



**CITY OF ROCKY MOUNT
PARKS AND RECREATION**

Request for Proposal #: 320- 230321RP

Battle Park Multi-Use Natural Surface Trail Re-Bid

Date of Issue: 6/23/2021

Proposal Due Date: 7/8/2021 4:00 P.M.

Direct all inquiries concerning this RFP to:

Ramona Plemmer

Senior Purchasing Technician

Email: Ramona.Plemmer@rockymountnc.gov

Phone: 252-972-1226



ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

Request for Proposal # 320-230321RP Re-Bid

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 RFP to:
Ramona Plemmer
Purchasing Technician

Request for Proposal # 320-230321RP Re-Bid

Proposals will be due: 7/6/2021

Contract Type: Services

EXECUTION

In compliance with this Request for Proposal, 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 RFP, 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 proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals 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 PROPOSAL

If any or all parts of this proposal 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 **professional trail contractor** to provide labor, supervision, materials and equipment to construct a machine-built multi-use, natural surface 5k trail at Battle Park. **The trail is to be completed to IMBA / USFS standards. PTBA or similar agency membership is required.**

Battle Park is in Rocky Mount, located in **eastern** NC (not the mountains of NC). The park is bordered to the north by US-64 and to the south by the Tar River. The I-95 / US-64 interchange is located four miles west of the park. Battle Park (+/- 60 acres) is being fully renovated for the first time since its opening in 1976. This new multi-use, natural surface trail will be the first such trail in the city parks' system and the first public trail available for mountain bike use in the two counties Rocky Mount straddles (Edgecombe and Nash). If the trail is popular, the City has adjacent property to expand the trail in the future.

Located in the coastal plain, much of Rocky Mount is flat. Battle Park is located on the natural fall line of the Tar River which provides slight topographic relief (60' to 116' above sea level) and numerous rock outcroppings, both are unique for the area. The City anticipates the trail will capitalize on these features, providing a **beginner to intermediate trail for cross-country runners and mountain bike riders.**

Medoc Mountain State Park, located 30 miles north on I-95, opened Pyrite and Saponi trail loops in 2017 for cross-country runners, mountain bike riders and hikers. Many of the Medoc trail-users are from the Rocky Mount area and these trails have received great reviews by the community. In addition to Medoc, local mountain bike riders regularly frequent Triangle Off Road Cyclists¹ (TORC) trails in Raleigh-Durham (60+ miles west via US 64) and Pocahontas State Park² (Virginia, 125 miles north via I-95).

The anticipated budget for the base bid and Alternate A (B-lines) is approximately \$125,000.

1 – For reference, TORC trails include: Lake Crabtree County Park, Harris Lake County Park, Brumley Forest Nature Preserve

2 – For reference, Pocahontas State Park trails include: Blueberry Hill, Corkscrew, Sunsetter

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. Vendor may attach its quote to this RFP 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 RFP. 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 RFP 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 RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.4. QUESTIONS ABOUT PROPOSAL. 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 RFP 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 proposal. 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 proposal non-binding or subject to further negotiation. *Vendor's proposal shall constitute a firm offer.* **By execution and delivery of a proposal in response**

to this RFP, 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 proposal as nonresponsive. Any proposal that contains language that indicates the proposal 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 RFP other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFP or in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the Cities election.

2.3 RFP SCHEDULE

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

Action	Responsibility	Date/Time
Issue Date	City	Wednesday 6/23//21
Mandatory Site Visit (<i>choose one</i>)	Vendors	Monday 6/28/21, 10:00 am or 2:00 pm
Submit Written Questions	Vendors	Wednesday 6/30/21
Provide Response to Questions/Addendum	City	Thursday 7/1/21
Submit Bids	Vendors	Thursday 7/8/21
Award Contract	City	TBD
Tentative Contract Start Date	Vendors	TBD

Mandatory Site Visit

Date: 6/28/2021
 Time: 10:00 AM & 2:00 PM Eastern Time
 Contact #: 252-972-1226

Instructions: Vendor representatives are required to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. You cannot bid on this project if you do not attend the site visit. A mandatory site visit is scheduled for 10:00 AM and 2:00 PM Eastern Time at the Boat Ramp at Battle Park. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

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 Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.4 QUESTIONS ABOUT PROPOSAL

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

Instructions: Written questions shall be emailed to Ramona.Plemmer@rockymountnc.gov by the date and time specified above. Vendors should enter “RFP #320-230321RP Re-Bid – Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP 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 RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this RFP. The dated noted in the RFP 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: Proposals, 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 PROPOSAL VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
<p><i>PROPOSAL NUMBER: 320-230321RP Re-Bid</i> Attn: Ramona Plemmer Address: PO BOX 1180 Rocky Mount, NC 27802</p>	<p><i>PROPOSAL NUMBER: 320-230321RP Re-Bid</i> Attn: Ramona Plemmer Address: 331 S. Franklin Street Rocky Mount, NC 27802</p>

