



CITY OF ROCKY MOUNT

Parks and Recreation

Request for Quote #: 320-090421DH

FY22 Portable Toilets

Date of Issue: 4/9/2021

Quote Opening Date: 4/20/2021

At 04:00 PM ET

Contract Term: July 1, 2021 – June 30, 2022

Direct all inquiries concerning this RFQ to:

Debra Harris

Purchasing Clerk

Email: Debra.Harris@rockymountnc.gov

Phone: 252-972-1227

CITY OF ROCKY MOUNT
Parks and Recreation

Refer <u>ALL</u> Inquiries regarding this RFQ to: Debra Harris Purchasing Clerk	Request for Quote # 320-090421DH
	Quotes Due By: 4/20/2021
	Contract Type: Service

EXECUTION

In compliance with this Request for Quotes (RFQ), 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 bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal 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 proposal, 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 the City. 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 this response to the RFQ, the undersigned certifies, 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 proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF 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 #12):		
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 proposal 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 Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the Vendor proposal 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, in the amount of \$ _____ by _____

(Authorized Representative of City of Rocky Mount Purchasing Office)

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1.0 PURPOSE AND BACKGROUND

The Park and Recreation department manages over 500 acres of parkland, two community centers, a senior center, four cemeteries, the Imperial Centre for the Arts & Sciences, and the Rocky Mount Sports Complex. Their mission continues to be to advance the quality of life of our citizens by providing positive, inclusive experiences through people, parks and programs. This mission continues to be guided by our value of I.D.E.A. (Innovation, Dynamic, Engaged and Aware).

This agreement will allow the Parks and Receptions Department to continue to meet that mission by providing sanitary parks and recreation space to the citizens and visitors of the City of Rocky Mount.

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

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.

2.2 NOTICE TO VENDORS REGARDING RFQ 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of 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 later 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 proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely 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 proposal as nonresponsive.**

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

Event	Responsibility	Date and Time
Issue RFQ	City	Friday 4/9/2021
Submit Written Questions	Vendor	Tuesday 4/13/2021
Provide Response to Questions	City	Wednesday 4/14/2021
Submit Quotes	Vendor	Tuesday 4/20/2021 4:00 p.m.
Contract Award	City	TBD
Contract Effective Date	City	July 1, 2021

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 debra.harris@rockymountnc.gov by the date and time specified above. Vendors should enter "RFQ # _____ – Questions" as the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
IFB 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 EMAILING OR 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: 320-090421DH Attn: Debra Harris, Purchasing Clerk Address: PO BOX 1180 Rocky Mount, NC 27802</p>	<p>QUOTE NUMBER: 320-090421DH Attn: Debra Harris, Purchasing Clerk Address: 331 S. Franklin Street Rocky Mount, NC 27802</p>

Vendors shall deliver either one (1) signed electronic emailed copy to debra.harris@rockymountnc.gov response or 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

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested. Vendor RFQ responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity 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 and who will administer this contract for the City.
- c) **QUALIFIED QUOTE:** A responsive proposal submitted by a responsible Vendor.
- d) **RFQ:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, 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

3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, "award shall be made to the lowest responsible, responsive bid (**TOTAL BASE BID**) or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

While the intent of this RFQ is to award Contracts to multiple Contractors for different properties, the City reserves the right to make a single award to one Contractor, to not award one or more properties or to cancel this RFQ in its entirety without awarding a Contract if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

Local Preference Policy. *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsive, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsive, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/vendors>.*

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

- 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 in the Request for Quote, 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 proposal 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 a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better quote, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of **one (1) year**, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFQ. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable
PO BOX 1180
Rocky Mount, NC 27802

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.5 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	TELEPHONE NUMBER

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the City. As part of Vendor background, the details below must be provided to the City:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none.
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge or a statement it is aware of none.
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the City within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

4.7 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this 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. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, 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 Services and Deliverables.
- 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 this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL

The contractor shall:

- a) Furnish both regular and handicapped portable toilets as required by the City of Rocky Mount Parks & Recreation Department.
- b) Provide portable toilet units that are clean, in excellent condition, free from defects and without graffiti.
- c) Be responsible for all theft, destruction, or vandalism of all portable toilets.
- d) Be responsible for any necessary cleanup, repair or replacement resulting from, but not limited to, any spills and/or turnovers.

- e) Be responsible for the delivery, pickup, cleaning, and maintenance of all portable toilets. In case of inclement weather, the contractor shall be responsible for securing all units and repair any damages that should occur.
- f) Service shall include removal and disposal of waste in accordance with state and local laws. • Service shall include removal and disposal of human waste and trash in and around the units, cleaning of the units inside and out, removal of graffiti, repairing any damages, refilling with chemicals, stocking of toilet paper, water, hand cleaner and other consumables where applicable. Toilets should be serviced twice weekly every Mondays and Fridays before 11am.
- g) Record on a label the date serviced with the label affixed inside each unit. This includes repair of damages due to accident, weather, or vandalism, as well as removal of graffiti.
- h) Be expected to deliver at night, weekends, or holidays if any emergency should occur.
- i) All Permits necessary to perform the required work are to be acquired by the Contractor.
- j) Each invoice shall contain purchase order number, complete name of division, type and number of units rented, dates of rental, and the site where each unit was placed.

