



**CITY OF ROCKY MOUNT  
PARKS AND RECREATION**

**Request for Quote #: 320- 221220RP**

**Battle Park Vegetation Management**

**Date of Issue: December 30, 2020**

**Quote Due Date: January 13, 2021, 4:00 P.M.**

**Direct all inquiries concerning this RFQ to:**

Ramona Plemmer

Senior Purchasing Technician

Email: [Ramona.Plemmer@rockymountnc.gov](mailto:Ramona.Plemmer@rockymountnc.gov)

Phone: 252-972-1226



**ROCKY MOUNT**  
FINANCE  
THE CENTER OF IT ALL

## **Request for Quote # 320-221220RP**

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For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**

\_\_\_\_\_

Federal ID Number or Social Security Number

\_\_\_\_\_

Vendor Name



## City of Rocky Mount Parks & Recreation

Refer **ALL** Inquiries regarding this RFQ to:  
**Ramona Plemmer**  
**Purchasing Technician**

Request for Quote # 320-221220RP

**Quotes will be due: 1/13/2021**

**Contract Type: Services**

### **EXECUTION**

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or City department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted.**

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of quote opening, unless otherwise stated here: \_\_\_\_\_ days.

### **ACCEPTANCE OF QUOTE**

If any or all parts of this quote are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR CITY USE ONLY:** Offer accept and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ as indicated on the attached certification, by \_\_\_\_\_

**(Authorized Representative of City of Rocky Mount)**

**PRE-AUDIT:** This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

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## 1.0 PURPOSE AND BACKGROUND

The City of Rocky Mount Parks and Recreation Department is seeking a contractor to provide labor, supervision and tools for the Vegetation Management of approximately 11 acres in Battle Park. **Contractor must have a current NC Landscape Contractor License and a current NC Pesticide Applicator's License.**

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. Vendor may attach its quote to this RFQ for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor's quote shall be disregarded and shall not be considered a part of any contract arising from this RFQ. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's quote invalid, and it shall not be considered.

### 2.2 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the Cities' terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.4. QUESTIONS ABOUT QUOTE. If the City determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The City may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's quote. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. *Vendor's quote shall constitute a firm offer.* **By execution and delivery of a quote in response to this RFQ, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's quote as nonresponsive. Any quote that contains language that indicates the quote is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

Contact with anyone working for or with the City regarding this RFQ other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFQ or in the manner specified by this RFQ shall constitute grounds for rejection of said Vendor's offer, at the Cities election.

### 2.3 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The City will make every effort to adhere to this schedule.

Action	Responsibility	Date/Time
Issue Date		Wednesday 12/30/2020
Pre-Bid/Site Visit		Tuesday 1/5/2021, 10:00 A.M.
Submit Written Questions	Vendors	Wednesday 1/6/2021
Provide Response to Questions/Addendum	City	Thursday 1/7/2021
Submit Bids	Vendors	Wednesday 1/13/2021, 4:00 P.M.
Award Contract	City	TBD
Tentative Contract Start Date	Vendors	February 1, 2021

**Urged and Cautioned Site Visit**

Instructions: Vendor representatives are URGED and CAUTIONED to attend the scheduled event and apprise themselves of the conditions and requirements that will affect the performance of the work called for by this Request for Quote. A non-mandatory site visit is scheduled for 10:00 a.m. Eastern Time at Battle Park Lane, Boat Ramp Parking Lot, Rocky Mount, NC 27802. Submission of a bid shall constitute conclusive evidence of Vendor’s understanding of the purpose and significance of this event, and no allowance will be made for unreported conditions that a prudent Vendor would recognize as affecting the performance of the work called for in this bid. This conference is the only occasion on which this information shall be made available. Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered as a part of this bid.

**2.4 QUESTIONS ABOUT QUOTE**

**Purpose:** Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the above due date.

**Instructions:** Written questions shall be emailed to [Ramona.Plemmer@rockymountnc.gov](mailto:Ramona.Plemmer@rockymountnc.gov) by the date and time specified above. Vendors should enter “RFQ # \_\_\_\_\_ – Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
RFQ Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the City ’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum, available on the City of Rocky Mount Purchasing webpage <https://rockymountnc.gov/bids>, and/or the North Carolina’s Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this RFQ. The dated noted in the RFQ schedule for the City to provide responses to questions also serves as the addendum deadline. If you do not receive a courtesy email notification regarding the addendum by that date do check the City of Rocky Mount Purchasing webpage.

