### 3. AWARD OF CONTRACT

In evaluation of bids, the Town of Winterville shall consider qualifications of the bidders and whether or not the bids comply with the prescribed requirements. The Town may conduct such investigations as deemed necessary to establish responsibility, qualifications, and financial ability of the bidders. The Town may require the apparent low bidder to qualify himself by furnishing to the Town any or all of the following data:

a. Financial statements dated within 30 days of the bid opening

- b. Records showing the number of full-time employees and length of time the organization has been in business
- c. Name and address of the proposed surety and local claims agent

In the event the apparent low bidder does not qualify, he will be so notified.

#### **4. EXAMINATION OF CONDITIONS**

The submission of a bid will assume that the contractor has fully examined the site and knows existing conditions and has made every provision for operation under existing conditions and has included all necessary items.

The contractor, as a condition of his or her bid being considered for the contract, is to initial and date each attached Mowing Area Designation Map signifying he or she has reviewed the Maps and is submitting a bid based on a full understanding of all areas included for mowing and maintenance in the contract.

#### 5. PAYMENT

Payment will be made to the Contractor on a monthly invoice basis for work satisfactorily accomplished during the previous month, and within thirty (30) days after receipt by the Town of invoice.

#### **6. BIDS TO BE RETAINED**

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of one hundred twenty (120) days pending the execution of a contract by the successful bidder. Should the successful bidder default and not execute a contract, the contract would be offered to the next lowest and responsible bidder.

#### 7. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## FORM OF PROPOSAL FOR MUNICIPAL RIGHTS-OF-WAY, DITCHES AND OTHER DESIGNATED AREAS MOWING AND GROUNDS MAINTENANCE

The undersigned, as Bidder, proposes and agrees that if this proposal is accepted to contract with the Town of Winterville in the form of contract specified to furnish all necessary implements, equipment, tools, labor and supervision to complete the Town of Winterville Municipal Rights-of-Way, Ditches and Other Designated Areas Mowing and Grounds Maintenance, in full and complete accordance with the Specifications and Contract Documents, to the entire satisfaction of the Town of Winterville.

The undersigned bidder hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in the proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; that it is in all respects fair and in good faith without collusion or fraud; and that Bidder will not sub-contract to another party.

The Bidder further declares that he has examined the site of the work, Specifications, Attachments, and Contract Documents, and read all provisions furnished prior to opening of bids; and that he has satisfied himself relative to the services to be performed.

Each bidder shall affirm that no official, employee of the Town nor their immediate family is directly or indirectly interested in this proposal for any personal reason or gain.

The Town of Winterville reserves the right to reject any and all bids and the right to accept the bid or any portion of the bid thereof that is deemed most advantageous to the Town. The bidder understands it is not guaranteed that Municipal Rights-of-Way, Ditches and Other Designated Areas Mowing and Grounds Maintenance job will be awarded.

Wildwing and Grounds Maintenance job will be awarded.				
Signature	Date	Printed Name	Title	

#### **SPECIFICATIONS**

### FOR MUNICIPAL RIGHTS-OF-WAY, DITCHES AND OTHER DESIGNATED AREAS MOWING AND GROUNDS MAINTENANCE CONTRACT

This describes the specifications, and terms and conditions for the Town of Winterville's Municipal Rights-of-Way, Ditches and Other Designated Areas Mowing and Grounds Maintenance Contract including, but not limited to mowing, weed eating, and removal of trash and debris. The work shall include furnishing all equipment, implements, tools, materials, transportation, labor, work, and supervision necessary for the execution and completion of the work.

It shall be understood and agreed that the reference to "Town" herein shall mean Town of Winterville representative or designee.

#### 1. TERM OF CONTRACT

Contract shall exist for twelve (12) months beginning on the date of the Notice to Proceed. The Town reserves the right to extend this Agreement on an annual basis if it is determined to be in its best interest. The life of this Agreement including all extensions shall not extend beyond a period of three (3) years. The Town reserves the right to terminate this Agreement at any time with thirty (30) days written notice, with or without cause.

#### 2. BIDDER QUALIFICATIONS

Only bids from companies established in performing this type service and qualified to handle accounts of this size may be considered. Prior to award, Town of Winterville reserves the right to investigate a bidder's ability to fulfill the requirements of the contract.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

#### 3. LOCATIONS

The Mowed Area Maps are attached herein. The Town's municipal rights-of-way, ditches and other designated areas as indicated on the maps.

