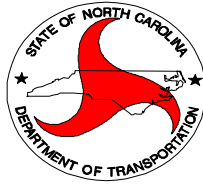


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 2 DISTRICT 1

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBER: WBS # 2.100711

ROUTE: Primary: US 264 in Washington COUNTY: Beaufort

DESCRIPTION: Complete Grounds Maintenance of NCDOT District Office

**BID OPENING: May 20, 2009 at 10:00 AM at the District Office at 1701 W.
Fifth Street, Washington, N.C**

NAME OF BIDDER

ADDRESS OF BIDDER

**RETURN BIDS TO: Mr. Woody Jarvis
NCDOT District 1 Office
1701 W. Fifth Street
Washington, N.C. 27889**

CONTENTS

Instructions to Bidders	3
--------------------------------	----------

Standard Provisions

General	4
Prequalifying To Bid	4
Contract Time and Liquidated Damages	5
Authority of the Engineer	5
Prosecution and Progress	5
Subletting of Contract	5
Liability Insurance	6
Scope of Work	6
Notification of Operation	6
Safety and Accident Protection	7
Traffic Control and Work Zone Safety	7
Supervision by Contractor	7
Default of Contract	8
Temporary Suspension of Work	8

Special Provisions

Basis of Payment	9
Cooperation with State Forces	9
Extension of Contract	9
Mowing Schedule	10
Litter Removal	10
Lawn Maintenance	10
Edging/Trimming	11
Pesticides	11
Plantings	12
Mulching	12
Small Business Enterprise Program	13

Form W-9	14
Small Business Enterprise Contractor's Self-Certification	15
Division Contract Bid Form	19
NON-COLLUSION AFFIDAVIT	20

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. Unit prices shall be limited to two (2) decimal places.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if required)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT District 1 Office, 1701 W. Fifth Street Washington, N.C. 27889 BY 10:00 AM ON May 20th, 2009.

11. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: Mr. Woody Jarvis
QUOTATION FOR: Complete Grounds Maintenance of NCDOT District Office
TO BE OPENED AT BY 10:00 AM ON May 20th, 2009.**

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**NC DEPARTMENT OF TRANSPORTATION
ATTN: Woody Jarvis
1701 W. Fifth Street
Washington, N.C. 27889**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2006. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT

Standard Provisions

GENERAL

This contract is for Complete Grounds Maintenance of NCDOT District Office. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

This is a Small Business Enterprise (SBE) Program project, and as such, it is restricted to businesses grossing less than \$1,500,000, excluding materials, during the previous calendar year. Contractors must be certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed as such in the Directory of Transportation Firms at the time of bid opening. The Department's normal bonding requirements are waived for SBE projects.

Bid quantities are for bid purposes only. Actual quantities may be more or less than specified.

PREQUALIFYING TO BID

In order to bid on this contract, all prospective bidders **must attend the Pre-Bid Conference** to be held at the Washington District Office, 1701 W. Fifth St. Washington, NC. This meeting will **begin promptly at 10:00 A.M on May 12, 2009**. Prospective bidders arriving after the 10:00 a.m. starting time will not be allowed to bid. This conference will be conducted by Department personnel for the purpose of providing additional informational about the project and to give all bidders an opportunity to ask any questions. Only bids received from the Bidders who have attended and properly registered at the Pre-Bid Conference will be considered. No questions concerning the project will be answered by the Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference with the following;

1. The individual signs his/her name on the official roster at the beginning and at the end of the pre-bid conference;
2. The individual writes in the name and address of the company he/she represents;
3. **Only one company is shown as being represented by the individual attending.**

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is June 1, 2009. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is DECEMBER 31, 2009. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

Liquidated damages for this contract are One Hundred (\$100.00) Dollars per calendar day. Liquidated damages are chargeable due to failure to begin and complete work within the time specified in Prosecution and Progress (Pg. 6).

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 2, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of maintenance as may be required to complete the work described in the contract in a timely manner and in accordance with Section 108 of the Standard Specifications.