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

Proposal 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 proposals are due, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each proposal 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 proposals 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 PROPOSAL CONTENTS

Vendor shall populate all attachments of this RFP 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 RFP, and signed receipt pages of any addenda released in conjunction with this RFP. (page 3)
- b) Completed version of ATTACHMENT A: PRICING FORM (page 14)

- c) ATTACHMENT B: INSTRUCTIONS TO BIDDERS (page 15-16)
- d) ATTACHMENT C: ACCEPTANCE OF TERMS AND CONDITIONS (page 17)
- e) ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION (page 18)
- f) ATTACHMENT E: PORTFOLIO (page 19)

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) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** 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, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with 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.

Category	Max. Points
Portfolio	25
References	25
Site visit to contractor’s trail(s) – as possible	20
Value	20
Timetable and schedule of required work	10

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 PROPOSAL EVALUATION PROCESS

- a) Proposals are requested for the items as specified, or item(s) equivalent in design, function and performance. The City reserves the right to reject any proposal on the basis of fit, form and function as well as cost.
- b) The City shall review the responses to this RFP 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 proposal. Vendors are cautioned, however, that the City is not

[Redacted]

required to request clarification, and often does not. Therefore, all proposals 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) Proposals 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 proposal was deemed most advantageous and represented the best value to the City.

Vendors are cautioned that this is a request for proposal, 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 Proposal 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 Proposal 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 Proposal. 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 proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. 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 RFP. 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 RFP.

4.1 EXPERIENCE

Vendor must be a member of Professional Trail Builders Association (PTBA) or equivalent and demonstrate experience and expertise building IMBA/USFS standard trails on Battle Park like terrain and topography.

- a) Professional trail builder organization name [Redacted]
- b) Professional trail builder organization website [Redacted]
- c) Professional trail builder organization membership # [Redacted]

4.2 PRICING

Proposal 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 Proposal. Complete ATTACHMENT A: PRICING FORM and include with Quote.

4.3 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 PORTFOLIO AND REFERENCES

Provide a simple portfolio (basic information and pictures) as **Attachment E** including three or more trails completed within the past five years built to IMBA / USFS standard trails on Battle Park like-terrain.

In addition, provide the contact information for each portfolio trail in the table below. The selection process may include trail visits if possible; to assist with this, **please include any pertinent trail work in NC or neighboring states** (please list specific trail). The City may contact the Trail Boss* to determine if the services provided are substantially similar in scope to those proposed herein and if contractor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

The term Trail Boss is used to describe the individual with the **most working knowledge of the trail. This may or may not be the Park Superintendent, manager or supervisor.*

Trail name, system/park name	Location – County, State	Trail Boss	Telephone Number

5.0 SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

New trail construction

a. The Contractor will construct a multi-use, natural surface 5k rolling contoured trail primarily for use by beginner to intermediate cross country runners and mountain bikers. The trail should be intentionally designed and constructed to create and reward momentum as terrain allows. Runners and riders will travel in opposite, set directions. The conceptual line for the **Base Bid** is attached. The city anticipates hosting 5k cross country running events – the base bid trail must be exactly 5k. The eastern portion of the trail allows for some extension or shortening to accomplish this distance. Include all labor, supervision, materials and equipment to construct the **Base Bid** on Attachment A, Pricing Form.

b. The contractor will identify "B-lines" for the inclusion of drops, rock gardens, rock overs and technical boulder climbs, all of which are present within the Battle Park property. Include all labor, supervision, materials and equipment to construct these as additional trail lengths for **Alternate A** on Attachment A, Pricing Form. Space is provided for general description of each B-line. For the Battle Park project, the B-line will be the more advanced line.

c. The contractor will identify a second loop in the area known as "Sunset Park extension" located immediately upstream / west of Battle Park (via city greenway). Include all labor, supervision, materials and equipment to construct this loop as an additional trail as **Alternate B** on Attachment A, Pricing Form.

d. All trail construction shall be on either flat or side slope terrain within a 35-foot lateral distance on either side of the conceptual line. Deviation from this line-distance or re-route is possible but must be approved in advance by the project manager. Contractor will use expertise and discretion to dictate the exact location within this 70-foot corridor. Contractor will note that careful attention needs to be made where short and frequent turns need to fit the trail into the existing terrain. Trail construction shall incorporate grade reversals, knicks, rolling grade dips, rollers, rolling berms (as possible) or other low maintenance drainage devices on 20 to 50-foot intervals. **The construction of a trail that drains well is imperative.**

e. A finished trail tread width of +/- 30 inches shall be maintained throughout the project.

f. Trail grades shall not exceed 10% except on short distances to get around barriers, create a sustainable feature or to avoid sensitive sites. Trail grade may exceed 10% on short intervals with approval of project manager.

g. All side hill trails shall be bench cut with a minimal to 5% out slope ensuring positive drainage.

h. Forestry mulching and hand thinning of riparian areas has been completed in winter 2021. This process has minimized vegetation clearing that would otherwise be required for trail construction. Battle Park Lane, the city greenway and existing easements provide excellent access to much of the park. Contractor will provide care to preserve the natural areas and features outside of the trail tread and the immediate vicinity of the tread.

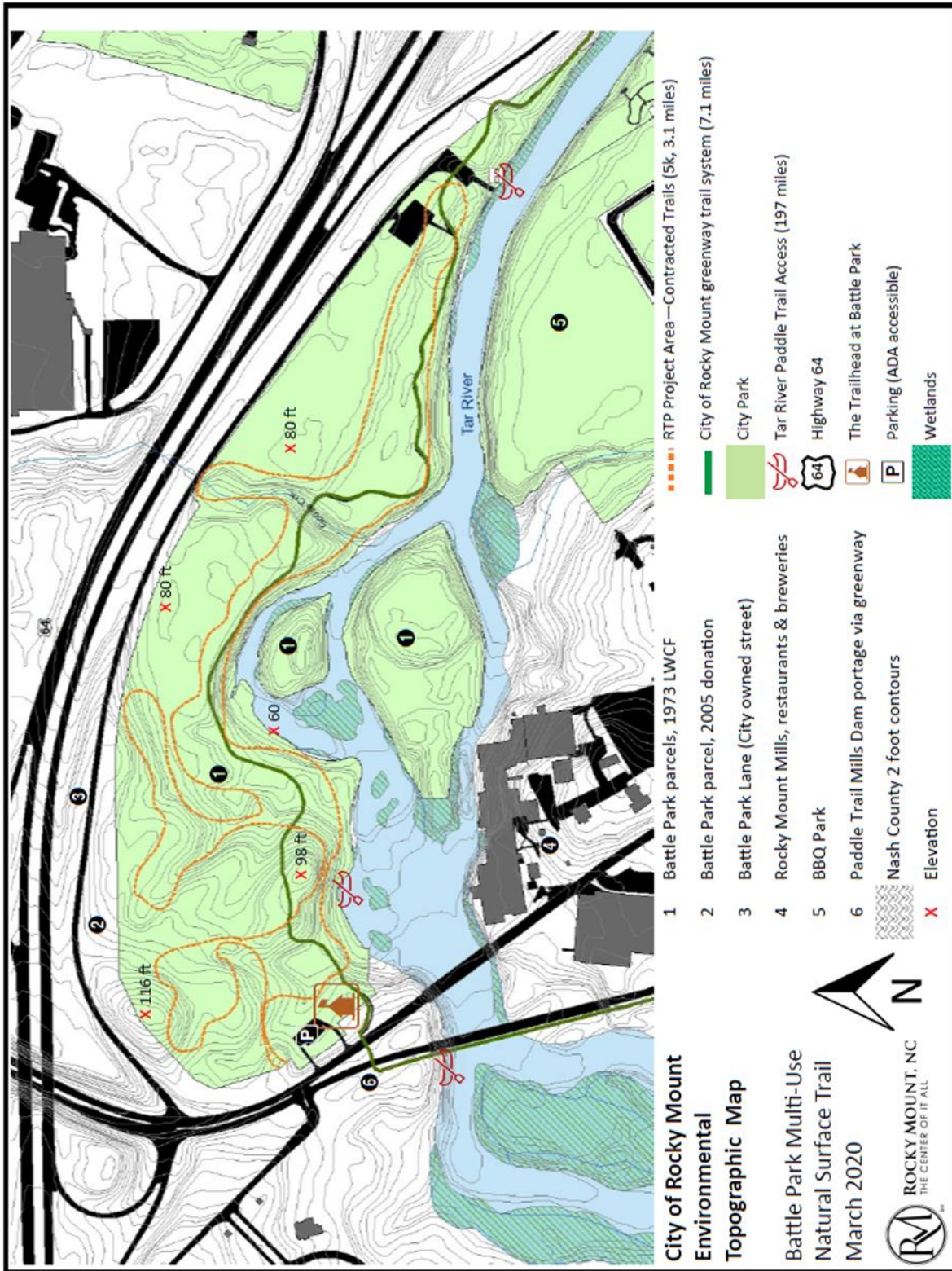
i. During trail construction, bare soil areas immediately adjacent to the new trail tread must be covered with native, organic forest matter daily to eliminate / minimize sediment and run-off to off-site areas.

j. No more than 2,500 square feet of exposed unfinished trail may be under construction at any given time.

k. All trail work will be done according to the specifications contained in the most recent edition of the IMBA Trail Solutions Guide and the most recent edition of the USFS Trail Construction and Maintenance Notebook. Refer to these publications for details and descriptions of trail maintenance and construction.

