



Energy Resources

Request for Proposal #: 320-050226AG

FY27 Lump Sum Tree Trimming & Mowing

Date of Issue: 2/17/2026

Opening Date: 3/17/2026

At 2:00 PM ET

Contract Term: July 1, 2026 – June 30, 2029

Direct all inquiries concerning this RFP to:

Alicia Gaines

Purchasing Associate III

Email: Alicia.Gaines@rockymountnc.gov

Phone: 252-972-1227

Sealed, mailed responses ONLY will be accepted for this solicitation.



ROCKY MOUNT
FINANCE
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Request for Proposal # 320-050226AG

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

“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”



City of Rocky Mount Energy Resources/Electric Division

Refer ALL Inquiries regarding this RFP to:

Alicia Gaines
Purchasing Associate III

Request for # 320-050226AG

Proposals will be publicly opened: 3/17/2026 2:00 PM

Contract Type: Service

EXECUTION

In compliance with this Request for proposals (RFP), 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 proposed, at the prices set opposite each item within the time specified herein. By executing this s, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this , 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 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. **Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent?** **Yes** **No** **If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest.**

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 proposal opening, unless otherwise stated here: days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this 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 Proposal 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).

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1.0 PURPOSE AND BACKGROUND

The City of Rocky Mount Energy Resources is required to maintain and is committed to providing reliable power to the customers that we service on our electrical system. Therefore, Energy Resources is requesting bid prices for performing Tree Trimming Services along the City’s electric distribution system with a company duly licensed and trained for Tree Trimming in proximity to energized electrical conductors. The Company awarded the contract shall be responsible for providing all labor, materials, transportation, and insurance needed to perform the project. The company will be paid on a Lump Sum basis for this work. This bid will be for work that will occur over three fiscal years (July 1, 2026 through June 30, 2029).

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

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.

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.4 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

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

Event	Responsibility	Date and Time
Issue RFP	City	Tuesday 2/17/2026
Mandatory Pre-bid Meeting	City	Tuesday 2/24/2026 10:00 am
Submit Written Questions	Vendor	Tuesday 3/3/2026
Provide Response to Questions	City	Tuesday 3/10/2026

Submit Proposals	Vendor	Tuesday 3/17/2026 2:00 pm
Contract Award	City	TBD
Contract Effective Date	City	July 1, 2026

Mandatory Pre-bid Meeting : It shall be **MANDATORY** that each Contractor representative be present for a pre-bid meeting on Tuesday, February 24, 2026. Attendees shall meet promptly at 10:00 a.m. in the Energy Resources Operations Center conference room located at 628 Albemarle Avenue, Rocky Mount, NC 27804. All attendees must sign in upon arrival and clearly indicate the prospective Contractor represented on the sign-in sheet.

The purpose of this visit is for all prospective Contractor to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Contractor shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Contractor would recognize as affecting the work called for or implied by this bid.

Contractor 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 .

2.4 PROPOSAL QUESTIONS

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

Written questions shall be emailed to Alicia.Gaines@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-050226AG: Questions" as the subject for the email. Questions 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 the City of Rocky Mount Purchasing web-page <https://www.rockymountnc.gov/Bids.aspx>, and the North Carolina Department of Administration website <https://evp.nc.gov/solicitations/> 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 rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

If applicable to this RFP, sealed proposals, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one (1) paper, one (1) photocopy.

All proposals shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but shall be in .PDF or XLS format and shall be capable of being copied to other sources.

Proposal Number: 320-050226AG

Vendor:

Proposal shall be marked on the outside of the sealed envelope with the Vendor’s name, RFP number and date and time of opening. If Vendor is submitting more than one proposal, each proposal shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed proposals from a single Vendor may be included in the same outer package. Do not include proposals for more than one solicitation in the same package.

Vendors shall not modify, alter, or edit any part of this Request for Proposal (RFP) document. Any additional information, clarifications, or exceptions must be provided on a separate sheet of paper and clearly referenced in the . Failure to comply with this requirement may result in disqualification of the proposal.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
PROPOSAL NUMBER: 320-050226AG Attn: Alicia Gaines City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-050226AG Attn: Alicia Gaines City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804

All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or e-mail, in response to this RFP shall NOT be accepted.**

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the City’s website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the City of Rocky Mount regarding this RFP other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City of Rocky Mount Purchasing Office election.

Proposal Opening:

Proposals will be opened and read aloud at the Frederick E. Turnage Administrative Services Complex, Conference Room 1, second floor, 331 South Franklin Street, Rocky Mount, North Carolina 27804 at the date and time specified on the cover sheet and RFP schedule.

