

Request for Bid (RFB)
Mowing & General Landscaping Maintenance
Water Towers, Reservoirs, Water Plants & Pump Stations
March 6, 2019

1. SUMMARY

1.1. Request for Proposals: The City of Greensboro Water Resources, Water Supply Division is soliciting bids for mowing and general landscaping of various locations including water plants, water towers, reservoirs and pump stations. The mowing & general landscaping maintenance will be awarded to the lowest responsible, responsive bidder.

1.2. Introduction and Background: The City of Greensboro Water Resources, Water Supply Division has (29) sites throughout Greensboro that must be maintained on a weekly basis throughout the year. Duties include but are not limited to mowing, pruning, leaf removal, shrub and tree trimming, aerating, liming, fertilizing and bed maintenance. Some minor planting and pesticide application will be needed.

1.3. Services To Be Provided: Consultant's services will generally consist of the following:

- a. Mowing, weed-eating, pruning, trimming of trees and shrubs at listed Water Supply sites.
- b. Removal of leaves at weekly visit to each site
- c. Aerating, liming, fertilizing and grass seeding once per year, usually in the fall at each site. Cost to successful bidder.
- d. Plant summer annuals around Lake Daniel sign once per year.
- e. Installing long leaf pine needles to all beds; plants, trees, shrubs, flowers once per year at sites with such once per year. Cost to successful bidder.

Location	Monthly Fee	Annual Amount
Lake Daniel Reservoir	\$	\$
421 Valve, 8200 W. Market St	\$	\$
Colfax Booster Station, 1533 E. Mountain St	\$	\$
70 Booster Station, 4501 Burlington Rd	\$	\$
McConnell Booster Station, 3403 McConnell Rd	\$	\$
Randleman Rd C/2 Booster Station, 3354 Randleman Rd	\$	\$



Fleming Rd Mobile C/2 Trailer, Fleming Rd @ Brass Eagle Loop RD, 5805 Brass Eagle Loop Rd	\$	\$
Haw River Pump Station, 7415 Brooks Bridge Rd	\$	\$
Liberty Rd Mobile C/2 Trailer, 3913 Liberty Rd	\$	\$
Winola Water Tank, 111 Winola Ct	\$	\$
Jessup Road Booster Station, 4501 Jessup Grove Rd	\$	\$
Battleground Water Tank, 3110 Forest Lawn Dr	\$	\$
Reservoir, 516 Air Harbor Rd	\$	\$
2210 Jane St.	\$	\$
Regional Water Tank, 801 North Regional Rd	\$	\$
New Garden Rd Booster Station, 1601 New Garden Rd	\$	\$
Muirs Chapel Water Tank, 751 Muirs Chapel Rd	\$	\$
Lees Chapel Water Tank, 1306 Lees Chapel Rd	\$	\$
Gate City Blvd. Water Tank, 4600 High Point Rd	\$	\$
Groometown Water Tank, 3700 Groometown Rd	\$	\$
Gorrell St Water Tank, 401 Gorrell St	\$	\$
Boyd St Water Tank, 607 S. Josephine Boyd St	\$	\$
Lake Brandt Pumping Station, 5966 Lake Brandt Rd	\$	\$
Stoney Creek Station, 6430A Burlington Rd	\$	\$
Knox Road Water Tank, 5919 Burlington Rd	\$	\$
Mitchell Water Plant, 1041 Battleground Ave.		
Lake Townsend Water Plant, 6269 Townsend Rd.		
1324 Seminole Drive		
252 Little Santee Rd.		

2. ENVISIONED SCOPE SERVICES

2.1. Scope of Consultant's Services: The Basic Scope of Consultant's Services, as currently envisioned by the City include the mowing to a minimum height of 3 inches and keeping each site aesthetically pleasing to the public. Each site is to be visited once per week. Contract is for 1 year. Water Supply expects the use of commercial equipment with all working safety equipment attached. Water Supply also requires the following:

- a. A North Carolina Pesticide Operators License/Certificate in Ornamentals and Turf.
- b. Copy of License with verified photo I.D. required with your proposal.
- c. All SDS for pesticides shall be provided for file in Water Supply

3. RFB SUBMITTAL REQUIREMENTS

3.1. This RFB is issued by the City of Greensboro Water Resources Water Supply Division. Any questions concerning this RFB shall be submitted in writing to darrell.hicks@greensboro-nc.gov. The deadline for questions will be March 20, 2019. All questions will answered by Addenda.

3.2. Please submit one original and two copies of your RFB, to the City of Greensboro **no later than 5:00 PM, April 3, 2019** to the attention of:

**Darrell Hicks
City of Greensboro Water Resources Department
1041 Battleground Ave.
Greensboro NC 27408**

Item\Date

- City Issues Notice-To-Proceed On or before May 1, 2019.
- Complete Project On or before June 30, 2020.

3.3. RFB Organization: To facilitate the City's objective review of the RFBs from different Consultants, submitting firms are requested to organize their submittal using a standardized format. Each RFB should contain the following:

- a) **Transmittal Letter:** A transmittal letter prepared on the firm's business stationery must accompany the RFB submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Proposal.

Selected firm(s) will be required to submit a Certificate of Insurance which specifically names the City of Greensboro as additional insured via an additional insured endorsement.

The transmittal letter must include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this RFB.

