

**CITY OF ROCKY MOUNT
COMMUNITY DEVELOPMENT DIVISION**

BID REQUEST NO.

8594

DATE: APRIL 12, 2013

**REQUEST FOR BIDS AND PROPOSALS ON
CUTTING OF GRASS/WEEDS/OVERGROWTH, AND
MAINTENANCE OF REDVELOPMENT COMMISSION
PROPERTIES**

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON
THIS FORM**

NOTICE TO BIDDERS: All tax imposed upon any article that you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

CRM

FORMAL BID FOR CUTTING OF GRASS/WEEDS/OVERGROWTH AND MAINTENANCE REDVELOPMENT COMMISION PROPERTIES

LOCATION OF JOB: Vacant lots and Non-Vacant owned by the City (aka flood buy out properties) within the City as assigned by the City's Agent. List of lots are attached in Appendix A. In addition, awarded contracts may be asked to cut properties for owner occupied rehabilitation projects on a case by case basis.

GENERAL REQUIREMENTS

1. Read the specifications including the general and special conditions. Bid prices are to include transportation costs along with any other costs for providing the level of service required to meet the City of Rocky Mount requirements per these specifications.
2. Inspect work sites as listed on "ATTACHMENT A" of these specifications. All bidders are urged to visit locations before submitting a bid. Failure to visit locations does not relieve bidders of honoring their submitted bid prices.
3. Fill out the bid form completely and sign it. The bid form is attached to this package and all blanks must be filled in. Bidders are to return the complete bid package to the Purchasing Office with their bid response. Bidders may make copies of the bid package before submitting their bid to the Purchasing Office.
4. **COMPANIES RESPONDING TO THESE BID SPECIFICATIONS ARE TO RETURN THE ENTIRE BID PACKAGE INTACT AND COMPLETE.** If there is a section you are not submitting a bid on, please mark "NO BID" on that section of the price proposal sheets. Failure to return the complete set of bid specs may result in your bid not being accepted. Bidders may make copies of the bid price responses.
5. Prior to contract award and issuance of a purchase order, the successful bidder will be required to satisfy any outstanding balances owed to the City of Rocky Mount. Failure to address these outstanding balances will be considered grounds to reject the bid and award the contract to the next lowest responsive, responsible bidder.
6. All bid responses are due back to the City of Rocky Mount Community Development Division in a "sealed envelope" by April 30, 2013, 2:00 P.M. Bids may be mailed to: City of Rocky Mount, Community Development Division,

and P.O. Box 1180, Rocky Mount, N.C. 27802. Bids may be delivered to the Community Development Division, located on the second floor of City Hall, Rocky Mount, N.C. Bids received after 2:00 P.M. will be considered as non-responsive and not considered.

SPECIFICATIONS

The following terms and conditions apply to the cutting of grass/weeds from City owned vacant, flood buy out properties within the City.

1. The City will determine how often the grass is to be cut. In most cases this will be when the grass is approximately 10" in height. Grass should be cut to a maximum height of 3." In most cases during the summer months of May through August, grass may have a need to be cut twice a week and once a month during fall and winter months. The City will determine how often grass is to be cut and inform contractor prior to the issuance of the contract.
2. The use of weed trimming/removal equipment will be required around trees, bushes, curbs, utility poles, street signs, and fire hydrants.
3. All collateral debris and trash shall be collected by the contractor, bagged, and placed at the curb for collection by the City of Rocky Mount. Contractor is responsible for coordinating with the City's agent regarding the presence of this material in order to expedite its removal. All limbs not pulverized in the mowing operation must be placed in piles at the curb.
4. Minimum equipment required:
 - A. Two commercial grade 60" finishing mowers (or better) in operational condition at all times.
 - B. Acceptable commercial grade weed trimming equipment
 - C. Other standard lawn maintenance equipment such as loppers and chain saws.

Before this bid is awarded, the City reserves the right to inspect all equipment to be used in performing contract.