Stream and drainage crossings

Various drainages, Goose Branch and the Tar River are present within Battle Park. Exact interactions with these features are dependent upon the contractor's 70-foot corridor. The trail will follow the contour, avoid the felling of large trees and stay at least four (4) feet from stream banks except at crossings. Alignment shall take advantage of natural drainages to minimize the need for major drainage modifications. In areas where there is a potential for trail erosion, grade reversals shall be incorporated into the trail tread to create natural appearing drainage dips at appropriate intervals. Rock armoring of stream and drainage crossings is preferred. If bridges or culverts are required, design must comply with USFS Standard Trail Plans and Specifications. Trail construction must comply with all Local, State and Federal regulations, including but not limited to riparian and flood zones. No tree removal is allowed in Riparian Zone 1 (30' from top of bank).



5.2 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 subcontractors(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 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 RFP 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 RFP documents, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

Item #	DESCRIPTION	UOM	PRICE
1	Multi-use natural 5k trail	16,404 ft.	\$

TOTAL BASE PROPOSAL: _____ Dollars \$ _____

ALTERNATE A "B-LINES" (add more lines on a separate page if needed)

Item #	General Location	Type	Length	Price
<i>(Example)</i>	<i>Near Falls Rd Parking</i>	<i>Rock Roll / Drop</i>	<i>45'</i>	<i>\$350.00</i>
1				
2				
3				
4				
5				

TOTAL BASE PROPOSAL: _____ Dollars \$ _____

ALTERNATE B

Item #	Brief Description	UOM	Price
1	Sunset Park extension loop		\$

TOTAL BASE PROPOSAL: _____ Dollars \$ _____

ATTACHMENT B: INSTRUCTIONS TO BIDDERS

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

Supplementary Instructions to Bidders

The contractor will:

- a) Perform trail work using small, mechanized equipment and hand tools.
- b) Meet with project manager weekly to review project.
- c) Provide two (2) eight-hour days of training to city parks staff concerning trail maintenance utilizing (City) mechanized equipment. This will need to be scheduled in advance but **can occur during project construction days**. City staff to be trained will be competent and extremely experienced light equipment operators and will shadow trail crew during the two days. *The purpose of this is to have trained staff members than can provide for the inevitable re-routes of the trail in the future due to the flat nature of the park.*
- d) Provide one (1), six-hour day of training to City parks staff and/or trail volunteers concerning trail maintenance utilizing hand tools. This will need to be scheduled in advance but should occur towards the end of the project – most likely on a Saturday. City parks staff and/or trail volunteers to be trained will be the core employees and/or volunteers responsible for the trail. *The purpose of this is to train a core of volunteers to maintain the trail.*

The contractor will provide:

- a) A crew experienced in the design, construction, and maintenance of sustainable trails.
- 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 (Contractors proposed project schedule).
- 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) Desired finished trail tread width is a maximum of 30 inches wide or what can safely accommodate a mini-excavator or equivalent machine.
- b) Trucks or cars (passenger vehicles) are not permitted on the trails. Small utility equipment and mechanized trail equipment can utilize the city greenway and easements for access purposes. Other access may be permitted as approved by Project Manager.
- c) Work should be conducted during the week, unless otherwise arranged with the Project Manager.
- d) Any trail work must be consistent with the character of Battle Park and minimize impacts to the natural and cultural resources.
- e) Battle Park will remain open during construction. Specific areas can be closed and roped off as necessary for public safety or to protect property. The contractor is responsible for providing all needed barricades, warning signage and other needed publicity prior to work. Contractor crewmen and foremen are expected to remain professional and courteous to the public.

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.

The City may provide:

- a) Campsites during the construction timeframe. The amenities and proximity of the campsites are directly contingent to scheduling dates well in advance. The City also has extensive partnerships with local hotels/visitor's bureau and can provide appropriate contact information.
- b) Additional tools and equipment if needed, when and if available. If the contractor utilizes any park equipment, any and all repairs will be the responsibility of the contractor.

ATTACHMENT C: ACCEPTANCE OF GENERAL TERMS & CONDITIONS

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

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:

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

ATTACHMENT E: PORTFOLIO

Attach a simple portfolio including three or more trails completed within the past five years built to IMBA / USFS standard trails **on Battle Park like-terrain**. The portfolio should consist at minimum of similar projects, descriptions and photos. The selection process may include trail visits if possible; to assist with this, **please include any pertinent trail work in NC or neighboring states**.