- b) **Consultant's Description of Scope of Services:** The bid shall include a description in clear and precise terms of the firm's understanding of the scope of work for this project. Include a narrative and description of the proposed effort and the products that will be delivered.

Outline your understanding of this project, scope of services, technical plan and organization. List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation.

The proposal shall list all proposed partnering and/or subcontracting arrangements, including reporting hierarchy, entered into to provide the services requested by the City of Greensboro.

- c) **Key Personnel:** Provide information on key personnel that will comprise the team responsible for completing the project. At a minimum please provide a resume listing the qualifications and experience for each team member and an organization chart representative of the team hierarchy to be utilized within the parent organization or firm. If a sub-consultant will be utilized the chart must show the management approach reporting relationships between the firms.
- d) **Minority/Woman Business Enterprise (M/WBE) Policy:** It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of age, color, biological sex, disability, national origin, race, religion, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace.
- e) **The undersigned Respondent hereby certifies and agrees that the following information is correct:** As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1 of the M/WBE Program Plan. As part of such compliance, the Contractor shall not discriminate on

the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

4. RFB Submittal Evaluation

4.1. Proposal Evaluation: Submitted proposals will be rated based on responsiveness, technical merits and the ability of firm(s) to provide the required scope of services. This information will be used to determine a final rating for each proposal.

A Selection Committee will be utilized to rate each Technical Proposal based on the following criteria:

1. Understanding of the project and scope of services.
2. Experience of the firm in:
 - a. General Landscape Practices
 - b. NC Pesticide Certification
3. Qualifications of personnel/staff.
4. Compliance with the requirements of the RFP.
5. M/WBE Utilization
6. Cost of services rendered

Water Resources Department will choose the proposal which best serve the interests of the Department and City. The City reserves the right to make an award with or without negotiations. Minor irregularities in proposals, which are deemed immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

Rating and Selection Team: The following individuals will comprise the team responsible for reviewing and rating submitted RFB's:

- Darrell Hicks, Maintenance Superintendent
- Patrick Evans, Plant Maintenance Supervisor, Lake Townsend
- David Wells, Plant Maintenance Supervisor, Mitchell

- MWBE Specialist

Selection of Award: Services will be awarded by the City to the lowest responsible, responsive bidder(s) taking into consideration quality and past performance. Bidder must meet all requirements and the minimums listed in the RFB and attached appendices. The city may engage in discussions with any potential Contractor prior to final determination and award.

5. General Provisions

- 5.1. Terms and Conditions of the Contract:** The City will utilize the professional services contract agreement included herein as “Attachment A.”
- 5.2. Modifications and Withdrawals:** Withdrawal of, or modifications to proposals are effective only if written notice thereof is sent to Water Resources prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.
- 5.3. Questions and Inquiries:** Questions and inquiries should be directed in writing to the individual listed on page three. Electronic submission of questions is acceptable. The deadline for questions is March 20, 2019. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.
- 5.4. Proposal Acceptance:** The City of Greensboro reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFB; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the City of Greensboro.
- 5.5. Insurance Requirements:** Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker’s Compensation Insurance at the levels prescribed in the attached professional services contract over the term of the contractual service agreement.
- 5.6. RFP Cancellation:** The City of Greensboro may cancel this RFB, in whole or in part, at any time before the opening of the proposals.
- 5.7. Services Rendered:** All work performed under this Contract shall be in compliance with all applicable North Carolina codes, standards and regulations.
- 5.8. Contract Period:** The contract period will be from date of award through June 30, 2020.

- 6. Schedule for the Selection Process:** The following is the anticipated schedule for the consultant selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues RFP	March 6, 2019
Completed Proposals due to City	April 3, 2019
City review of Proposals and Selection Of Short List of Consultants	April 4, 2019
Interviews with potential Consultants	April 4, 2019
City selects Most Qualified Consultant	On or before April 5, 2019
Complete contract negotiations with selected Contractor	On or before April 8, 2019
Submittal of complete and signed Contract documents by the selected Consultant to the City.	On or before April 8, 2019
City formal approval and signature of Contract	On or before April 22, 2019
Written Notice-To-Proceed (NTP)	On or before May 1, 2019

End of Request for Proposal

Attachment A
CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the __ day of _____, 20__, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and _____ (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described in Attachment A, attached hereto and made a part hereof, the Consultant will provide services to the City of Greensboro.

Relationship

The Parties in this contract agree that the Consultant is a **professional corporation**, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to the following:

1. **XXXX**
2. **XXXX**

3. XXXX

4. XXXX

Compensation

The City agrees to pay the Consultant an amount not to exceed \$_____. The Consultant will be paid as detailed in **Attachment A**, attached hereto and made a part hereof. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete project work within _____ timeframe.

Non-Appropriation Clause

The automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non appropriation occurs the contract shall become void.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Insurance

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the City of Greensboro as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the City.
2. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.
3. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
4. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the

Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance and a copy of the insurance policies for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Conflict of Interest

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

- a. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
- b. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
- c. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1 of the M/WBE Program Plan. As part of such compliance, the Contractor shall not discriminate on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees, against all claims, actions, lawsuits and demands, including

reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of Consultant, its agents or employees, or as a result of work performed pursuant to this Contract.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Non-Assignment

The Consultant without the written approval of the City shall not assign this contract.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Confidentiality

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

E-Verify

Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

Iran Divestment Certification

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.