**2.5 MAILING INSTRUCTIONS**

**Instructions:** Quotes, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

MAILING ADDRESS FOR DELIVERY OF QUOTE VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
<p>QUOTE NUMBER: 320-221220RP                      Attn: Ramona Plemmer                      Address: PO BOX 1180                      Rocky Mount, NC 27802</p>	<p>QUOTE NUMBER: 320-221220RP                      Attn: Ramona Plemmer                      Address: 331 S. Franklin Street                      Rocky Mount, NC 27802</p>

Vendors shall deliver **one (1) signed original executed quote** to the address identified in the table in this Section. Address package and insert quote number as shown in the table above.

Quote number shall be marked on the outside of the **sealed envelope** with the Vendor's name and date and time of opening.

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the signed quote physically in this Office by the specified time and date quotes are due, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the City's Mail Service Center. Vendors are cautioned that quotes sent via U.S. Mail, including Express Mail, may not be delivered to the purchasing office on the due date in time to meet the quote deadline. All Vendors are urged to take the possibility of delay into account when submitting a quote.

If quote is hand delivered, please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

## 2.6 QUOTE CONTENTS

Vendor shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor Responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the RFQ, and signed receipt pages of any addenda released in conjunction with this RFQ. (page 3)
- b) Completed version of ATTACHMENT A: PRICING FORM (page 13)
- c) ATTACHMENT B: INSTRUCTIONS TO BIDDERS (page 14)
- d) ATTACHMENT C: ACCEPTANCE OF TERMS AND CONDITIONS (page 15)
- e) ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION (page 16)
- f) ATTACHMENT E: NC LICENSE (page 17)

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City Department that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the *City of Rocky Mount Purchasing Office* who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City of Rocky Mount and who will administer the contract for the City.
- c) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their quote, but no amount or charge not included as part of the total quote price will be paid.
- d) **LOT:** A grouping of similar products within this RFQ.
- e) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- f) **RFQ:** Request for Quote.
- g) **VENDOR:** Supplier, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Quote.

## 3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-129, 143-131 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

The City may obtain quotes from one or more potential Vendors. All quotes will be evaluated, and award will be based on lowest responsive and responsible quote meeting specifications.

### 3.2 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function and performance. The City reserves the right to reject any quote on the basis of fit, form and function as well as cost.
- b) The City shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The City reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the City will review and assess the Vendors' pricing. The City may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the City is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the City.

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and the City reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the City .

**CONFIDENTIALITY DURING PROCESS:** During the evaluation period and prior to award, all information concerning the quote and evaluation is confidential, and possession of the quotes and accompanying information is limited to personnel of the issuing department and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the quote) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the City .

### 3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Quote serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Quote shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Quote. Except as specifically stated herein, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a quote in its entirety.



## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFQ. If Vendor is unclear or has any question about the specifications, requirements and terms and conditions herein, it is urged and cautioned to contact the issuing department Contract Lead as specified in this RFQ.

### 4.1 PRICING

Quote price shall constitute the total cost to Buyer for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this Quote. Complete ATTACHMENT A: PRICING FORM and include with Quote.

### 4.2 INVOICES

Vendor shall invoice the City of Rocky Mount Accounting Department. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

### 4.3 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME & CONTACT NAME	PROJECT ADDRESS	TELEPHONE NUMBER	EMAIL

## 5.0 SCOPE OF WORK

### 5.1 GENERAL SPECIFICATIONS

The contractor will provide labor, supervision and tools for vegetation management of approximately 11 acres in Battle Park south of the greenway and within 50’ of either top of bank of Goose Branch. Specifications for each area and zone is listed below and depicted on attached map. Areas are segmented by similar condition found onsite in order to assist with discussion of the project, as well as bidding and invoicing. All work is to be completed by hand or with hand operated power tools. Work is to comply with NCDEQ regulations 15A NCAC 02B.0734 Tar-Pamlico River Basin Buffer Rule (Eff. 8/1/00, Amended Eff. 6/15/20). The health and function of the forest vegetation cannot be compromised.

Invasive species are to be removed via the cut and herbicide application methods described within *Invasive Plants of NC, 2008*. The document can be viewed at:

<https://www.se-eppc.org/northcarolina/NC DOT Invasive Exotic Plants.pdf>

Contractors should fully understand these methods prior to submitting their bid. Contractor will be properly certified and licensed within North Carolina for species identification, and herbicide selection, mixing and application (NC Landscape Contractor License, NC Pesticide Applicator's License). Water-safe herbicide must be used. The riparian zone does not allow plants to be uprooted as it disturbs the soil.