2.6 PROPOSAL CONTENTS

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

- a) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING
- c) ATTACHMENT B: TERMS AND CONDITIONS
- d) Completed and signed version of ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.

- c) **QUALIFIED 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, bidder, 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

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

The City reserves the right to make a single award to one Contractor, or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

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

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

<https://www.rockymountnc.gov/DocumentCenter/View/578/Local-Preference-Policy-PDF>

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department , issuing department , other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

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

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning July 1, 2026 – June 30, 2029. The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

Any contract resulting from this solicitation will be subject to annual appropriation of funds by the City Council, and funding levels may vary by fiscal year.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal. The amount bid for the initial annual term is subject to negotiation and adjustment considering CPI after the first year and agreed to by the City.

4.3 INVOICES

- a) Payments: There will be three payments for this contract in each contract year. Payment shall be made upon notification to and satisfactory inspection by the City of Rocky Mount according to the following schedule:
 - a. 25% payment for 40% completion of the annual contract
 - b. An additional 25% payment for completion of an additional 40% of the annual contract
 - c. Final payment upon 100% completion of the annual contract
- b) Trimming for Year 2 and Year 3 will only begin after authorization to proceed from City’s Representative.
- c) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable
PO BOX 1180
Rocky Mount, NC 27802

or

acctpayable@rockymountnc.gov

- d) Payment amounts will be made on a NET 30 day pay period upon submission of an invoice and appropriate pick tickets to support such invoice.

4.4 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for proposals to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when proposals must be received.
- b) Copies of proposals or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of proposals received from all firms submitting proposals for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

4.5 VENDOR EXPERIENCE

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

4.6 REFERENCES

Vendors shall provide at least three (3) different references for which your company has provided Services of similar size and scope to that proposed herein. The city of Rocky Mount shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Contractor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal. If city of Rocky Mount references is provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER
Optional: City of Rocky Mount			

4.7 PERSONNEL

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

4.8 VENDOR’S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

All work performed shall be in compliance with all federal, state, and local regulations, industry standards, the latest revision of ANSI A300 regarding Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and Dr. Alex L. Shigo’s booklet entitled “Pruning Trees Near Electric Utility Lines”. All brushes and logs are to be removed on a daily basis. All work is to be performed during daylight hours 7:00 AM – 5:00 PM Monday through

Thursday excluding City holidays. Otherwise get permission from Tim Phelps, Staking Engineer II. All trimming maps will be provided upon request from Tim Phelp at timothy.phelps@rockymountnc.gov.

All work shall be performed meeting any and all OSHA and NESC requirements for performing work of this nature. Company shall provide any and all traffic cones, traffic signs or other safety equipment necessary for completing the requirements of this contract. Company Crew leader is required to be available by cell phone while working for City of Rocky Mount.

Company shall provide only “qualified employee” or “line-clearance tree trimmers” as defined by OSHA 26CFR1910.269, trained and experienced in trimming, pruning and removal of vegetation near 12.47 kV energized power lines. These workers shall be considered to be “qualified persons” for the purpose of OSHA 1910.331(c) (1). Company shall be responsible for ensuring that their personnel are aware of the minimum approach distances allowed by OSHA and maintain the appropriate approach distance based on the employee’s experience and training. Furthermore, the Company shall ensure their employees are provided with and utilize proper Personal Protective Equipment including but not limited to Flame Retardant clothing which is necessary to minimize or eliminate injuries due to electrical arc flash injuries when working within the arc protection boundary. It is the Company’s responsibility to determine the arc protection boundary and the incident energy levels which the employees will be exposed.

- I. Brush, vines and undesirable vegetation shall be removed or pruned around creek and riverbanks, ditches, fence lines. Trim 4ft around poles, stub poles, guy poles, guy wires and other obstructions. The contractor shall keep all creeks and drainage ditches clear of brush to ensure proper drainage.
- II. A minimum of one crew shall be always working on the contract.
- III. All non-ornamental trees in rural areas that have never been trimmed located beneath the transmission and distribution lines are to be removed that are within the specified trimming clearances. The remaining part of the stump that is left shall not exceed four (4) inches in height in unkempt areas and two (2) inches in kept areas.
- IV. All dead and marked trees are to be removed and hauled away. (Not allowed at City’s dump site) • Clearances: Contractor is to remove all branches that are not greater than 10 inches in diameter at the height of a working bucket (min 60ft) or to the top of pole whichever is greater within the following horizontal or vertical distance from the outermost conductor on the trimming side:
 - a) Transmission Voltage Lines – Thirty Feet (30’) from nearest lines
 - b) Primary Distribution Voltage Lines – Fifteen Feet (15’) from nearest lines
 - c) Guy Span- Distribution Span-Fifteen Feet (15’) from nearest lines Transmission Span Thirty Feet (30’) from nearest lines
 - d) Distribution Secondary Voltage Lines – Six Feet (6’) from nearest lines
 - e) Below Neutral - Six Feet (6’) from nearest lines
 - f) All R-O-W will be trimmed from ground to sky
 - g) The approximate length is 105 miles. It is the contractor’s responsibility to inspect all trees along the designated area to determine the extent of trimming necessary to meet the required clearances. Failure to inspect before submitting a bid price proposal doesn’t relieve the Contractor from performing any and all specification requirements.
 - h) All established Right-Of-Ways are to be mowed to the clearance specifications of trimming.
 - i) The contractor can dump any material that has been chipped up at our local city owned dump site, 394 Arrow Rd, Rocky Mount NC 27804. No trees or large limbs are allowed to be dumped here

Mowing:

All established Right-Of-Ways are to be mowed to the clearance specifications of trimming. The Mowing piece of the contract will consist of 4/5th of the established Right-Of-Ways. It is the Company’s responsibility to inspect all Right-Of-Ways that are to be mowed and determine the extent of mowing necessary to meet the required clearances. Failure to inspect before submitting a bid price proposal doesn’t relieve the Company from performing any and all specification requirements.

Completion Date:

All work in each phase shall be completed before May 30 of that contract year. Should weather conditions prevent tree trimming at any time and may affect the Company's ability to meet the completion date, it should be discussed with and approved by City's Representative.

5.2 PROJECT ORGANIZATION

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

5.3 ACCEPTANCE OF WORK

All the above specifications for Lump Sum Tree Trimming & Mowing are subject to daily inspections by the designated city representative. Failure to meet the standards set forth in these specifications will be noted and discussed with the vendors designated project manager. Failure to remedy issues shall be grounds for the cancellation of this contract. Ongoing failure to consistently meet specifications noted in this RFP shall also be grounds for the cancellation of this contract.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.4 LIQUIDATED DAMAGES

The undersigned agrees, further, that the Owner may retain those amounts indicated below from the amount of Compensation due the undersigned, under the terms of the Contract, for each and every day that the work remains incomplete beyond the completion date specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

No Contractor shall have a claim against the Owner as a result of other construction Contractor's lack of progress or project completion.

The liquidated damage amount is \$1,500.00 per day for days exceeding the agreed upon completion date.

5.5 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. If the contract awarded to the winning bidder is terminated by the City prior to its expiration for any reason, the contractor shall be responsible for all costs incurred by the City to complete the remaining work, including but not limited to payments to any replacement vendor, at the City's sole discretion.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

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

6.3 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

6.5 CITY'S RIGHTS AND OPTIONS

The City reserves the following rights, which may be exercised at the City's sole discretion:

- To supplement, amend, substitute or otherwise modify this RFP at any time;
- To cancel this RFP with or without the substitution of another RFP;
- To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
- To issue additional requests for information;
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each Service Provider;
- To waive any defect or irregularity in any received;
- To reject any or all proposals;
- To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the proposals including but not limited to financial terms; and
- To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding

ATTACHMENT A: PRICING

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

ITEM #	DESCRIPTION	EXTENDED PRICE
1	Trimming - Year 1 (Zone 5)	\$
2	Trimming - Year 2 (Zone 1)	\$
3	Trimming - Year 3 (Zone 2)	\$
Total Trimming		\$
4	Mowing - Year 1 (4/5 ^{ths} of ROW System)	\$
5	Mowing - Year 2 (4/5 ^{ths} of ROW System)	\$
6	Mowing - Year 3 (4/5 ^{ths} of ROW System)	\$
Total Mowing		\$

TOTAL PROPOSAL FOR BOTH Dollars \$

ATTACHMENT B: ACCEPTANCE OF TERMS & CONDITIONS

Review Terms and Conditions: General at <https://www.rockymountnc.gov/316/Vendor-Registration> Terms and conditions on the vendor webpage that do not apply to this bid: Federal UG Terms, FEMA Contract Provisions, Sample Contract Terms.

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

ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #a and #b 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: [REDACTED]

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.

<https://www.rockymountnc.gov/316/Vendor-Registration>