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the prescribed work until completion and acceptance of the work at that location. The Contractor will not be permitted to suspend their operation except for reasons beyond their control or where the Engineer has authorized a suspension of the Contractor's operations in writing.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and Legal State holidays. The Engineer must approve Saturday work. Work shall only be performed when weather and visibility conditions allow safe operations.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

SCOPE OF WORK

The Scope of work in this project consists of complete landscaping maintenance of the grounds encompassing the Washington District Office. Mowing shall be done on a bi-weekly basis or as needed during the mowing season. Edging and weed eating shall be preformed each mowing. Remove all trimmings and debris from sidewalks, parking areas, ornamental plant beds at each mowing. All impervious areas shall be trash and debris free upon completion of each mowing. All plant beds shall be kept free of weeds year round. Herbicides may be used by licensed operators. Herbicides may be used on the turf grass on an as needed basis. Prior approval for such applications is mandatory. Payments for such services are not a part of this contract. All plant beds shall be mulched with double shredded hardwood mulch once per year or as directed by the Engineer. Ornamental plantings shall be kept in neat appearance and trimmed or pruned by accepted horticultural practices as needed or directed by the Engineer.

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and

excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

WORKER'S COMPENSATION INSURANCE:

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

SAFETY AND ACCIDENT PROTECTION

In accordance with article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards safety devices, and protective equipment, and shall take any other needed actions on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, shirt or jacket which meets the color requirements of the current Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one English speaking employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent English speaking individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part. Any written orders for such periods as he may deem necessary for any of the following reasons:

1. Conditions considered unfavorable for the suitable prosecution of work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

SPECIAL PROVISIONS

BASIS OF PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. Payment shall be made after successful completion of the work as verified by the Division Two Engineer or his representative. Request for payment shall be made by Contractor's Invoice submitted to:

North Carolina Department of Transportation
Attention: Woody Jarvis
1701 W. Fifth St.
Washington, NC 27889

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

EXTENSION OF CONTRACT

At the option of the contracting agency, North Carolina Department of Transportation (NCDOT) and upon notification, this contract may be extended for two (2) additional periods. The bid price will be increased for each one year extension by three (3) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented.

A letter of renewal shall be sent by NCDOT to the contracting agency by November 1 each year. The contracting agency will accept or reject and return by November 15 to NCDOT Roadside Environmental, P.O. Box 1587, Greenville, 27835 Mr. Woody Jarvis, NCDOT District 1 Office, 1701 W. Fifth Street, Washington N.C, 27889. In the event a response is not received NCDOT will assume rejection by the Contractor.

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SPIG140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

COOPERATION WITH STATE FORCES

The NCDOT reserves the right at any time for State Forces to perform other or additional work on or near the work covered by the contract.

When State Forces perform work near where contract work is being performed the Contract Forces shall conduct their work so as not to interfere with work being performed by State Forces and vice versa.

The Contractor shall conduct their operations in such a manner as to avoid damaging any work being performed by State Forces or which State Forces have completed.

MOWING SCHEDULE

Mowing will be performed (Apr.-Oct.) when needed or as directed by the Engineer. In general terms, the grounds are expected to be mowed every other week or as needed to keep a respectable appearance. Mowing height shall be (1-2") one-two inches. Equipment used shall be the proper size and type and shall have all safety features operational. Compensation will be paid as per line item bid per lump sum.

The Contractors attention is directed to the fact that this property is a government building with high public traffic. Therefore it is **mandatory all operations including but not limited to mowing, edging, blowing and herbicide applications be performed and completed during non-business hours** to minimize potential harm of the public or their personal property. Business hours for this contract are defined as Monday thru Friday between the hours of 8:00am and 5:00 pm.

LITTER REMOVAL

The Contractor will remove and properly dispose of all trash and litter from the proposed mowing areas, as well as trash and litter in mulched beds and tree rings, prior to each mowing cycle. Litter removal in non-mowing months will be approximately bi-weekly or at the direction of the Engineer. Contractor is to provide trash bags. Dispose of litter at an approved site or landfill. No stockpiling of trash bags will be permitted on the property. Compensation will be paid as per line item bid per lump sum.

LAWN MAINTENANCE

Growing Season: For the purpose of this contract the growing season is defined to be March 1st through November 15th.

Mowing Cycle: For the purpose of this contract a mowing cycle shall consist of mowing, trimming, edging, and cleanup as a result of these operations.

Debris or trash in lawn shall be removed prior to mowing of turf grass.