5. Under normal conditions grass must be cut no later than seven (7) calendar days after work is assigned. Allowances for bad weather or other unusual circumstances will be determined by the City agent.
6. **There may be occasions in which the contractor may not be able to cut all lots listed due to wet ground conditions. There may also be occasions when lots may be added to or removed from the list due to other circumstances. In such cases the total dollar amount of the contract bid will be divided by the total number of lots and the resulting amount will be used to adjust the amount paid to the contractor on a per lot basis.**
7. No work may be performed on Sunday unless specifically requested by City of Rocky Mount Community Development Division.

8. Questions on this bid should be directed to Pauline High, Community Development at (252) 972-1143.
9. All equipment must have any and all safety devices in operating condition installed on the equipment. This requirement shall be in force also for sub-contractor equipment. Failure to have a sub-contractor's equipment inspected by the City's Agent shall be grounds to terminate the contract.

GENERAL CONDITIONS

1. The contractor awarded the contract shall be ready to start in 72 hours after notification of award. The contract period shall expire no later than January 31, 2014. The City reserves the right to contract for two (2) additional one-year periods if both parties are in agreement and there are no price increases. However, the City reserves the right to cancel the contract at any given time as deemed necessary. The City reserves the right to reject any or all bids and to waive informalities.
2. The total amount of the bid is the complete price and no other charges will be added unless the contract is changed. Any and all contract price changes are to be approved by the City of Rocky Mount Community Development Division.
3. Changes in the work requirements of this contract may be modified based on the best interest of the City and its needs in the cutting of grass/weeds as defined in this contract.
4. Any subcontractor hired by the bidder must be approved by the City's Agent prior to working on any job site. Failure to provide this information and the subcontractors' insurance information may result in termination of the contract.
5. The bidder agrees to indemnify and save harmless the City from any loss, damage or liability caused by the bidder, his employees, or his subcontractors in performing any work in relation to this contract. Any property or other damage caused by the Contractor or his sub-contractor shall be repaired at the Contractors expense before payment of invoices by the City.
6. The bidder agrees to maintain Workers Compensation Insurance as provided in the North Carolina General Statutes for all employees working at the job site whether employed by the bidder or any of his subcontractors. The Company identified as the lowest responsible bidder must be able to provide a Certificate of Insurance, before award, showing all insurances. The City also reserves the right to request work performance references for jobs of this nature performed for other companies and businesses.
7. The bidder agrees to obtain all licensees and permits that may be required along with any needed barricades, lights and other safety equipment. The bidder must also comply with all Federal, City and County rules and regulations pertaining to jobs of this nature.
8. The City agrees to pay the contractor within 30 days of submission of an invoice provided the contractor has performed all services in accordance with the requirements of the specifications. This will be verified by re-inspection by a City agent.

9. The City reserves the right to reject any and all bids and to waive any and all informalities herein and the award shall, if made, be made to the lowest responsive responsible bidder.
10. The bidder awarded the contract agrees not to discriminate in any manner on the basis of race, color, creed, national origin, handicapped status, age, religion or sex with reference to the subject matter of this bid no matter how remote.
11. The City of Rocky Mount will not discriminate against any bidder submitting a bid because of race, creed, color, national origin or handicap.

SPECIAL CONDITIONS

1. The City of Rocky Mount reserves the right to reject any or all bids or to waive any and all informalities herein and the award shall, if made, be made to the lowest responsible bid which best meets the City of Rocky Mount requirements for performing this contract.
2. Any alternates, exceptions or clarifications are to be included with each company's bid response on an additional page.
3. The City of Rocky Mount reserves the right to contract with one or more parties as it deems necessary and in the best interest of the City of Rocky Mount.

SECTION 3 REQUIREMENTS

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects that build and rehabilitate housing; improve roads and community centers; and help families achieve the American Dream. The Section 3 regulation acknowledges that HUD funding typically results in projects/activities that generate new contracting, employment, and other economic opportunities that not only impact bricks and mortar, but also create a multiplier effect for local housing providers and businesses that provide goods and services.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons.

This contract is subject to Section 3 requirements. Firms that choose to use a Section 3 business and or will hire a Section 3 qualified individual as a result of this contract shall

receive additional preferences for review of award for this contract. In addition, firms that qualify as Section 3 will be given additional preferences for scoring for this contract.

