



REQUEST FOR PROPOSALS

RFP 2022-02

TITLE: LOT MAINTENANCE FOR NUISANCE LOTS (MAJOR)

USING AGENCIES: CITY OF WILSON, NORTH CAROLINA

ISSUE DATE: January 13, 2022

ISSUING AGENCY: CITY OF WILSON
P.O. BOX 10
1800 HERRING AVENUE
WILSON, NORTH CAROLINA 27894-0010

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified below.

Sealed Proposals subject to the terms and conditions made a part hereof will be received until February 8, 2022 @ 2:00 p.m. for furnishing the services described herein. Proposals will be opened in the office of the Purchasing Manager at the City of Wilson, Warehouse / Purchasing Department, 1800 Herring Avenue, Wilson, North Carolina. This contract is for a one year period and is renewable for two, additional, one-year periods.

All qualified proposals will be evaluated and an award will be made to the firm (s) whose proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any or all offers if determined in its best interest.

LANDFILL TICKETS MUST BE PROVIDED UNDER THIS CONTRACT.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Site visits/technical inquiries:

Kevin Medeiros
Development Services Dept.
PO Box 10
112 Goldsboro Street
Wilson, NC 27894-0010
(252)-206-5287
kmediros@wilsonnc.org

Direct all inquiries concerning this RFP to:

Ricky Wilson
Purchasing Manager
(252) 399-2405
rvwilson@wilsonnc.org

INTRODUCTION

The City of Wilson is requesting proposals for an annual contract for the abatement of nuisance lots. This contract is for a one year period and is renewable for two, additional one-year periods. Landfill tickets must be provided for payment under this contract!

GENERAL REQUIREMENTS

The successful Contractor agrees that it has or will secure at its own expense, all personnel required by the Contractor in performing the services required under this agreement. Such personnel shall not be employees of, or have any individual contractual relationships with the Contracting Agency. The Contractor agrees to be responsible for and shall provide adequate supervision of all its employees working under any contract which may be awarded.

The Contractor agrees that it has or will make suitable arrangements for all of the necessary equipment, materials, and supplies to perform the services required herein. Further, all equipment shall be maintained in first class working condition for the duration of any contract which may be awarded, and further that said equipment shall comply with all federal, state, and local requirements governing issues of operational safety for the same period of time.

The Contractor shall ensure that all of its employees abide by the following rules:

1. They shall wear an identification badge or distinct uniform provided by the Contractor at all times while working under this contract
2. They shall have a valid North Carolina Driver's License to operate any licensed vehicle
3. They shall not engage in idle or unnecessary conversation with City employees, other employees of the Contractor, or tenants of the site at which they are working
4. They shall report any loss or damage caused to the City's or any tenant's property to their supervisor immediately. The supervisor shall report such damage within 24 hours, in writing, to the City of Wilson Development Services, specifying the exact location and extent of said damage. Failure to report such damage as required herein may be construed to constitute default under the contract
5. They shall abide by the rules and regulations set forth by the State of North Carolina, which affect performance or work
6. Any employee of the Contractor who fails to abide by these rules shall, upon written request from the City of Wilson, shall be immediately removed from the job, barred from the job site, and replaced by the Contractor

LIABILITY

The Contractor shall assume liability for damage and loss resulting from any wrongful act(s) of omission or commission on the part of its employees while they are on City controlled premises. The Contractor or his insurer shall reimburse the City of Wilson for any such loss or damages within 30 days after a claim has been submitted.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City of Wilson, the employees and tenants of the City of Wilson, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of, or resulting from the performance of or failure of the performance of the work caused in whole or in part by any negligent act or omission of the Contractor and any employees, agents, or subcontractors of the Contractor. No action or inaction by the City of Wilson or the Contractor may abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exists as to any party or person described in this section.

SAFETY

The Contractor shall provide all necessary safety measures for the protection of all persons involved in the work. The Contractor shall abide by the laws, rules, and regulations applicable to the work being performed, whether promulgated by a Federal, State, or Local authority having jurisdiction in the applicable subject matter.

LAWS

The Contractor shall comply with all laws, ordinances, codes, rules and regulations applicable to the performance of any contract which may be awarded pursuant to this request, whether they are Federal, State, or local in origin.

DEFAULT

Failure to satisfactorily and timely perform the services required by a contract which may be awarded shall be grounds for the Contracting Agency to declare the Contractor in default.

INSPECTION

The City of Wilson shall conduct regular inspections of the work performed by the Contractor, during regular business hours accompanied by a representative of the Contractor. Failure of the Contractor to pass these inspections, or to correct complaints resulting from these inspections, or other sources, shall be considered unsatisfactory service. If corrective measures are not taken to raise Contractor performance to a satisfactory level, and maintain performance at a satisfactory level, the Contractor will be declared in default.

RECOURSE

This type of work requires sound evidence and documentation to prove that the work has been completed and for the City to be paid / reimbursed. If there is poor quality or insufficient evidence to warrant the completion of the work by the contractor, the City will notify the vendor in writing. The City will then deduct the amount off of future work or invoice the contractor separately for the job in which this was determined an issue.

STANDARDS FOR NUISANCE ABATEMENT**(REQUIREMENTS ARE MANDATORY UNLESS SPECIFICALLY LISTED AS DESIRABLE/OPTIONAL)**

- Lots with debris must be cleaned by the contractor within **15** calendar days of receipt of order. Failure to do so will result in a reduction of \$50 flat fee or 10% reduction in invoice submitted; whichever is greater, unless prior release has been obtained and annotated in case file from inspector for that job delay.
- Lots with noxious weeds must be cut by the contractor within **15** calendar days of receipt of order. Failure to do so will result in a reduction of \$50 flat fee or 10% reduction in invoice submitted; whichever is greater, unless prior release has been obtained and annotated in case file from inspector for the job delay.
- All invoices must meet the standards set forth by intake officers (inspection desk) before submittal can be accepted. Failure to meet guidelines set forth by intake officer will result in invoice being returned unpaid until corrected.
- All lots to be inspected for hazards and cleaned of trash and debris prior to mowing.
- Grass to be mowed to a height of three (3) inches and string trimmed as appropriate.
- All debris designated to go to landfill is to be removed off the property in its entirety before contractor leaves property. Under no circumstances shall debris be left for later pick up and removal.
- All invoices will be paid by the ¼ hour.

REQUIRED EQUIPMENT FOR NUISANCE ABATEMENT

2 EACH	42" – 50" COMMERCIAL DECK MOWERS
2 EACH	COMMERCIAL PUSH MOWERS
6 EACH	COMMERCIAL STRING TRIMMERS
1 EACH	FRONT END LOADER
1 EACH	TANDEM AXEL DUMP TRUCK
1 EACH	SINGLE AXLE DUMP TRUCK
1 EACH	EXCAVATOR FOR TRASH, DEBRIS, AND SMALL STRUCTURE REMOVAL
1 LOT	MISCELLANEOUS HAND TOOLS REQUIRED TO PERFORM JOB
1 LOT	MISCELLANEOUS POWER TOOLS REQUIRED TO PERFORM JOB
1 EACH	DIGITAL CAMERA FOR PHOTO DOCUMENTATION – BEFORE AND AFTER PICTURES TAKEN FROM SAME VANTAGE POINT AS INSPECTORS PROVIDED PHOTOS AND SHALL BE PRESENTED ON A CD AND THE PHOTOS ON THAT CD SHALL CLEARLY BE INDICATED BY ADDRESS AND BEFORE AND AFTER PHOTOS IDENTIFIED. ALL PHOTOS TAKEN BY CONTRACTOR MUST HAVE DATE STAMP CLEARLY TAGGED ON PICTURE FOR FUTURE REFERENCE. PAPER COLOR COPIES PROVIDED WITH EACH INVOICE
1 EACH	60" BUSH HOG WITH TRACTOR
1 EACH	CELL PHONE FOR COMMUNICATION WITH INSPECTORS SHALL HAVE TEXT AND EMAIL CAPABILITIES.

ALL INVOICES SHALL BE SIGNED FOR BY WHEN PICKED UP BY CONTRACTORS

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **Award or Rejection:** All qualified proposals will be evaluated and award made to firm(s) whose proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any and all offers if determined in its best interest.
2. **Decline to Offer:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
3. **Cost for Proposal Preparation:** Any cost incurred by offerors in preparing or submitting offers is the offeror's sole responsibility; the City of Wilson will not reimburse any offeror for any costs incurred prior to award.
4. **Elaborate Proposals:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal is not desired.
5. **Oral Explanations:** The City of Wilson will not be bound by oral explanations or instructions given at any time during the competitive process or after the award.
6. **Reference to Other Data:** Only information, which is received in response to this RFP, will be evaluated; reference to information previously submitted will not suffice.
7. **Titles:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
8. **Time for Acceptance:** Each proposal must state that it is a firm offer that may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.
9. **Form of Proposal:** Each proposal should be submitted in a form which at the option of the City, may be incorporated verbatim into a contract.
10. **Exceptions:** All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of other terms and conditions by an offeror may be grounds for rejection of that offeror's proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
11. **Advertising:** In submitting its proposal the offeror agrees not to use the results there from as a part of any news release or commercial advertising.
12. **Confidentiality of Proposals:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the City from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
13. **Right to Submitted Material:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and

other documentation submitted by the offerors will become the property of the City of Wilson when received.

- 14. Competitive Offer:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- 15. Offeror's Representative:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 16. Subcontracting:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is all included for each proposed subcontractor.
- 17. Proprietary Information:** Trade secrets or similar proprietary data that the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in bold face at the top and bottom as "CONFIDENTIAL". Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential.
- 18. Participation Encouraged:** The City of Wilson invites and encourages participation in this procurement by businesses owned by minorities, women and the disabled including utilization as subcontractors to perform functions under this Request for Proposals.

TERMS AND CONDITIONS

DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.

GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation that required such alterations. The City of Wilson reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

AVAILABILITY OF FUNDS: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.

TAXES: Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.

SITUS: The place of this contract, its situs and forum, shall be North Carolina, where all matters, sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

INSPECTION AT CONTRACTOR'S SITE: The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson's determination that such equipment/item, plant or other facilities conform with specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

PAYMENT TERMS: Payment terms are Net 30 after receipt of correct invoice or acceptance of goods, whichever is later.

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning of all employees without required to discrimination by reason of race, color, religion, sex, or physical handicap.

STANDARDS: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or reexamination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's Laboratories and / or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

PATENT: The contractor shall hold and save the City of Wilson, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

ADVERTISING: Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.

ACCESS TO PERSONS AND RECORDS: An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.

ASSIGNMENT: No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the City of Wilson may: Forward the contractor's payment check directly to any person or entity designated by the contractor, and include any person or entity designated by contractor as a joint payee on the contractor's payment checks. In no event shall such approval and action obligate the City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

INSURANCE COVERAGE: During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

Worker's Compensation- The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum coverage with minimum limits of \$150,000.00 covering all

of the contractor's employees who are engaged in any work under this contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

Commercial General Liability- General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of the liability.)

Automobile-Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that the Commissioner of Insurance has authorized to do business in North Carolina. The contractor shall at all times comply with terms of any such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days prior notice in writing to the other party. Such notice of cancellation, as shall be required herein, be transmitted via U.S. MAIL, Certified, and Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

QUANTITIES (TERM CONTRACT ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

PRICE ADJUSTMENTS (TERM CONTRACT ONLY): Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.

- a. **Notification:** Must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson reserving the right to reject the increase, or cancel the contract. Such action by the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increases. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

E-VERIFY: Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and ARTICLE 2 of Chapter 64 of the North Carolina General

Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

EVALUATION OF BID: All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.

BID/PROPOSAL PUBLIC RECORD: All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.

RECOMMENDATION OF AWARD: The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.

VENDOR REGISTRATION: All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

1. An authorized representative of the firm signs this proposal.
2. It can obtain insurance certificates as required within 10 calendar days after notice of award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The offeror has attended any mandatory conference/site visit and is aware of the prevailing conditions associated with performing these services.
6. The offeror can and will provide the specified performance bond or alternate performance guarantee.
7. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
8. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services described herein for a cost not to exceed

\$ _____ per hour.

(The City shall not be held liable for any damages to equipment).

LANDFILL TICKETS MUST BE PROVIDED FOR PAYMENT UNDER THIS CONTRACT.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____

DATE: _____

(Typed or printed name)

CITY OF WILSON ACCEPTANCE OF PROPOSAL

BY: _____ TITLE: _____

DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL UNSIGNED PROPOSALS WILL NOT BE CONSIDERED