



CITY OF ROCKY MOUNT

PUBLIC WORKS

Request for Proposal #: 320-030522RP

Commercial Property Demolition

Date of Issue: 5/6/2022

Proposal Opening Date: 5/20/2022

At 4:00 PM ET

Direct all inquiries concerning this RFP to:

Ramona Plemmer

Email: Ramona.Plemmer@rockymountnc.gov

Phone: 252-972-1226

Attendance of bidders at pre-bid meeting on the job site is required. No bids will be accepted from any vendor not represented at the pre-bid meeting.



Request for Quote # 320-030522RP

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 Development Services

Refer **ALL** Inquiries regarding this RFP to:

Ramona Plemmer
Senior Purchasing Technician

Request for Proposal # 320-030522RP

Proposals will be publicly opened: 5/18/22

Contract Type: Service

EXECUTION

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or City department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. **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 quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of quote opening, unless otherwise stated here: days.

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR CITY USE ONLY: Offer accept, and Contract awarded this \$_____ day of _____, 20__ as indicated on the attached certification, by _____ Purchasing Manager.

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

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1.0 PURPOSE AND BACKGROUND

The City is requesting a price for the demolition and cleanup of five (5) commercial structures listed under the scope work section of these specifications.

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

****Attendance of bidders at pre-bid meeting on the job site is required. No bids will be accepted from any vendor not represented at the pre-bid meeting. ****

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. Vendor may attach its proposal to this RFP for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor's proposal shall be disregarded and shall not be considered apart of any contract arising from this RFP. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's proposal invalid, and it shall not be considered.

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	Friday 5/6/2022
Site Visit	City	Tuesday 5/10/2022 10:00 am
Submit Written Questions	Vendor	Friday 5/13/2022
Provide Response to Questions	City	Monday 5/16/2022

Submit Proposals	Vendor	Friday 5/20/2022 4:00 pm
Contract Award	City	TBD

Site Visit: Contractor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Contractor would recognize as affecting the performance of the work called for in this proposal.

Site visit attendees will meet at 211 E. Thomas St. (Service station parking lot corner of E. Thomas and Atlantic), Rocky Mount, NC. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.4 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 Ramona.Plemmer@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-030522RP: 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 <http://www.rockymountnc.gov/services-finance-bids/> and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall 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 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.

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: 320-030522RP Attn: Ramona Plemmer City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-030522RP Attn: Ramona Plemmer 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 IPS 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, first floor atrium, 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) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) 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).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION
- g) 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

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4.0 REQUIREMENTS

4.1 PRICING

4.3 INVOICES

- #### 4.4 MWBE GOOD FAITH EFFORTS

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the bid and subcontract documents available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **7 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **8 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **9 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

4.5 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 quotes 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 quotes must be received.
- b) Copies of quotes 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 quotes received from all firms submitting quotes 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.

4.6 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 quote. 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

- a) As time is of the essence, the Contractor awarded this bid shall be prepared to start demolition on this structure within thirty (30) calendar days of the issuance of the Purchase Order. It is further required as part of the condition of the contract, that demolition be completed and that the site be cleaned up and stabilized within thirty (30) calendar days of initiating demolition. Overall, the Contractor shall complete the work within a total of forty-five (45) calendar days from issuance of the Purchase Order. The contractor will be required to

- b) The demolition process will include the removal of ALL debris from the demolition area, i.e., all rocks, masonry, and wood/metal scraps. The demolition area will be raked clear/smooth of ALL debris. Any concrete slabs or pads will remain on-site. The Contractor shall backfill and compact all excavated areas with sand-clay and dress off and fill in all low spots with topsoil in order to provide positive drainage within the limits of the work area and shall grade, reseed, and straw the demolition area and any other areas disturbed during completion of the work. Reseeding is to be done with Kentucky Fescue seed. (The result of this effort will create an area that can easily be maintained with standard residential yard maintenance equipment.) The demolition process must include dust control. This process must be accomplished with the use of at least a 1" hose with a nozzle producing a fog spray pattern sufficient to maintain adequate dust control.

NOTE: The Demolition Contractor must remove any trees damaged during the demolition process.