Section 3 does not apply on a “per-project” basis, whenever any portion of HUD funding is invested into projects involving housing construction, demolition, rehabilitation, or other public construction (i.e., roads, sewers, community centers, etc.), the requirements of Section 3 apply. Further, contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients. If the recipient agency receives Section 3 covered projects/activities, but no individual contract exceeds \$100,000, the requirements of Section 3 only apply to the recipient. Accordingly, the recipient must attempt to meet the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses.

Given that properties were funded with CBDG and or HOME funds, the City of Rocky Mount will give preference to qualified Section 3 firms.

INSTRUCTIONS TO BIDDERS:

1. COMPLETE PAGES 10-13
2. COMPLETE A W-9 FORM
3. SUBMIT BID BACK IN ACCORDANCE TO BID TIME AND DATE
IN A SEALED ENVELOPE

PROPOSAL

The undersigned bidder agrees to provide materials, equipment and labor to perform the work described in the attached specifications and to perform the work in accordance with all specification requirements for the sum of:

**GRASS CUTTING OF ALL REVELOPMENT AS LISTED IN ATTATCHMENT
"A" (EACH TIME PROPERTIES ARE CUT): \$ _____**

No additional cost may be added to the above sum during the contract period. Should the Contractor awarded the contract see that other costs may need to be considered at a location, the Contractor shall have the costs approved in writing before starting the work. Failure to meet this requirement may result in the cost not being approved for payment.

SIGNATURE: _____

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE () _____

FAX NO. _____

INTERNET ADDRESS: _____

(If applicable)

CONTRACTOR INFORMATION

NAME OF FIRM: _____

TAX ID # _____

YEARS OF EXPERIENCE: _____

ADDRESS OF FIRM: _____

OWNERS FULL NAME: _____

LIST OF EQUIPMENT THAT WILL BE UTILIZED FOR THIS CONTRACT IF AWARDED:

DESCRIPTION OF EQUIPMENT	MODEL/ YEAR

NUMBER OF EMPLOYEES THAT WILL WORK ON THIS CONTRACT IF AWARDED: _____

DOES YOUR FIRM CERTIFY THAT YOU HAVE THE CAPACITY TO COMPLETE CONTRACT IF AWARDED: _____ YES OR NO _____

DO YOU ANTICIPATE HAVING TO HIRE ANY ADDITIONAL PERSONNEL AS A RESULT OF THIS CONTRACT IF AWARDED? IF YES, HOW MANY AND IN WHAT POSITIONS.

DO YOU ANTICIPATE USING A SECTION 3 CONTRACTOR AS A RESULT OF THIS CONTRACT IF AWARDED. IF SO, LIST NAME AND CONTACT OF FIRM.

IS THE ABOVE FIRM CERTIFIED BY THE CITY OF ROCKY MOUNT AS A SECTION 3 FIRM?

_____ yes or no _____

IS YOUR FIRM A MWBE? _____ Yes or No _____

PLEASE DESCRIBE HOW YOUR FIRM MEETS THE DEFINITION OF AN MWBE?

DOES YOUR FIRM HAVE ANY EXISTING GRASS CUTTING CONTRACTS WITH ANY OTHER AGENCY AND OR ORGANIZATIONS, IF SO PLEASE LIST?

PROVIDE THREE REFERENCES

NAME	ADDRESS	PHONE NUMBER	RELATIONSHIP

Affidavit

I _____ representing _____ (firm name) certify that all information submitted as part of this proposals to DEHC is accurate and true. In addition, signing this form, I _____ representing _____ (firm name) certify that _____ (firm name) is not current debarred and or suspended from completing work on any federal project and or locally funded state, federally funded project in the U.S.

Signature

Date

ATTACHMENT A

PROPERTIES INCLUDED IN THIS CONTRACT

Below you will find a list of properties to be cut under this contract. Please visit these locations to assist you in submitting your bid prices.

Please Note: There is “*no guarantee*” that all of these properties will be cut or how often they will be cut.