## 5.2 VEGETATION MANAGEMENT SPECIFICATIONS

### A. Area south of greenway, but greater than 50' from top of bank

- I. Areas to be hand thinned to 1) Ensure the park visitor is safe and feels safe 2) Conserve and provide education (via access) of the natural resources within the park 3) Maintain the environmental integrity of the park. This is to include:
  - Hand thin privets, English ivy, mimosa, wisteria, Russian olive, Japanese honeysuckle, other invasives, poison ivy, poison oak, poison sumac and vines on or clinging to trees as defined by Invasive Plants of NC, 2008.
  - Prune dead, dying or low branches to ensure tree health. Remove individual dead trees to ground level, stump to remain in ground.
  - Hand thin vines, underbrush and stems under 4" DBH to increase sight lines, visibility and public access. This applies only in this non-riparian area.
- II. Areas A, B, C, D, E1, E2, F1, F2, G, H, I, J
  - Hand thin privets, English ivy, mimosa, wisteria, Russian olive, Japanese honeysuckle, other invasive species, poison ivy, poison oak, poison sumac and vines on or clinging to trees as defined by Invasive Plants of NC, 2008.
  - Prune dead, dying or low branches to ensure tree health. Remove individual dead trees to ground level, stump to remain in ground.

It is the responsibility of the contractor to be aware of and adhere to all Federal, State and Local guidelines concerning riparian zone vegetation management NCDEQ regulations 15A NCAC 02B.0734. Contractor should be aware the riparian zone may be affected by seasonal rain and high-water events requiring flexibility to perform work during normal to low water levels.

### B. Special Instructions to Bidders

- I. Contract Administration, Responsibilities and Provisions
  - The contractor shall designate and make available to the City a project lead or supervisor to be the point of contact for contract related issues and issues concerning performance, progress review, scheduling and service. The City will provide a project manager that will meet with the project lead supervisor weekly to review project progress and to be available for information throughout the project if needed.
- II. The Contractor will:
  - Perform work using hand tools or hand operated power tools.
  - Meet with project manager weekly to review project.
  - Be properly certified and licensed within North Carolina for species identification, and herbicide selection, mixing and application (NC Landscape Contractor License, NC Pesticide Applicator's License).
- III. The Contractor will provide:
  - Supervisor(s) and technicians experienced in vegetation management.
  - The necessary supervision, equipment, and tools to perform specified project. Including gas for power tools and including any and all personal protection and safety equipment required.
  - An approximate timetable and schedule of required work.
  - Competent technicians supervised by a competent supervisor adhering to all OSHA regulations that can discuss the project with the project manager as needed.
- IV. Limitations and Restrictions
  - Trucks or cars (passenger vehicles) are not permitted on the trails. Small utility equipment and trailers can utilize the city greenway and easements for access purposes. Other access may be permitted as approved by Project Manager.

- Work should be conducted during the week, unless otherwise arranged with the Project Manager.
- Cut materials should be removed from sited or mulched (chipped or shredded) onsite at a location(s) approved by Project Manager. This area(s) will be north of greenway and selected to benefit the park, not necessarily based upon the convenience of the contractor.
- Any work must be consistent with the character of Battle Park and minimized impacts to the natural cultural resources.
- Battle Park will remain open during construction. Contractor technicians and supervisors are expected to remain professional and courteous to the public.
- Specific areas can be closed and roped off as necessary to protect the public from debris that would cause damage of property or personal injury. The contractor is responsible for providing all needed barricades, warning signage and other needed publicity prior to work.
- Care should be taken not to damage trees that are to remain.
- Work is to be done when soil is adequately dry to avoid significant damage to the land.

V. The City will provide:

- The City will provide a project manager that will meet the contractor weekly to review project progress and to be available for information throughout the project if needed.
- Nearby secure, fenced -in area for weeknight and/or weekend storage of equipment.

**5.3 VENDOR’S REPRESENTATION**

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. “Professional manner” means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the City under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor’s proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

**CONTRACT ADMINISTRATION**

**6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Contractor shall designate and make available to the City a project lead or foreman to be the point of contact for contract related issues and issues concerning performance, progress review, scheduling and service. The City will provide a project manager that will meet with the project lead or foreman weekly to review project progress and to be available for information throughout the project if needed.