5.2 SPECIFICATIONS

- a) Units shall be in good condition and presentable to the public. Good condition shall be defined as being free of dents, punctures, rodents, and insect nests (including but not limited to wasp nests).
- b) Each unit shall have a lockable door and proper ventilation.
- c) Each unit shall be adequately supplied with toilet paper and chemicals to dissipate odors.
- d) Each unit shall be cleaned (inside and out) and pumped no less than once a week, or more often, if needed, as directed by designated City of Rocky Mount Parks & Recreation Representatives.
- e) At no additional cost to the City, Contractor will be required to perform additional requests for cleaning, delivery, move, or pickup of a unit within twenty-four (24) hours from notification by a City representative.
- f) Monthly flat rental rate shall include all costs for delivery and set-up at the designated location(s) for a one to thirty-one-day period.
- g) Monthly rental rate shall include the maintenance of the unit.
- h) Each unit shall have an operable hand dispenser and solution inside the facility.
- i) Special Events Pump Truck must always be on site to empty units or truck must be scheduled to empty units on a regular basis to include cleaning, restock and supply units at no additional cost. The schedule must be approved in advance by the City's special events staff.
- j) Portable Toilets will be requested for temporary use on special projects.

5.3 TASKS/DELIVERABLES

ITEM	LOCATION	DESCRIPTION
1.	Sunset Park (Shelter A & C) 550 N. Taylor Street, Rocky Mount, NC 27801	Monthly Rental Rate for standard unit with sink. Pricing to include rental, delivery, consumables, servicing 2 times per week (April 1-September 30), servicing 1 time per week October 1-March 30) and removal. Manufacturer: Model Number:
2.	Best Friend Dog Park 480 N. Lee Street, Rocky Mount, NC 27801	Monthly Rental Rate for standard unit with sink. Pricing to include rental, delivery, consumables, servicing 2 times per week (April 1-September 30), Servicing 1 time per week October 1-March 30) and removal. Manufacturer: Model Number:
3.	301 Old Mill Road, Rocky Mount, NC 27801	Monthly Rental Rate for standard unit with sink. Pricing to include rental, delivery, consumables, servicing 2 times per week (April 1-September 30), Servicing 1 time per week October 1-March 30) and removal. Manufacturer: Model Number:
4.	Battle Park 1300 Falls Road, Rocky Mount, NC 27801	Monthly Rental Rate for (2) standard unit with sink and (1) ADA with sink. Pricing to include rental, delivery, consumables, servicing 2 times per week (April 1-September 30), Servicing 1 time per week October 1-March 30) and removal. Manufacturer:

		Model Number:
5.	City Lake 1609 Sunset Avenue, Rocky Mount, NC 27801	Monthly Rental Rate for standard unit with sink. Pricing to include rental, delivery, consumables, servicing 2 times per week (Year-Round) and removal. Manufacturer: Model Number:
6.	Sports Complex (Playground) 600 Independence Drive, Rocky Mount, NC 27801	Monthly Rental Rate for standard unit with sink. Pricing to include rental, delivery, consumables, servicing 2 times per week (April 1-September 30), Servicing 1 time per week October 1-March 30) and removal. Manufacturer: Model Number:

OPTIONAL

ITEM	LOCATION	DESCRIPTION
1.	Special Event	Daily Rental Rate for standard unity with sink. Pricing to include rental, delivery, consumables, servicing, and removal.
2.	Special Events	Daily rental rate for ADA Unity with sink. Pricing to include rental, delivery, consumables, servicing, and removal.
3.	Special Events	Daily rental rate for portable hand wash station. Price to include rental, delivery, consumables, servicing, and removal.
4.	Designated Locations	Monthly rental rate for standard unity with sink. Pricing to include rental, delivery, consumables, servicing once a week and removal.
5.	Designated Location	Monthly rental rate for ADA Unit with sink. Pricing to include rental, delivery, consumables, servicing once a week and removal

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFQ and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included. In the narrative include the number of employees to be used in meeting the requirements of this contract, a statement of hourly rates for each class of employee to be used in the performance of each type of work of the contract. Such rates are to be used in computing additions to or deductions from the monthly payment to the contractor for changes to the specified duties and services, or for extra work required by the owner.

5.5 ACCEPTANCE OF WORK

All the above specifications for Park’s litter removal and landscaping are subject to daily inspections by either the Director of Parks and Recreation, the Park Superintendent or Horticulturist. Failure to meet the standards set forth in these specifications will be noted and discussed with the vendors designated project manager. Failure to remedy issues shall be grounds for the cancellation of this contract. Ongoing failure to consistently meet specifications noted in this RFQ shall also be grounds for the cancellation of this contract.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such

work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.6 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

5.7 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the City, shall meet periodically monthly with the Parks Superintendent and Horticulturist for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and City performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 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 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.

6.4 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.

ATTACHMENT A: PRICING

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

TOTAL BASE PROPOSAL: _____ **Dollars \$** _____ *

*Please submit an itemized price list for the base total.

ATTACHMENT B: TERMS & CONDITIONS

City of Rocky Mount Sample Contract Terms

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

Check here to indicate that you have read and agree to the City of Rocky Mount Contract Terms.

ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

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 RFP. 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: