



Development Services

Community Code

Request for Quote #: 320-110521CH

Maintenance of Private Property-Cutting of Grass-Weeds

Date of Issue: May 20, 2021

Quote Due Date: June 1, 2021 4pm

At 04:00 PM ET

Direct all inquiries concerning this RFP to:

Cheryl House

Purchasing Clerk

Email: Cheryl.House@rockymountnc.gov

Phone: 252-972-1227

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1.0 PURPOSE AND BACKGROUND

The city of Rocky Mount is seeking a responsible Contractor to provide the service of "Maintenance of Flood Buy-Out Property-Cutting of Edgecombe County Grass/Weeds." Services under this contract are to be provided as needed in a timely and efficient manner as detailed in this RFQ.

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. 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.

Event	Responsibility	Date and Time
Submit Written Questions No Later Than	Vendor	Tuesday 5/25/2021
Provide Responses to Questions	City	Thursday 5/27/2021
Submit Bids	Vendor	Tuesday 6/01/2021 4pm
Contract Award	City	TBD
Contract Term	Vendor	Sunday 10/31/2021

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 Cheryl.House@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 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
QUOTE NUMBER: 320-110521CH Attn: Cheryl House, Purchasing Clerk Address: PO BOX 1180 Rocky Mount, NC 27802	QUOTE NUMBER: 320-110521CH Attn: Cheryl House, Purchasing Clerk Address: 331 S. Franklin Street Rocky Mount, NC 27802

Vendors shall deliver either **one (1) signed electronic emailed copy** to Cheryl.House@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

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.
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: ACCEPTANCE OF TERMS AND CONDITIONS
- d) ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION
- e) ATTACHMENT D: PROPOSED SUBCONTRACTORS

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) **RFQ:** Request for Quote.
- d) **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

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 quote meeting specifications.

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 responsible, 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 responsible, 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/vendor>

3.2 QUOTE EVALUATION PROCESSES

- 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 two (2) 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 quote.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL

4.4 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.

4.5 VENDOR’S REPRESENTATION

- 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 The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL

Private property mowing is performed by Contractors when a nuisance notice is issued by Community Code and the property is not brought into compliance within 10 days. Most residential lots are .25 acre or less with a few being close to .5 acre. Properties may be a vacant lot, a lot with a vacant dwelling or a lot with an occupied dwelling.

Mowing is also directed for non-residential properties and for those properties exceeding 2 acres in size, the City's agent will negotiate a price with the Contractor based on the mowing area involved, not the overall size of the property, given there may be large structures using a good deal of that acreage.

The following terms and conditions apply to the cutting of grass/weeds in violation of the Public Nuisance-Weeds Ordinance for the City of Rocky Mount:

- a) The City's agent shall approve Contractor's equipment to be used to fulfill the terms and conditions of this contract.
- b) Assignments for work are disseminated by the City's agent based on the needs of the City. Private properties are issued notice and, when inspected as non-compliant, the City's agent shall order mowing as directed. The City's agent will publish and distribute a list of properties for mowing as assigned by geographic location within the city.
- c) Trimming is required for each mow (trees, shrubs, buildings, utility poles, etc.)
- d) The use of weed trimming equipment will be required around buildings, trees, bushes, curbs, fences, sidewalks, utility poles, etc.
- e) Minimum equipment required:
 - a. PTO-driven 60: commercial grade mower or 60" commercial grade zero-turn mower (2 minimum)
 - b. Acceptable commercial grade trimming equipment with steel blade compatibility.
 - c. Tractor and bush hog.
 - d. Other standard lawn maintenance equipment such as chainsaws, loppers, rakes, shovels shall be available as needed.
 - e. Contractor must operate with a minimum of 2 crews; assuming one crew consists of two (2) people-one (1) mower operator and one (1) trimmer/weed eater operator.

