



City of Wilson, NC.

Request for Proposals #: 2022-28

“Toisnot WTP Valve Actuator Upgrades”

Date of Issue: 08/18/2022

Proposal Opening Date: 09/06/2022 @ 2:00 pm

Direct all questions for this RFP to:

Ricky Wilson

Purchasing Manager

Email: rwilson@wilsonnc.org

CONTENTS

ADVERTISEMENT FOR BIDS.....	
1.0 GENERAL INTRODUCTION.....	
2.0 INSTRUCTIONS TO BIDDERS	
3.0 RFP INFORMATION.....	
4.0 METHOD OF AWARD AND PROPOSAL EVALUATION.....	
5.0. REQUIREMENTS	
6.0 SCOPE OF WORK	
ATTACHMENT A: PRICING.....	
ATTACHMENT B: GENERAL TERMS AND CONDITIONS.....	
ATTACHMENT C: FEDERAL U.G. CONTRACT PROVISIONS.....	
ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION.....	
ATTACHMENT E: HUB / MWBE INFORMATION.....	
ATTACHMENT F: EXECUTION OF BID	

ADVERTISEMENT FOR BIDS

Per NCGS 143-129 sealed bids for **Toisnot WTP Valve Actuator Upgrades**, CITY OF WILSON BID NUMBER **2022-28**, will be received from providers/contractors by the City of Wilson, Purchasing Office (hereinafter call the "City") in the Purchasing Office at the City Operations Center 1800 Herring Avenue, Wilson, North Carolina 27893 until 09-06-22 @ 2:00 pm. at which time and place all bids received will be publicly opened and read aloud.

Proposals must be enclosed in a sealed envelope addressed to Ricky Wilson, Purchasing Manager, City of Wilson. The project name and bid number as well as the name, address and license number of the Bidder must be plainly marked on the outside of the envelope.

The City reserves the right to reject any and all bids and to waive any informality. The City will not discriminate against any bidder submitting a bid because of race, creed, color, national origin or handicap.

Complete Bidding Documents may be obtained at the City of Wilson Purchasing web site located at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=6cb6feea-36f1-43a9-ae1b-61fdecb8b52b>

1.0 General Introduction

The City of Wilson is requesting proposals for Toisnot WTP Valve Actuator Upgrades Wilson, NC. 27893. **Site inspection is available by contacting David Staab by phone at (252)-399-2376 or by e-mail at dstaab@wilsonnc.org**

2.0 Instructions to Bidders

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- A. The bid forms furnished by City of Wilson with the proposal shall be used and shall not be altered in any manner unless instructed to provide alternate.

- B. All entries on the bid form, including signatures, shall be written in ink.
- C. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ***Unit prices must be limited to TWO decimal places. ***
- D. Information needs to be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid times the quantity for that item and shall be written in figures in the appropriate column in the form.
- E. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- F. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use White Out or similar product to make corrections.
- G. The bid shall be properly executed. All bids shall show the following information: a. Name of individual, firm, corporation, partnership, or joint venture submitting bid. b. Name of individual or representative submitting bid and position or title. c. Name, signature, and position or title of witness. d. Federal Identification Number e. Contractor's License Number f. Bids submitted by corporations shall bear the seal of the corporation. g. The bid shall not contain any unauthorized additions, deletions, or conditional bids. h. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE PURCHASING OFFICE –ATTN: RICKY WILSON, CITY OF WILSON– PURCHASING DIVISION, 1800 HERRING AVE., WILSON, NORTH CAROLINA, BY THE PROPOSAL OPENING DATE AND TIME.
- I. The sealed bid must display the following information on the front of the sealed envelope: Vendor Name, RFP Number, and Due Date.

3.0 RFP Information

3.1 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.

3.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the City's'/General terms and conditions, any and all Federal Provisions, 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 below. 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 with an addendum. 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.**

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the City may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the City regarding this RFP other than the City Purchasing Representative 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.

3.3 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	08-18-2022
Submit Written Questions by end of day	Vendor	08-25-2022
Provide Response to Questions	City	08-26-2022
Submit Proposals	Vendor	09-06-2022 @ 2:00 pm
Contract Award	City	TBD

3.4 PROPOSAL QUESTIONS

Written questions shall be e-mailed to rywilson@wilsonnc.org by the date and time specified above. Contractors will enter RFP Title – Questions RFP# as the subject for the email. Questions

received prior to the submission deadline date, the Purchasing Representative and any additional terms deemed necessary by the City of Wilson will be posted in the form of an addendum to the **City of Wilson website:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=6cb6feea-36f1-43a9-ae1b-61fdec8b52b> and/or the **North Carolina 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 concerning this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP. Inquiries submitted no later than the date and time noted in the project schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

3.5 PROPOSAL SUBMITTAL INSTRUCTIONS

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected.