#### 4. USE OF CHEMICALS

The successful bidder (Contractor) must have all applicable licenses including North Carolina Pesticide Applicator's license and endorsements or obtain same within 30 days of contract execution. The Contractor must maintain this license during the term of his contract.

#### 5. MOWING SEASON

The Town's municipal rights-of-way, ditches and other designated areas as listed on the attached map, shall be mowed every fourteen (14) days during the growing seasons beginning the 1<sup>st</sup> week of April and continuing thru the second week of November.

#### **6. CONTRACTOR USE OF SITE PREMISES**

Successful contractor shall cooperate with and accommodate related work performed by the Town on site during the contract period. It shall be the successful Contractor's responsibility to coordinate its work on site.

#### 7. PERSONNEL

The Town of Winterville reserves the right to request of the Contractor, dismissal or replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The Contractor will be responsible for supervision, hiring, and firing of their own employees and shall be solely responsible for the pay, worker's compensation insurance and benefits. The Contractor's designated representative is required to perform periodic inspections of the areas to be cut and shall submit inspection reports to the Contract Administrator when requested.

The Contract Administrator, which will be the Public Works Director "Director" for the purpose of this Agreement, will be assigned as the contact person for maintenance personnel. The Contractor shall insure that his employees are trained in all appropriate safety regulations including but not limited to, OSHA regulations and all other local, State, and Federal regulations.

#### 8. SCOPE OF SERVICES

- The Contractor must remove trash and debris from municipal rights-of-way and ditches, and dispose of it in an approved manner before mowing is begun. The Town will not be responsible for picking up trash and debris left by a contractor on the curb. For purposes of this Agreement, debris includes but is not limited to bricks, paper, cans, bottles, limbs, pipes and any other forms of debris that may prevent proper maintenance of rights-of-ways and ditches.
- The contractor shall supply properly trained staff and all needed equipment and materials to mow and maintain the rights-of-ways every fourteen (14) days for the period of July 1<sup>st</sup> 2024

- thru November 15, 2024. The Town, at its discression, may require additional mowing on occasion.
- The mowed areas are to be cut such that the mowed grass height is no less than 2 inches and no more than 3 inches.
- The contractor shall remove all grass clippings from sidewalks, paved surfaces and travel ways after each mowing activity.
- Areas to be mowed and maintained rights-of-ways, ditches, and other areas as noted. These areas are shown on the attached Mowing Area Designation Maps.
- Mowing during inclement weather or poor site conditions is prohibited. The Town reserves the
  right to adjust the mowing schedule because of adverse weather conditions or schedule
  changes due to other factors. The Contractor shall furnish a proposed mowing schedule and
  keep the Town advised of any changes. Contractor shall complete each mowing within 14 days
  of commencement of each mowing cycle, unless otherwise approved in writing from the Town.
- The equipment shall not be left overnight or at other times when work has been suspended, unless approved by the Town.

#### 8. TRAINING

The contractor is responsible for all required and/or needed training of his employees.

#### 9. HOURS OF WORK

The Contractor's operations will be restricted to daylight hours and no work may be performed on Sundays, unless otherwise approved by the Town.

#### 10. CONTRACTOR AVAILABILITY

Within 24 hours of notification, the Contractor shall correct any problems within the scope of this agreement.

#### 11. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the Town of Winterville and its officers, agents, and employees from all suits, actions or claims of any character brought for any injury or damage received or sustained by an person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performance of the contract.

#### 12. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent

damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures.

It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the Town may at the Contractor's expense repair, rebuild, or otherwise restore such property.

#### **13. EQUIPMENT**

The Contractor is responsible for the proper operation and maintenance of all equipment and tools used for performance of its duties and must demonstrate to the satisfaction of the Town that the mowing equipment to be used in the work is in good working condition and suitable for the purpose intended.

Mowers are to be equipped with shields to prevent foreign objects from being thrown out from the cutting unit enclosures.

The Contractor is responsible for compliance with applicable requirements of the National Occupational Safety and Health Act of 1970 as amended, the Construction Safety Act, and applicable implementing regulations. The Town of Winterville shall not be responsible for the Contractor's compliance.

<u>Each bidder must attach to his proposal a list describing the equipment he proposes to use in the work.</u>

#### **14. EXECUTION OF THE WORK**

If the Contractor fails to execute the work as directed or fails to perform the work in a manner satisfactory to the Town, the Town may perform the work with other forces. The cost of work so performed will be deducted from any monies due the Contractor.

#### **15. CANCELLATION**

In the event it becomes necessary for the Town to have other forces perform the work, the Contractor shall promptly supplement his forces to get the work back on schedule. If the Contractor fails to take steps to keep the work on schedule, or consistently performs unsatisfactory work, the contract may be canceled upon thirty (30) days written notice by the Town of Winterville.

#### **16. INSPECTION**

All work shall be subject to inspection by the Town at any time. Routinely, the Town will make periodic inspections of the completed work.

#### **17. INSURANCE**

Minimum Limits of Insurance:

<u>General Liability</u>----No less than \$1,000,000, limit per occurrence for bodily injury, personal injury and property damage.

<u>Auto Liability</u>---No less than \$1,000,000, limit per occurrence combined single limit per accident per bodily injury and property damage.

<u>Workers Compensation and Employers Liability</u>---Workers Compensation and Employers Liability as required by the State of North Carolina.

The successful Contractor shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than at the execution of the contract. The Town reserves the right to require any additional documentation or information verifying insurance coverage, as the Town deems necessary. The Town may contact the successful Contractor's insurance agent(s) or carrier(s) directly concerning any insurance issues.

#### **18. SUBCONTRACTING**

It is the intent of the Owner that this contract not be subcontracted. The Contractor shall not award work to subcontractors without prior written approval of the Town of Winterville.

The Contractor shall be fully responsible to the Town for the acts and omissions of their employees, and of persons either directly or indirectly employed by the Contractor. The Contractor shall cause appropriate provisions to be inserted in all employment contracts by the terms of the contract documents insofar as applicable to the work of employees and to give the Contractor the same power as regards to terminating any employee that the Town may exercise over the Contractor under any provision of the contract documents. Nothing contained in this contract shall create any contractual relation between any contract employee and the Town of Winterville.

#### 19. NOTICE TO PROCEED

A notice to proceed will be issued after the Contractor has executed the Agreement and his Insurance Certificate(s) or Endorsements have been received and accepted by the Town. The Contractor shall not deliver any equipment to the work site or commence work until he has received a written Notice to Proceed.

#### **20. TERMINATION**

This contract shall be subject to termination upon the occurrence of any of the following events:

If either party hereto defaults on any of its material obligations, (including but not limited to payment of workmen, subcontractors or material men and the timely performance of grass mowing and/or cemetery grounds maintenance), representations (including maintaining in force insurance as per the contract previsions), or warranties under this contract, the non-defaulting party shall notify the other party in writing specifying in sufficient detail the nature and extent of such breach and, unless within thirty (30) calendar days after such written notice of such default the defaulting party remedies the default, the non-defaulting party may terminate the contract in writing without further notice.

Also, this contract shall terminate, if (a) either party files a petition for bankruptcy or is adjudicated a bankrupt or if (b) a petition in bankruptcy is filled against either party or if (c) either party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or if (d) either party discontinues it business; then the other party shall have the right to terminate its contract immediately upon written notice.

#### **21. ATTACHMENTS**

The following attachments are herein made a part of these specifications:

ATTACHMENT A: Mowed Area Maps (North Cemetery and Reedy Branch Road Cemetery)

ATTACHMENT B: Mowed Area Map (Hwy 11, Town Right of Ways and Ditches)

ATTACHMENT C: E-Verify Affidavit of Compliance with NC E-Verify Statutes

The Bidder proposes and agrees if this proposal is accepted to contract with the Town of Winterville for the following price (As well as the attached price list broken down by location on page 12)

Annual Price

### Contract Dates: 12 months from the date of the Notice to Proceed with the Town Possessing the option to extend for two (2) additional 12 month periods

The Bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written Notice to Proceed.

The undersigned acknowledges receipt of the following Addenda to the Drawings and/or Specifications.