Before bid award, the City reserves the right to inspect all equipment to be used during the performance of the contract. All equipment must have all safety devices in operating condition for the duration of the contract. If the Contractor or his/her employees are found to be operating unsafe equipment they will be directed to stop work until the equipment is repaired to a safe operating condition. Repeated violations of the requirement will be grounds to terminate the contract.

- f) The general scope of work for this contract is mowing and trimming. However, the Contractor shall pick up all limbs, branches, trash, litter and debris on the property prior to mowing. Trash, litter and debris removed from a property prior to mowing may be bagged and delivered to the City transfer station on Thorpe Road at no charge to the Contractor. In such cases, the Contractor may not bill the City for the transportation of this trash/litter.
- g) The Contractor shall ensure that no grass/wee clippings are mown into the roadway, where they may become clogged in the storm drain system.
- h) It is the responsibility of the Contractor to identify any hazards to equipment, mowing obstacles or other conditions that may damage equipment or injure personnel. The City is not responsible for damage to Contractor equipment.
- i) Under normal conditions, all work on properties is to be completed no later than ten (10) calendar days after work is assigned. A work assignment will contain no more than 100 specific addresses for mowing to be completed within the 10-day performance period. Allowances for inclement weather or other unusual circumstances will be determined by the City's agent.

- j) Priorities will be assigned by the City's agent and work scheduled accordingly based upon accumulated violations and other factors such as seasonal growth rate, weather over which the City has little or no control. However, the City reserves the right to change work assignments and priorities at any time. For this reason, it is imperative the Contractor or his representative are easily accessible during working hours in the event scheduling changes are necessary.
- k) The City will provide two (2) pair (4 total) magnetic signs identifying the vehicle as being a "City of Rocky Mount Contractor." These signs are always to be visible on the vehicle when performing work under this contract. Should any of the signs be lost, missing, damaged, etc., the Contractor will be responsible for their replacement.

5.2 ADDITIONAL CONDITIONS

- a) Any subcontractor hired by the bidder must be approved by the City's agent and the Purchasing Manager prior to working on any site. Failure to provide this information and the subcontractor's insurance information may result in the termination of the contract.
- b) The bidder agrees to obtain all licenses and permits that may be required along with any needed barricades, safety equipment, lights, etc. The Contractor must also comply with all Federal, State, County and City rules and regulations pertaining to jobs of this nature.
- c) Fuel costs based on market fluctuations may be evaluated by the City's agent and the Purchasing Manager every six (6) months if there is a substantial increase in fuel costs to determine whether a cost increase should be considered.

5.3 ACCEPTANCE OF WORK

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.

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 mowing services to complete the scope of work described in section 5.0, and to the full and entire satisfaction of the City of Rocky Mount for the base rate of:

Acreage	Amount
0 – ½ Acre	\$
½ - 1 Acre	\$
1 – 2 Acre	\$
Over 2 Acres	\$

ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS

City of Rocky Mount General Terms and Conditions

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

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

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 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:

NEW 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 and E-Verify Affidavit to the contact person listed on the coversheet.

rockymountnc.gov/vendor

ATTACHMENT D: PROPOSED SUBCONTRACTORS

Firm Name, Address and Phone #	Work Type	HUB Certified (Y/N)	Payment
[Redacted]	[Redacted]	[Redacted]	\$
[Redacted]	[Redacted]	[Redacted]	\$
[Redacted]	[Redacted]	[Redacted]	\$
[Redacted]	[Redacted]	[Redacted]	\$
[Redacted]	[Redacted]	[Redacted]	\$
[Redacted]	[Redacted]	[Redacted]	\$
[Redacted]	[Redacted]	[Redacted]	\$

CERTIFICATION BY PRIME CONTRACTOR:

Before payment is made for demolition of the properties, the Contractor receiving award of the contract shall submit to the Community Code Supervisor, a signed statement giving the name(s) of any sub-contractors used.

Contractor

By: [Redacted] Date: [Redacted]

Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____
Community Code Supervisor