

**NEW HANOVER COUNTY ABC BOARD**

**INVITATION TO BID**

**GROUNDS MAINTENANCE SERVICES**

Sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Department, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**GROUNDS MAINTENANCE SERVICES**” will be accepted until **2:00 P.M. EST, Monday, January 6, 2014.**

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina, 28403.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

**The ABC Board reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the ABC Board based on price and all other factors considered.**

No bid shall be withdrawn for a period of 120 days after the bid opening.

Released: Friday, December 13, 2013

## INFORMATION TO BIDDERS

### Schedule

Advertisement	<i>Friday, December 13, 2013</i>
Deadline for Questions	<i>Friday, December 20, 2013 at 5:00 p.m.</i>
Deadline for Receipt of Bids	<i>Monday, January 6, 2014 at 2:00 PM</i> NHC Finance Department 230 Government Center Drive, Suite 165 Finance Conference Room 500 Wilmington, NC 28403
Submission for Board Approval	<i>Tuesday, January 21, 2014</i>

### 1. COMPLETION OF BID FORM

Bidders are directed to submit their bid on the bid proposal form contained in this bid package. If an alternate form is used, it must mirror the format used in this bid package. Bidders are instructed to submit the original and one copy. All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Changes or corrections made on the Bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been received and opened.

### 2. AUTHORIZED SIGNATURE

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the services requested. **BIDS NOT SIGNED WILL BE REJECTED.**

**3. QUESTIONS AND CLARIFICATIONS**

After the Bid issue date, all communications between the ABC Board and prospective Bidders regarding this Bid shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806. Questions and responses affecting the scope of the bid will be provided to Bidders by issuance of an Addendum which will be posted to the County's website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>. The addendum will appear under the advertisement on the County's website. **All questions shall be received no later than 5:00 P.M., EST, Friday, December 20, 2013.**

**4. COST OF PREPARATION OF RESPONSE**

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bid are the responsibility of the responding Bidder and will not be reimbursed by the County or the ABC Board.

**5. SUBMISSION OF BID FORM**

Submit one (1) original and one (1) copy of the Bid Form in a sealed envelope properly marked "GROUNDS MAINTENANCE SERVICES" and address it to the County at the following address:

New Hanover County Finance Office  
Attn: Lena Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

**6. TIME FOR OPENING BIDS**

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

**7. RIGHT TO REJECT BIDS**

The ABC Board reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the ABC Board based on price and all other factors considered.

**8. WITHDRAWALS**

No bid shall be withdrawn for a period of 120 days after the bid opening.

**9. SITE VISITS**

To personally inspect the properties and locate boundaries, please notify Lena Butler, Purchasing Supervisor by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com). Requests must be received no later than the deadline for questions which is **Friday, December 20, 2013**. Arrangements will be made for an ABC Board employee to walk the grounds at all or any of the locations requested.

**10. AWARD OF BID**

Contract awards will be made to the lowest responsive responsible bidder or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the Contract.

The Board may award the Contract to more than one bidder by awarding the Contract(s) by properties or groups of properties, or may award the Contract on an All OR NONE basis, whichever is deemed to be in the best interest of the Board.

**11. INSURANCE REQUIREMENTS**

Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section I. Minimum Scope and Limits of Insurance. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

**A. Commercial General Liability**

1. Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed

operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

3. ABC Board, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to ABC Board, its officers, officials, agents, and employees.
4. The status of ABC Board as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to ABC Board.
5. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
6. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of the contractor's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least three (3) years following substantial completion of the work.
7. The contractor's Commercial General Liability insurance shall be primary as respects ABC Board, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by ABC Board, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

#### **B. Herbicide/Pesticide Applicator Coverage**

Contractor shall maintain Herbicide/Pesticide Applicator Coverage with a limit not less than \$1,000,000 each occurrence.

#### **C. Workers' Compensation and Employer's Liability**

1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
3. The insurer shall agree to waive all rights of subrogation against the ABC Board ABC Board, its officers, officials, and employees for losses arising from work performed by the contractor for ABC Board ABC Board.

#### **D. Business Auto Liability**

1. Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

4. The contractor's Business Auto Liability insurance shall be primary as respects ABC Board, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by ABC Board, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

#### **E. Deductibles and Self-Insured Retentions**

1. Any deductibles or self-insured retentions must be declared to and approved by ABC Board. At the option of ABC Board, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABC Board, its officers, officials, agents, and employees; or the contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.
2. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not ABC Board is an insured under the policy.

#### **F. Miscellaneous Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies listed in Section I. shall not affect coverage provided to ABC Board, its officers, officials, and employees.
2. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to Dan Sykes, Chief Executive Officer, New Hanover County ABC Board, 523 S. 17<sup>th</sup> Street, Wilmington, NC 28401.
3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### **G. Acceptability of Insurers**

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by New ABC Board.

#### **H. Evidence of Insurance**

1. The Contractor shall furnish ABC Board with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section I.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to ABC Board with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

## **I. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

## **J. Conditions**

1. The insurance required for this contract must be on forms acceptable ABC Board.
2. Where circumstances warrant, ABC Board may, at its discretion subject to acceptance by the Dan Sykes, Chief Executive Officer accept letters of credit or custodial accounts in lieu of specific insurance requirements.
3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of ABC Board.
4. The contractor shall promptly notify Dan Sykes, Chief Executive Officer at 910-762-7611 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
5. ABC Board reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
6. Failure of ABC Board to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of ABC Board to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
7. By requiring insurance herein, ABC Board does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to ABC Board in this contract.
8. If Contractor fails to maintain the insurance as set forth herein, ABC Board shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
9. The contractor or his engineer may apply to ABC Board for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
10. ABC Board shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by ABC Board.

## **12. INDEMNITY**

Contractor shall indemnify and hold ABC Board, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees, and subcontractors.

**13. EARLY TERMINATION**

The agreement may be terminated by either party for cause, or no cause, with a 60 (sixty) day written notice.

**14. NORMAL TERMINATION**

The agreement will terminate February 28, 2015 unless renewed by both parties.

**15. E-VERIFY**

Pursuant to N.C.G.S 147-33.95(g), the ABC Board shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the Board.

**16. REFERENCES**

Bidders are required to submit a minimum of three (3) references from Bidder's clients to which similar or relevant services were provided during the last three (3) years with their proposal. These references should include: the name of the client, contact person, telephone and e-mail address, and a description of the work performed and the duration of the project. Two (1) of the references shall be from a client for which you no longer provide any services.

**17. MINORITY PARTICIPATION**

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, ABC Board invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

## **SPECIFICATIONS**

### **GROUNDS MAINTENANCE SERVICES**

The New Hanover County Alcoholic Beverage Control Board (ABC Board) will be accepting sealed, written bids from qualified vendors for the purpose of GROUNDS MAINTENANCE SERVICES of properties owned by the ABC Board for a 12-month period (March 1, 2014 – February 28, 2015). The specifications follow:

**Locations:** The ABC Board owns eight properties in New Hanover County that require grounds maintenance services. The street addresses are as follows:

1. 523 S. 17<sup>th</sup> Street, Wilmington, NC and all related land on that block (17<sup>th</sup> and Castle Streets).
2. 2378 Carolina Beach Road, Wilmington, NC.
3. 6730 Wrightsville Avenue, Wilmington, NC.
4. 1020 N. Lake Park Boulevard, Carolina Beach, NC.
5. 3544 S College Road, Wilmington, NC.
6. 5410 Market Street, Wilmington, NC.
7. 6015 Castle Hayne Road, Castle Hayne, NC.
8. 8122 Market Street, Wilmington, NC.

**Grounds Package:**

**Lawns:** Remove trash and debris from lawns before mowing. Maintain weed, insect and disease control as needed; fertilize grass in early spring.

**Walkways and Parking Areas:** Edge walkways and parking lots, blow walkways and parking areas to remove grass/debris.

**Shrubbery/Plant Beds:** Maintain shrubbery and plant beds by applying herbicides and keeping out unwanted weeds. Fertilize shrubbery and plant beds in early spring.

**Trees:** Trim low-lying limbs only.

**Water Retention Areas:** Trim grass/weeds around edges.

**General:** Haul away debris/litter as needed. All fertilizer and/or chemicals are to be applied by a licensed person.

**Service Schedule (Expected):**

March & April – service bi-weekly

May – October – service weekly

November through February – service bi-weekly

\*\*\* A total of 38 services annually \*\*\*

All properties to be serviced in one day and on the same day of the week; if rained-out, services are expected on the following day.

**Additional Services:** If additional services or goods are required during the contract period, the services/goods and related prices are to be agreed upon and approved by the ABC Board Management prior to the service/materials being provided.

**BID FORM**

**GROUNDS MAINTENANCE SERVICES**

*(The Deadline for Receipt of Bids: Monday, January 6, 2014 at 2:00 PM, New Hanover County Finance Office – Conference Room)*

**GROUNDS SERVICES FOR THE PROPERTIES LISTED IN THE REQUEST:**

<b>ITEM</b>	<b>ADDRESS</b>	<b>MONTHLY COST</b>
<b>1</b>	523 S. 17 <sup>th</sup> Street, Wilmington, NC and all related land on that block (17 <sup>th</sup> and Castle Streets)	
<b>2</b>	2378 Carolina Beach Road, Wilmington, NC	
<b>3</b>	6730 Wrightsville Avenue, Wilmington, NC.	
<b>4</b>	1020 N. Lake Park Boulevard, Carolina Beach, NC.	
<b>5</b>	3544 S College Road, Wilmington, NC.	
<b>6</b>	5410 Market Street, Wilmington, NC.	
<b>7</b>	6015 Castle Hayne Road, Castle Hayne, NC.	
<b>8</b>	8122 Market Street, Wilmington, NC.	
	TOTAL BID	\$

Federal and State Tax Identification Numbers: **Federal:** \_\_\_\_\_ **State of NC:** \_\_\_\_\_

I, (We) certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment and is in all respects fair and without collusion or fraud. I, (We) understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I, (We) agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I further certify that the proposed services meet or exceed the minimum specifications as listed in this bid package.

\_\_\_\_\_  
Signature Printed Name/Title

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

## **Attachments to Proposal**

1. Proof of insurance (to include):
  - a. Vehicles
  - b. Liability
  - c. Workers Compensation
2. Affidavit of Compliance with North Carolina E-Verify Statutes.
3. Any exceptions to the services requested must be specifically identified.

STATE OF NORTH CAROLINA

**AFFIDAVIT of COMPLIANCE**

COUNTY OF \_\_\_\_\_

**with N.C. E-Verify Statutes**

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of \_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.
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 New Hanover County ABC Board 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\_\_\_\_.

\_\_\_\_\_  
Affiant

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[SEAL]  
Notary Public

My commission expires: \_\_\_\_\_