Addendum No.		Dated 
Submitted this	day of	
Name of Bidder/Corp	ooration/Firm/Individual	
Signature of Officer/I	ndividual – Title	•
Business Address of (	Corp./Firm/Individual	

#### **MOWING AND CEMETERY MAINTENANCE BID FOR SCHEDULED EVENTS**

	Description	Cost per Mowing Event
1	Reedy Branch Road Cemetery	\$
2	North Cemetery (Firetower Rd)	\$
3	Highway 11	\$
4	Town Right of Ways	\$
5	Ditches	\$

TOTAL PEL TEA	ar (based on 15 Events Per Year)	<u> </u>		
PRICE FOR TOWN REQUESTED ADDITIONAL MOWINGS				
		<u> </u>		
Descri	ption	Cost per Mo	wing Event	
1 Reedy	Branch Road Cemetery	\$		
2 North	Cemetery (Firetower Rd)	\$		
3 Highwa	ay 11	\$		
	Right of Ways	\$		
5 Town I	Ditches	\$		
Vendor Nam	e:			
vendor ivam	с.			
Vendor Addr	ess:			
City:		State:	Zip Code:	
Phone Numb	per:C	ell Number:		
Signature:		Da	te:	
BIDDER'S QUALIFICATIONS				
(Per Item #2 in Specifications)				
DIDDEDC NIAN	A/C·			
BIDDERS NAM DATE:	VIC.			
DATE.				

Bidder must demonstrate that he has a successful record of experience in the type of service specified. Otherwise, the proposal may not be considered.

The Invitation for Bids is for a service agreement for cemeteries grass mowing and grounds maintenance. Therefore, list below at least three (3) accounts of comparable size that you are now serving within this general area.

COMPANY	PERSON TO CONTACT	TELEPHONE NUMBER
Company Name		
Address		
City, State, Zip		
BIDDERS NAME: DATE:		

EQUIPMENT	DESCRIPTION	MODEL YEAR

Comp	oany Name			
Addr	ess			
City,	 State, Zip			
		N. 10.1		
STAT	E OF NORTH CAR	OLINA	<u>AFFIDAV</u>	VIT of COMPLIANCE
COUN	NTY OF PITT		with N.C	. E-Verify Statutes
	I,	(her	reinafter the "Affiant"	), duly authorized by and on
behalf	f of		(hereinafter the	"Employer") after being first
duly s	worn deposes and say	s as follows:		
1.	I am thepossess the full auth	nority to speak for and	(President, Manager, on behalf of the Emp	CEO, etc.) of the Employer and loyer identified above.
2.				rify program operated by the encies, or any successor or

	equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.		
3.	Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.		
	Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.		
4.	All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.		
5.	Employer shall keep the Town of Winterville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.		
	Further this affiant sayeth not.		
	This the day of, 20		
STA	Affiant TE OF NORTH CAROLINA		
	NTY OF		
Swor	n to and subscribed before me, this the day of, 20		
——Notai	ry Public [SEAL]		
Му с	ommission expires:		

# CONTRACT TOWN OF WINTERVILLE CEMETERY MOWING AND GROUNDS MAINTENANCE

Inis Agreement, made thisday of	in the year of 2024, by and between
, here	einafter after called the Party of the First Part, and
Town of Winterville, North Carolina hereinafter called	
Witnesseth:	
That the Party of the First Part and the Party of the Se agree as follows:	cond Part for the consideration herein named
1. The Party of the First Part shall furnish and deliver the manner and form as provided by the following en which are attached hereto and made a part thereof as Instructions to Bidders, Accepted Proposal, and Specin	umerated plans, specifications and documents, s if fully contained herein: Invitation for Bids,
2. The Party of the First Part shall commence work to stated in the Notice to Proceed. The Party of the First the schedule herein.	•
3. The Party of the Second Part hereby agrees to pay a performance of this agreement, subject to the prices or proposal, in lawful money of the United States, the	attached hereto as provided in the specifications
Dollars (\$). Payments will be r	nade monthly for the work satisfactorily
performed in the previous month.	

**In Witness Whereof**, the Parties hereto executed this Agreement on the day and date first above written in four counterparts, each of which shall, without proof or accounting for other counterparts, be deemed and original contract.

WITNESS:	
	Corporation/Firm/Individual
	Ву:
	Title of Officer or Individual
WITNESS:	TOWN OF WINTERVILLE
	By:
	Town Manager
This instrument has been pre-audite Budget and Fiscal Control Act.	ed in the manner required by the Local Government
Finance Director	

#### **NOTICE TO PROCEED**

You are hereby notified to commence work in accordance with this agreement for the Town of Winterville Cemeteries Mowing and Grounds Maintenance services.

Town of Winterville	
Ву	_
Title	_
This instrument has been Pre-Audited in the ma Local Government Budget and Fiscal Control Ac	
Town of Winterville Finance Director	 Date
ACCEPTANCE	
Receipt to the above Notice to Proceed is hereb	y acknowledged by day of
2024 by	