REDEVELOPMENT COMMISSION PROPERTY LIST

<u>RANK</u>	<u>ADDRESS</u>
1	1201 Anne St
2	600 Arlington
3	411 Atlantic
4	503 Atlantic
5	506 Beal St
6	515 Beal St
7	517 Beal St
8	518 Beal St
9	523 Beal St
10	588 Beal St
11	602 Beal St
12	608 Beal St
13	613 Beal St
14	614 Beal St
15	616 Beal St
16	619, 621, 623 Beal St
17	620 Beal St
18	622 Beal St
19	625, 627, 629, 631 Beal St
20	626 Beal St
21	633 Beal St
22	708 Beal St
23	710 Beal St
24	714 Beal St
25	716 Beal St
26	722 Beal St
27	724 Beal St
28	726 Beal St
29	730 Beal St
30	736 Beal St
31	732 Branch St
32	1300 Branch St
33	609 Center
34	825 Clark
35	1314/1316 Clark

36	603 Cokey Rd
37	925 Cokey Rd
38	1513/1515 Cooper
39	227 Dunn St
40	231 Dunn St
41	721/723 Gay St
42	729/731 Gay St
43	200 N Grace
44	204 N Grace
45	212 N Grace
46	218 N Grace
47	222 N Grace
48	226 N Grace
49	1504 Harper St
50	1541 Harper St
51	1545 Harper St
52	720 Highland
53	520 Holly St
54	600-602 Holly
55	604-606 Holly
56	115-117 N Howell
57	119-123 N Howell
58	200 N Howell
59	204 N Howell
60	206 N Howell
61	217 N Howell
62	221 N Howell
63	1341 Laurel Ct
64	115 Middle
65	210 Middle
66	436 N Pearl
67	310 Pennsylvania
68	129 A,B,C,D Photina Ct
69	206 N Pine
70	210 N Pine
71	643-645 Raleigh Rd
72	526 Shearin
73	308 Smith
74	504 Sunset

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶
-----------	----------------------------

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

City of Rocky Mount Section 3 Commitment

The City of Rocky Mount has a commitment to implementing the requirements of Section 3 as outlined by HUD regulations. Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low and very low income person, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. It is expected that with the funding associated with this contract, that the selected contractor seek to hire, recruit, and or train qualified Section 3 residents and or Section 3 firms. The City will work with the selected contractor to meet all requirements for goals for Section 3 requirements.

Section 3 Compliance:

Your response to the following questions will help the City to determine compliance with the Section 3 Program.

Do you customarily subcontract portions of your contracts?
_____ Yes _____ No

Do you intend to subcontract portions of this contract? _____ Yes _____ No

How do you recruit/notify for new employment opportunities?

How many low to very low income workers has your firm hired over the past two years? _____

How many low to very low income firms has your firm subcontracted with over the past two years? _____

How many if any new employment opportunities will be generated for your firm should you have the need to hire as a result of obtaining this contract? _____

Have you been qualified as a Section 3 firm with the Community Development Division?
_____ Yes _____ No if yes what date: _____

Minority/Women Business Enterprise

The City of Rocky Mount has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of minority business enterprise in our procurement activities. The City provides equal opportunity for all businesses and does not discriminate against vendors regardless of race, color, religion, age, sex, national origin or disability.

MWBE Compliance:

M/WBE PROGRAM COMPLIANCE IN THE PURCHASE OF COMMODITIES AND SERVICES M/WBE UTILIZATION PROPOSAL: The goals for M/WBE participation on this project are set at 10% BBE*, 0% ABE*, 0% HBE*, and 3% WBE*. Your response to the following questions will help the City to determine compliance with the M/WBE Program.

*Note: M/WBE Groups: BBE: Black Business Enterprise; NBE: Native American Business Enterprise; ABE: Asian Business Enterprise; HBE: Hispanic Business Enterprise; and WBE: Women Business Enterprise

Do you customarily subcontract portions of your contracts?

_____ Yes _____ No

Do you intend to subcontract portions of this contract? _____ Yes _____ No

How do you recruit/notify M/WBE firms of contract availability?

List any services in this proposal for which you could seek quotes from minority and/or women owned businesses.

- 1.
- 2.

Is your firm a MWBE firm? _____