One mowing cycle shall be performed bi-weekly during the growing season, and as needed, or as directed by the Engineer throughout the remainder of the year in order to maintain a clean, neat appearance. It is intended that the work of mowing will be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of turf grass will not be considered acceptable. The height of the mowing cut will be

dependent upon the type of turf grass that is present and will be approved by the Engineer. Special attention shall be given by the Contractor to avoid "scalping" of any areas of turf grass.

All mowing equipment shall have deflector shields or bag attachments in place at all times. Excess clippings shall be removed from turf areas, sidewalks, drives, etc., and blown off building sides, glass surfaces, structures or other fixed objects after each mowing. Proper warning signs should be placed when working in areas adjacent to pedestrian traffic or vehicles.

All elements of a mowing cycle shall be COMPLETED WITHIN A 24-HOUR PERIOD. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist. Mowing shall not be done on Sundays or holidays unless approved in advance by the Engineer.

Note: Failure to mow once bi-weekly during the growing season, as needed throughout the year or as directed by the Engineer shall result in unsatisfactory performance. Not mowing within a 24 hour period will result in immediate documentation of reduction in compensation.

All fertilization of turf grass will be performed by the Contractor on a bi-annual basis or as directed by the Engineer. Fertilizer will be of an NCDOT approved type and design mix for the turf grass on which it is being used. The Engineer will decide all questions as to rate and type used.

EDGING/TRIMMING

All curbs, sidewalks, concrete pads, etc., shall be edged each mowing cycle during the growing season or as directed by the Engineer, in order to maintain a clean neat appearance.

All bed lines shall be kept edged in a clean and neat manner throughout the year.

Trimming around trees, shrubs, signs, poles, & any other structures shall be performed during each mowing cycle as necessary. Care should be taken to protect the trunks and stems of all plants and sign posts or poles.

PESTICIDE USAGE

Spraying of pesticides for weed, insect or fungus control will be required by the Contractor.

Note: Any pesticide usage on the site shall be by or under the direct supervision of a valid licensed commercial ground applicator (currently licensed by the N. C. Department of Agriculture), with a Right of Way (H) and Ornamental and Turf (L) sub-classification. The person(s) name and a copy of their current license(s) shall be give to the Engineer a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, and timing of application shall be used in accordance with the label and shall have been approved by the Engineer a minimum of 48 hours prior to their use. The Engineer shall be given a minimum of 48 hours prior notification and shall be given the opportunity to be present for all applications.

If any pre-emergence pesticides are used, this application shall be completed by March 15 of each year.

Drainage ditches on the site must be maintained to an acceptable appearance, i.e. excessive weed growth will not be allowed.

The Contractor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

Note: Application of pesticide on the site by an applicator not licensed as specified above, or without direct supervision of a licensed applicator as specified above, use of a product without prior approval, or use of a product inconsistent with the label, will result in immediate documentation of reduction in compensation.

PLANTINGS

Beds shall be kept free of weeds at all times.

All fertilization of plantings will be performed by the Contractor.

Dead and or diseased shrubs, trees, and flowers are to be removed and replaced by the Contractor when directed by NCDOT. The replacement planting shall require higher maintenance (weeding, watering, and fertilization) than the established planting. The amount of watering and fertilization needed is to be determined by the Engineer. The replacement plants will be provided by DOT with Contractor providing labor for installation and maintenance.

NOTE: Large, mature trees will be removed by others.

Pruning shall be performed by the Contractor directed otherwise by the Engineer. The Contractor is reminded that a safe area is of utmost importance to NCDOT. Thereby any dead or diseased limbs may be pruned by the Contractor, without prior notification of the Engineer to insure the safety and pleasing appearance to the traveling public.

All plantings shall be monitored for the infestation of insects or appearance of diseases. Notify NCDOT immediately upon discovery. The Contractor is responsible for treatment with approved herbicides as directed in prior sections.

Mulching

The Contractor will furnish hardwood bark mulch. The Contractor shall be required to place the mulch prior to start of the yearly mowing activities according to the following specifications.