**6.2 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City’s Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor’s

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Vendor: \_\_\_\_\_

Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.3 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

**Attachments to this RFQ begin on the next page.**

**ATTACHMENT A: PRICING FORM**

The undersigned, as bidder, proposes and agrees if this quote is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the service of the work described in these documents in full and complete in accordance with the RFQ documents, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

Item #	DESCRIPTION	EXTENDED PRICE
1	Area South of greenway, but greater than 50' from top of bank	\$
2	Areas A, B, C, D	\$
3	Areas E1, E2, F1, F2	\$
4	Areas G, H	\$
5	Areas I, J	\$

**TOTAL BASE QUOTE:** Vegetation Management of +/- 11 acres at Battle Park. Dollars \$ \_\_\_\_\_

## ATTACHMENT B: INSTRUCTIONS TO BIDDERS

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**General Instructions to Bidders** <https://rockymountnc.gov/vendor>

### Supplementary Instructions to Bidders

The contractor will:

- a) Perform work using mechanized equipment with mulcher head.
- b) Meet with project manager weekly to review project.

The contractor will provide:

- a) Technicians experienced in forestry mulching.
- b) The necessary supervision, equipment, and tools to perform specified project. Including gas for mechanized equipment or tools and including any and all personal protection and safety equipment required.
- c) An approximate timetable and schedule of required work.
- d) Competent technicians supervised by a competent foreman adhering to all OSHA regulations that can discuss the project with the project manager as needed.

Limitation and restrictions

- a) Trucks or cars (passenger vehicles) are not permitted on the trails. Small utility equipment and mechanized equipment can utilize the city greenway and easements for access purposes. Other access may be permitted as approved by Project Manager.
- b) Work should be conducted during the week, unless otherwise arranged with the Project Manager.
- c) Any work must be consistent with the character of Battle Park and minimize impacts to the natural and cultural resources.
- d) Battle Park will remain open during construction. Contractor technicians and foreman are expected to remain professional and courteous to the public.
- e) Specific areas can be closed and roped off as necessary to protect the public from flying debris that would cause damage of property or personal injury. The contractor is responsible for providing all needed barricades, warning signage and other needed publicity prior to work.
- f) Care should be taken not to damage or strike the bark of trees that are to remain.
- g) Work is to be done when soil is adequately dry to withstand the weight and movement of equipment without causing significant root damage or rutting of the land.
- h) Contractor is to take care to remove vegetation close to fences without damaging fences.

The City will provide:

- a) The City will provide a project manager that will meet with the Contractor weekly to review project progress and to be available for information throughout the project if needed.
- b) Nearby secure, fenced-in area for weeknight and/or weekend storage of equipment.

## **ATTACHMENT C: ACCEPTANCE OF GENERAL TERMS & CONDITIONS**

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### **City of Rocky Mount Sample Contract Terms**

Review Terms and Conditions: <https://rockymountnc.gov/vendor>

\_\_\_\_\_(Initial) Contractor agrees to abide by the City of Rocky Mount Contract Terms.

### **Federal Uniform Guidance (UG) Contract Provisions**

Review required contract provisions: <https://rockymountnc.gov/vendor>

\_\_\_\_\_(Initial) Contractor agrees to abide by the Federal UG Contract Provisions.

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**ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  Yes  No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: \_\_\_\_\_

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**VENDOR REGISTRATION**

**New** vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

[rockymountnc.gov/vendor](http://rockymountnc.gov/vendor)



## ATTACHMENT E: NC LICENSE

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### NC Landscape Contractor License

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**Include a copy of the license / certificate.** Contractor will be responsible for proper identification of a wide selection of plants and invasive species as listed in RFP.

### NC Pesticide Applicator's License

# \_\_\_\_\_

**Include a copy of the license / certificate.** Contractor will be applying water-safe herbicide in the riparian zone as listed in RFP.

**All work is to be completed by hand or with hand operated power tools. Work is to comply with NCDEQ regulations 15A NCAC 02B.0734 Tar-Pamlico River Basin Buffer Rule (Eff. 8/1/00, Amended Eff. 6/15/20). The health and function of the forest vegetation cannot be compromised.**

Invasive species are to be removed via the cut and herbicide application methods described within *Invasive Plants of NC, 2008*. The document can be viewed at:

**[https://www.se-eppc.org/northcarolina/NCDOT Invasive Exotic Plants.pdf](https://www.se-eppc.org/northcarolina/NCDOT%20Invasive%20Exotic%20Plants.pdf)**

Contractors should fully understand these methods prior to submitting their bid. Contractor will be properly certified and licensed within North Carolina for species identification, and herbicide selection, mixing and application (NC Landscape Contractor License, NC Pesticide Applicator's License). Water-safe herbicide must be used. The riparian zone does not allow plants to be uprooted as it disturbs the soil.