- a) **Submit one envelope, 1 original RFP with signature and any other documents that are requested or needed for complete evaluation of software package.**
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery: City of Wilson Attn: Purchasing 1800 Herring Ave. E Wilson, NC. 27893. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

3.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature or notary 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: GENERAL TERMS AND CONDITIONS
- d) Signed - ATTACHMENT C: FEDERAL U.G. TERMS AND CONDITIONS
- e) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

- f) Completed and signed version of ATTACHMENT F: HUB/MWBE INFORMATION
- g) Attachment G: EXECUTION OF BID

4.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

4.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to single Vendor the City reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items 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.

4.2 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 agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, department head, members of the city council and/or mayor'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 agency 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.

4.3 PROPOSAL EVALUATION PROCESS

The City shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

- Proposals will be received from each responsive Vendor according to the method of submission specified.
- All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.
- At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.
- Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.
- Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the City reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the City.

4.4 EVALUATION CRITERIA

Evaluation will be made by the conformity to meeting all of the specifications as it relates to the lowest responsive responsible bidder. The purchasing and responsible department team at the City of Wilson will be reviewing proposals to verify this information to be accurate.

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the City:

4.5 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the project 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.

5.0 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.

5.1 CONTRACT TERM

The contracts terms shall be accepted and completed as per the Scope of Work in section 6.0 of this document once awarded to the vendor by the City via Purchase Order.

5.2 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.

5.3 INVOICES

- a) Invoices are preferred to be submitted to the following e-mail address: cowaccts@wilsonnc.org . If that is not an option, then by mail to:

City of Wilson (Attn: Accounts Payable)

PO Box 10

Wilson, NC. 27894

- b) Invoices must bear the correct purchase order number to ensure prompt payment. **The Vendor's failure to include the correct purchase order number may cause delay in payment. **
- c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

5.2 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The City is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

5.3 REFERENCES AND VENDOR EXPERIENCE

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

5.4 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 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. 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.

6.0 SCOPE OF WORK

The City of Wilson is requesting sealed proposals for the replacement of its filter valve actuators on eight filter units at the Toisnot Water Treatment Plant. The installed actuators are circa 1977 Pratt MDT style pneumatic operators operated remotely from the floor above. Replacements

shall be electrically operated models manufactured by Auma or equivalent as listed below. The scope includes, but not limited to, the following major elements: Removal and disposal of existing actuators, supplying the required 40 Auma or equivalent actuators as listed, installing and wiring said actuators while providing all material required for the mechanical and electrical installation adhering to all codes, painting of the actuators and valves with the color scheme below, and commissioning / startup services. Provide three copies of installation / operation / maintenance manuals for each model installed along with wiring diagrams for each unit installed. Proposals will include all equipment and material for a complete job including shipping costs. Work can be done on four filter units at a time.

QTY: 8 Application: 4" Rewash

AUMA or equivalent SQ05.2/AM01.1, 120V/1PH/60HZ, 2GTLS-12, O/C TORQUE SWITCH, SIDE MOUNTED HANDWHEEL, CAST IRON HOUSING, THERMALLY PROTECTED MOTOR, MATIC, REVERSING STARTER, POWER SUPPLY, LOGIC BOARD, INTERFACE, L/O/R, O/S/C, 3 LIGHTS, NEMA 4/6, DOUBLE SEAL, MACHINED SPLINE AND MOUNTING PLATES FOR EXISITING BFV.

QTY: 8 Application: 10" Effluent

AUMA or equivalent SQR12./AC01.2, 120V/1PH/60HZ, MWG (4-20MA IN & OUT)TORQUE SENSE, SIDE MOUNTED HANDWHEEL, CAST IRON HOUSING, THERMALLY PROTECTED MOTOR, MATIC, REVERSING STARTER, POWER SUPPLY, LOGIC BOARD, POSITIONE, L/O/R, O/S/C, 4 LIGHTS, NEMA 4/6, DOUBLE SEAL, MACHINED SPLINE AND MOUNTING PLATES FOR EXISITING BFV.