1. The Contractor shall place the mulch around all individual landscape plants and bedded shrub areas within the rest area site as directed by the Engineer.
2. Mulch shall be placed to ensure a uniform 3-inch depth covering the entire mulched area. The diameter of the mulch ring for individual ornamental type plants shall be: The same as existing, or 3' for plants less than ten feet (10') tall, 4' for plants less than fifteen feet (15') tall, and 5' for plants greater than fifteen feet (15') tall.

- Mulch shall not be placed against the tree trunk so as to avoid insect damage to the trunk.
Mulch shall not be placed against buildings so as to avoid insect damage to wooden exteriors.

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT's Small Business enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this program, but you must have had an annual gross income of \$1.5 million or less for the previous calendar year.

Under the provisions of this Program, a NC General Contractor's License is not required nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.

This is a Small Business Enterprise Program project, and as such, it is restricted to businesses grossing less than \$1,500,000 during the previous calendar year (5% tolerance). The Department's normal bonding requirements are waived. *THE ATTACHED SELF-CERTIFICATION FORM MUST BE EXECUTED, SUBMITTED, AND APPROVED PRIOR TO BID OPENING, OR THE BID WILL NOT BE ACCEPTED. PLEASE SUBMIT THE ENCLOSED FORM AND W-9 TO CONTRACTUAL SERVICES IN RALEIGH. THE ADDRESS IS ON THE FORM. YOUR APPROVAL LETTER FROM CONTRACTUAL SERVICES MUST BE INCLUDED WITH YOUR PROPOSAL OR YOUR BID WILL BE REJECTED.*

BIDS:

In accordance with GS 136-28.10, if the total bid amount of the contract exceeds \$500,000.00, the bid will not be considered for award.

MISCELLANEOUS:

All work functions and activities required for the completion of this project will be paid for under the line item of "COMPLETE LANDSCAPE MAINTENANCE OF DISTRICT OFFICE". Examples of incidental functions include (but are not limited to): Mobilization, Traffic Control, and Hauling.

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: [] INDIVIDUAL (use Social Security No.) [] SOLE PROPRIETER (use SS No. or Fed ID No.)
[] CORPORATION (use Federal ID No.) [] PARTNERSHIP (use Federal ID No.)
[] ESTATE/TRUST (use Federal ID no.) [] STATE OR LOCAL GOVT. (use Federal ID No.)
[] OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ (Social Security #)
OR
FED.EMPLOYER IDENTIFICATION NO. _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:
REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.
What is your firm's ethnicity? ([] Prefer Not To Answer, [] African American, [] Native American, [] Caucasian American, [] Asian American, [] Hispanic American, [] Asian-Indian American, [] Other: _____)
What is your firm's gender? ([] Prefer Not to Answer, [] Male, [] Female) Disabled-Owned Business? ([] Prefer Not to Answer, [] Yes, [] No)

IRS Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

NAME (Print or Type) _____ TITLE (Print or Type) _____
SIGNATURE _____ DATE _____ PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

State of North Carolina
Department of Transportation



**Small Business Enterprise
Contractor's Self Certification**

(5/07)

Send completed form to:

Contractual Services Unit
ATTN: SBE
1509 Mail Service Center
Raleigh, NC 27699-1509

Page 1 of 3

(Name of Business)

(Owner's Name - First Middle Last)(Title)

(Street address) (City) (State) (Zip)

(Mailing address if different from the Street Address) (City) (State) (Zip)

(Business Telephone) (Fax Number) (Cell Phone Number)

(Email Address)

(FEDERAL TAX I.D. NUMBER /)
(SOCIAL SECURITY NUMBER)

A Business with an annual gross income over \$1.5 million (exclusive of materials) is not eligible to participate in the North Carolina Department of Transportation (NCDOT) Small Business Enterprise (SBE) Program.

I hereby certify that the Business listed above meets the criteria for the NCDOT Small Business Enterprise Program. Insurance as required by NCDOT shall be in the name of the Business and certificate of insurance shall be attached to the contract proposal as required. The above Business shall have its own financial resources. Information submitted may be subject to verification by NCDOT. False statements could result in all applicable civil and criminal penalties being imposed, including but not limited to the above firm being barred from doing business with NCDOT.

The Business shall comply with all terms and conditions of any contract awarded. The contract consists of, but is not necessarily limited to the proposal or "bid" submitted, the plans for the project, the specifications for the project and any supplemental agreements entered into.