- c) The Contractor awarded the bid shall be responsible for all equipment, labor, and materials needed to demolish the property and the hauling of materials to disposal site. If present, the contractor will not be allowed to stage equipment or cross a box culvert located on or immediately adjacent to the property. Disposal of materials is to be done in accordance with all Federal, State, and Local laws and must be at a State approved landfill. Copies of the waste manifest bills from the landfill must be supplied at the time you submit your bill for payment of the demolition. Payment will not be made until such time as these manifests are provided to the city by the contractor.
- d) Demolition Contractor must secure a state form DHHS-3768 "Asbestos Permit Application and Notification for Demolition/Renovation" from the State of North Carolina. Upon receipt of the state permit, a copy must be included with the demolition permit application issued by the City of Rocky Mount.
- e) For each day in excess of the deadline, the Contractor shall pay the City the sum of \$100 per day as liquidated damages. Liquidated damages shall be compensation for damages suffered by the City and shall not be interpreted as a "fine" or "penalty". No additional payment or bonuses shall be made for completion of the contract in less than the noted time period.
- f) The City of Rocky Mount inspects, conducts asbestos surveys, and obtains sample tests for asbestos containing materials in all properties prior to demolition unless the structure has been substantially damaged by fire or other catastrophe which would prevent entering the structure or not allow for definitive sampling.
- g) The City of Rocky Mount will provide copies of asbestos surveys to demolition contractor for permitting purposes with the North Carolina Department of Health and Human Services.
- h) Before award of this contract to the low bidder, the Contractor shall provide a "Limits of Insurance Coverage" form to the Purchasing Department.
- i) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, loss, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the work, provided that any such claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease, or death, or to injury destruction of property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claims, damages, loss, and expenses are caused in part by any party indemnified hereunder.

- j) The City of Rocky Mount reserves the right to reject any and all bids or to re-advertise should the need arise.

In addition to the removal of these structures (and the contents) at the locations listed in this proposal, special conditions/exceptions will apply:

- 1) Any concrete slabs or pads at a reasonable grade level with the surrounding area shall remain.
- 2) Underground storage tanks will remain.
- 3) No demolition to occur on or around the underground culvert without the presence of a designated city representative.
- 4) Any demolition work in the immediate vicinity of the culvert shall be completed in such a manner that pulls walls, roofs, structural members, debris, etc. away from the culvert. Any and all efforts must be made to prevent C&D material from the top of the culvert.

PROPERTIES TO BE DEMOLISHED

All asbestos containing material to be removed and structures demolished down to, but not including concrete slabs. Areas without concrete slabs or pads will be graded and smoothed to a level or grade of the concrete slabs or pads.

- 1) 200 Rose St (PIN: 385070224900)
- 2) 210 Rose St (PIN: 385070325500)
- 3) 120 Atlantic Ave (PIN: 385070441100)
- 4) 211 E. Thomas St (PIN: 385070444700)
- 5) 171 Albemarle Ave (PIN: 385070249400)

5.2 VENDOR'S REPRESENTATION

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

Attachments to this RFP begin on the next page.

ATTACHMENT A: PRICING

All labor costs, direct and indirect, shall have been determined and included in the quote. The cost and availability of all equipment, materials, and supplies associated with performing the services described in the scope of work shall have been determined and included in the quote.

TOTAL BASE PROPOSAL: **Dollars \$**

Contractor availability: Proposed project start date may be ,20 with a completion date of , 20.

ATTACHMENT B: ACCEPTANCE OF TERMS & CONDITIONS

City of Rocky Mount General Terms and Conditions

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

☐

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

This Space Is Intentionally Left Blank

HISTORICALLY UNDERUTILIZED BUSINESSES

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 #1 and #2 below.

- If so, state HUB classification: _____

<https://rockymountnc.gov/services-finance-vendor-registration/>

ATTACHMENT D: IDENTIFICATION OF SUBCONTRACTORS

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

CERTIFICATION BY PRIME CONTRACTOR:

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

Contractor

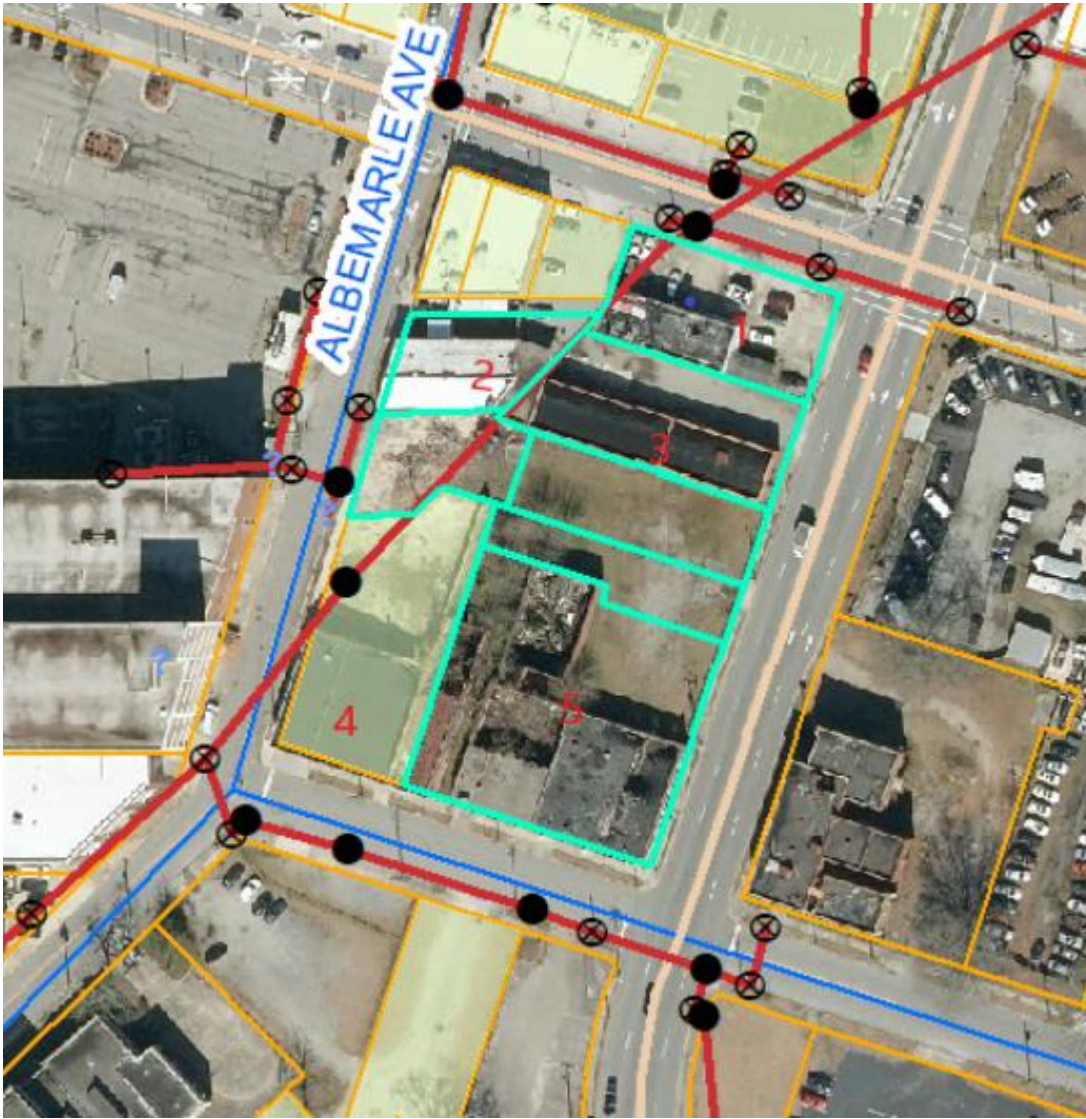
By: _____
Signature & Title

Date: _____

Approved: CITY OF ROCKY MOUNT

By: _____

Date: _____

**NOTES:**

1. Sites 1-5 will be demolished. Site 1 contains an underground storage tank, which is filled, closed and not to be removed.
2. The red line through sites 1-4 indicate an underground culvert, which will be marked with flags before the pre-bid meeting and during the demolition.
3. Bldg 1: approximately 1500 sf of roofing over the service station office and first 2 service bays (hot). There is a clear delineation of the 2 roof lines and roofing materials used.
4. Bldg 2: 3600 sf of 9x9 brown linoleum floor tile and mastic (hot)
5. Bldg 3: clean
6. Bldg 4: 9800 sf roofing tar, layer 1 of 2 layers (hot)
7. Bldg 5: 9x9 green linoleum floor tile and mastic (hot); total square footage difficult to ascertain as a portion of the roof is collapsed into the front building and the entire roof is collapsed into the rear building.

