INVITATION FOR INFORMAL BIDS ON

GRASS CUTTING AND DEBRIS ABATEMENT

FOR THE TOWN OF WINTERVILLE, CODE ENFORCEMENT DIVISION

PER SPECIFICATION

INSTRUCTIONS FOR BIDDERS

The person, firm or corporation making a proposal shall submit it, in a sealed envelope, to the Town of Winterville – Code Enforcement Division, 2936 Church St., Winterville, NC 28590, or if by mail to the Town of Winterville, Code Enforcement Division, P.O. Box 1459, Winterville, NC 28590, on or before **March 15, 2017 at 5:00 pm**. This sealed envelope needs to be submitted to the Code Enforcement Officer. The words “Informal Bid for Grass and Debris Abatement” shall appear on the outside of the sealed envelope.

The bidder shall insert all the required responses on the “Bid Proposal” form attached to the “Grass and Debris Abatement Requirements” document. The prices inserted shall be the full cost including all factors whatsoever and to include overhead and material costs. Failure to have all required documentation in the sealed envelope could result in not being considered. Any bids not submitted on the forms provided will not be considered. No bid may be changed or withdrawn after **5:00 pm on March 14, 2017**. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Code Enforcement Officer and the reasons for withdrawal are stated. Bids will be opened and begin to be reviewed on **March 16, 2017 at 3:00 pm**. You are welcomed to be present at this time and date in the Operation Center Conference Room. No awarding bid will be issued until staff has a chance to review all submitted documentation, verified information, and been authorized to do such. The bid award date will be no later than **March 17, 2017**. Bid tabulation sheets will be available to all interested parties after the bid award date. The Town of Winterville Code Enforcement Division reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the Town.

The attached specifications represent the minimum performance characteristics desired in the service to be provided. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis. This is an indefinite quantity agreement. The contractor agrees to provide to the Town the services requested. The Town and contractor agree there is no minimum or maximum of services required under this agreement. Any changes in address, telephone or facsimile or electronic transmission number shall be sent immediately to the Town of Winterville Code Enforcement Officer.

If the bidder/contractor fails to perform the requirements of the purchase order within the time prescribed the work order shall be in default. The Town reserves the right to cancel the work order and issue an order to another bidder/contractor under this agreement. The bidder/ contractor in default will be responsible for any additional cost or expenses incurred by the Town to have completed or performed the work order either not completely satisfactorily or within the prescribed time by default bidder/contractor.

It is expressly understood by the bidders that written notice of award by the Town will constitute an agreement by the Town to consummate the transaction and will serve together with proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted. Each bidder shall affirm that no official or employee of the Town of Winterville is directly or indirectly interested in the proposal for any of personal gain.

The Town 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 because of race, color, religion, gender, national origin or ancestry. A copy of this clause may be obtained at the Town Clerks Office, Town Hall, Winterville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

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

It is expressly understood by the bidder/contractor that the bidder/contractor and any employees of the bidder/contractor are not employees or agents of the Town of Winterville.

The bidder/contractor acknowledges and understands that inclusive in the award and part of the subsequent contract the bidder/contractor agrees to indemnify and hold harmless the Town of Winterville, its managers, directors, council members, officers and employees for any negligence resulting in injury, death or damage to property caused by the bidder/contractor including any of its employees during the performance of this agreement. The bidder/contractor assumes all liability and responsibility for injuries, claims for suits for damages to persons or property of whatsoever kind of character whether real or asserted, occurring during the time the services are being performed and arising out of the negligent performance of same incurred by any employee, agent or contractor of the bidder/contractor in the performance of the terms and conditions of this agreement. Failure to perform any of the duties or assignments within the time period shall result in the assessment of liquidated damages in the amount of fifty (50) dollars per day until the task has been completed and passed inspection.

The Town reserves the right to award this agreement as a single award or it is determined the best interests of the Town as determined solely by the Town, this agreement may be awarded to one or more bidders/contractors for the categories listed in the bid package.

Questions regarding any part of this bid shall be directed to Mike Weldin at 252-215-2419.

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