NOTE - AFFIDAVIT MUST BE NOTARIZED

COUNTY OF _____

I _____, A Notary Public for said County, do hereby certify that
_____ personally appeared before me this day and acknowledged the due execution
of the foregoing instrument. Witness my hand and official seal, this ____ day of _____ 20____.

(Owner's Signature)

} Seal: _____
(Notary Public)

(Title)

My commission expires _____ 20____.

ALL FORMS MUST BE COMPLETED FOR THIS APPLICATION TO BE PROCESSED

**State of North Carolina
Department of Transportation**



**Small Business Enterprise
Contractor's Self Certification**

Send completed form to:

Contractual Services Unit
ATTN: SBE
1509 Mail Service Center
Raleigh, NC 27699-1509

Name of Business _____

Contractor's License No. (if available): _____

<p>Indicate the type of work your firm is interested in bidding on:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Asphalt Concrete Plant Mix Paving <input type="checkbox"/> Asphalt surface treatment <input type="checkbox"/> Brick masonry construction <input type="checkbox"/> Building removal and demolition <input type="checkbox"/> Cement treatment base course <input type="checkbox"/> Clearing <input type="checkbox"/> Grubbing <input type="checkbox"/> Concrete barrier <input type="checkbox"/> Concrete curb and gutter etc. <input type="checkbox"/> Concrete Pavement <input type="checkbox"/> Concrete Structure (bridges and box culverts) <input type="checkbox"/> Construction Surveying <input type="checkbox"/> Fence <input type="checkbox"/> Guardrail <input type="checkbox"/> Hauling asphalt <input type="checkbox"/> Hauling Gravel <input type="checkbox"/> Incidental concrete Construction <input type="checkbox"/> Landscape planting 	<ul style="list-style-type: none"> <input type="checkbox"/> Lime Treated Soils <input type="checkbox"/> Milling Asphalt Pavement <input type="checkbox"/> Painting Steel Structure <input type="checkbox"/> Pavement Marking <input type="checkbox"/> Permanent Signing <input type="checkbox"/> Pipe Culverts <input type="checkbox"/> Reinforcing Steel <input type="checkbox"/> Roadway Excavation <input type="checkbox"/> Sanitary Sewer installation <input type="checkbox"/> Seeding and mulching <input type="checkbox"/> Sign lighting systems <input type="checkbox"/> Signal traffic management system <input type="checkbox"/> Silt fence <input type="checkbox"/> Surface drainage <input type="checkbox"/> Vessel construction <input type="checkbox"/> Vessel repair <input type="checkbox"/> Waterline installation <input type="checkbox"/> Work Zone Signing <input type="checkbox"/> _____ <input type="checkbox"/> _____
--	---	--

The following information is collected for reporting purposes

<p>Please indicate gender of firm owner:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Male <input type="checkbox"/> Female 	<p>Please indicate ethnicity of firm owner:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asian/Pacific American <input type="checkbox"/> African American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcontinent Asian American 	<p>Please check all certifications that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> DBE (state _____) <input type="checkbox"/> MBE <input type="checkbox"/> WBE
---	---	--

State of North Carolina Department of Transportation
Small Business Enterprise Contractor's Self Certification

Please check the Divisions or Counties in which you are seeking work			
Division	District 1	District 2	District 3
<input type="checkbox"/> One	<input type="checkbox"/> Camden <input type="checkbox"/> Currituck <input type="checkbox"/> Dare <input type="checkbox"/> Gates <input type="checkbox"/> Pasquotank <input type="checkbox"/> Perquimans	<input type="checkbox"/> Bertie <input type="checkbox"/> Hertford <input type="checkbox"/> Northampton	<input type="checkbox"/> Chowan <input type="checkbox"/> Hyde <input type="checkbox"/> Martin <input type="checkbox"/> Tyrrell <input type="checkbox"/> Washington
<input type="checkbox"/> Two	<input type="checkbox"/> Beaufort <input type="checkbox"/> Pitt	<input type="checkbox"/> Carteret <input type="checkbox"/> Craven <input type="checkbox"/> Pamlico	<input type="checkbox"/> Greene <input type="checkbox"/> Jones <input type="checkbox"/> Lenoir
<input type="checkbox"/> Three	<input type="checkbox"/> Onslow <input type="checkbox"/> Pender	<input type="checkbox"/> Duplin <input type="checkbox"/> Sampson	<input type="checkbox"/> Brunswick <input type="checkbox"/> New Hanover
<input type="checkbox"/> Four	<input type="checkbox"/> Edgecombe <input type="checkbox"/> Halifax	<input type="checkbox"/> Nash <input type="checkbox"/> Wilson	<input type="checkbox"/> Johnston <input type="checkbox"/> Wayne
<input type="checkbox"/> Five	<input type="checkbox"/> Wake	<input type="checkbox"/> Durham <input type="checkbox"/> Granville <input type="checkbox"/> Person	<input type="checkbox"/> Franklin <input type="checkbox"/> Vance <input type="checkbox"/> Warren
<input type="checkbox"/> Six	<input type="checkbox"/> Robeson	<input type="checkbox"/> Cumberland <input type="checkbox"/> Harnett	<input type="checkbox"/> Bladen <input type="checkbox"/> Columbus
<input type="checkbox"/> Seven	<input type="checkbox"/> Alamance <input type="checkbox"/> Orange	<input type="checkbox"/> Guilford	<input type="checkbox"/> Caswell <input type="checkbox"/> Rockingham
<input type="checkbox"/> Eight	<input type="checkbox"/> Chatham <input type="checkbox"/> Randolph	<input type="checkbox"/> Hoke <input type="checkbox"/> Lee <input type="checkbox"/> Moore	<input type="checkbox"/> Montgomery <input type="checkbox"/> Richmond <input type="checkbox"/> Scotland
<input type="checkbox"/> Nine	<input type="checkbox"/> Davidson <input type="checkbox"/> Rowan	<input type="checkbox"/> Davie <input type="checkbox"/> Forsyth <input type="checkbox"/> Stokes	
<input type="checkbox"/> Ten	<input type="checkbox"/> Cabarrus <input type="checkbox"/> Stanly	<input type="checkbox"/> Mecklenburg	<input type="checkbox"/> Anson <input type="checkbox"/> Union
<input type="checkbox"/> Eleven	<input type="checkbox"/> Alleghany <input type="checkbox"/> Surry <input type="checkbox"/> Yadkin	<input type="checkbox"/> Avery <input type="checkbox"/> Caldwell <input type="checkbox"/> Watauga	<input type="checkbox"/> Ashe <input type="checkbox"/> Wilkes
<input type="checkbox"/> Twelve	<input type="checkbox"/> Cleveland <input type="checkbox"/> Gaston	<input type="checkbox"/> Alexander <input type="checkbox"/> Iredell	<input type="checkbox"/> Catawba <input type="checkbox"/> Lincoln
<input type="checkbox"/> Thirteen	<input type="checkbox"/> Burke <input type="checkbox"/> McDowell <input type="checkbox"/> Mitchell <input type="checkbox"/> Rutherford	<input type="checkbox"/> Buncombe <input type="checkbox"/> Madison <input type="checkbox"/> Yancey	
<input type="checkbox"/> Fourteen	<input type="checkbox"/> Henderson <input type="checkbox"/> Polk <input type="checkbox"/> Transylvania	<input type="checkbox"/> Haywood <input type="checkbox"/> Jackson <input type="checkbox"/> Swain	<input type="checkbox"/> Cherokee <input type="checkbox"/> Clay <input type="checkbox"/> Graham <input type="checkbox"/> Macon

ALL FORMS MUST BE COMPLETED FOR THIS APPLICATION TO BE PROCESSED

North Carolina Department of Transportation
DIVISION CONTRACT BID FORM
SMALL BUSINESS ENTERPRISE

Work Order Number: 2.100711
 Complete Grounds Maintenance of NCDOT District Office

ITEM	DESCRIPTION	QTY	UNIT	Unit Price	AMOUNT BID
1	COMPLETE LANDSCAPE MAINTENANCE OF DISTRICT OFFICE	7	Months		
2	MULCH APPLICATION	2	Each		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by _____ *(date)*

Accepted by NCDOT _____ *Division Engineer* _____ *(date)*

NON-COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the _____
day of _____, 20__.

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County

State of _____

My Commission Expires _____