QTY: 8 Application: 14" Influent

AUMA or equivalent SA07.6/G63/AM01.1, 120V/1PH/60HZ, 2G TLS-12, O/C TORQUE SWITCH, SIDE MOUNTED HANDWHEEL, CAST IRON HOUSING, THERM PROTECTED MOTOR, MATIC, REVERSING STARTER, POWER SUPPLY, LOGIC BOARD, INTERFACE, L/O/R, O/S/C, 3 LIGHTS, NEMA 4/6, DOUBLE SEAL, MACHINED SPLINE AND MOUNTING PLATES FOR EXISITING BFV.

QTY: 8 Application: 12" Waste

AUMA or equivalent SA07.6/G63/AM01.1, 120V/1 PH/60HZ, 2G TLS-12, O/C TORQUE SWITCH, SIDE MOUNTED HANDWHEEL, CAST IRON HOUSING, THERM PROTECTED MOTOR, MATIC, REVERSING STARTER, POWER SUPPLY, LOGIC BOARD, INTERFACE, L/O/R, O/S/C, 3 LIGHTS, NEMA 4/6, DOUBLE SEAL, MACHINED SPLINE AND MOUNTING PLATES FOR EXISITING BFV.

QTY: 8 Application: 12" Backwash

AUMA or equivalent SQR12./AC01.2, 120V/1 PH/60 HZ, MWG (4-20MA IN & OUT) TORQUE SENSE, SIDE MOUNTED HANDWHEEL, CAST IRON HOUSING, THERMALLY PROTECTED MOTOR, MATIC, REVERSING STARTER, POWER SUPPLY, LOGIC BOARD, POSITIONE, L/O/R, O/S/C, 4 LIGHTS, NEMA 4/6, DOUBLE SEAL, MACHINED SPLINE AND MOUNTING PLATES FOR EXISITING BFV.

Coating of actuators and valves shall be two coats of Sherwin Williams B54 Industrial Enamel Gloss or approved equivalent. Of course no product labels or tags shall be painted.

Colors:

Rewash	SW4073 Recycled Red
Effluent	SW4064 Turbine Blue
Influent	SW4085 Safety Green
Waste	SW4014 Cantilever Tan
Backwash	SW4053 Cool Blue

6.1 ACCEPTANCE OF WORK

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.

6.2 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

For each day in excess of the deadline the Contractor shall pay the City the sum of \$100 per day for liquidated damages.

6.3 WARRANTIES

Vendor warrants to the City that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of City's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include

transportation costs free of any charge to the City. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the City all third party warranties applicable to such deliverables. Vendor warrants that the City has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

6.4 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. A claim by the City shall be submitted in writing to the Vendor. 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.

6.5 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.

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ATTACHMENT A: **PRICING REQUIRED**

Include all pricing per the scope of work (section 6.0 above) in the format below to include pricing for each property.

Materials

\$ _____

Installation/Labor

\$ _____

Subtotal

\$ _____

Sales Tax

\$ _____

Grand Total (Materials, Installation / Labor plus taxes)

\$ _____

The remainder of this page intentionally left blank

ATTACHMENT B: GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
7. **NON-DISCRIMINATION:**
 - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:
- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.
14. **INSURANCE:**
- COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
 - b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
 - c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The

minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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

15. **GENERAL INDEMNITY**: The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
16. **CONFIDENTIALITY**: Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
17. **COMPLIANCE WITH LAWS**: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **ENTIRE AGREEMENT**: This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

19. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
20. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear

explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

21. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
22. **E-VERIFY**-Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.
23. **IRAN DIVESTMENT ACT CERTIFICATION** – Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
24. **EVALUATION OF BID**: All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
25. **BID/PROPOSAL PUBLIC RECORD**: All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
26. **RECOMMENDATION OF AWARD**: The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
27. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
28. **INSPECTION AT VENDOR'S SITE**: The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
29. **PRICE ADJUSTMENTS**: A requested price increase may only become effective after approval of the Purchasing Manager in writing. Price increases will need to have sufficient justification as to the

reason why the increase is being requested. The City will need 30 days written notice before price increases can become effective, failure to notify the City of a price increase will result in payment of invoice at prior written contracted/agreed upon pricing until the conditions are met. A price decrease will only need to be communicated to the Purchasing Manager for documentation purposes.

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

The remainder of this page intentionally left blank

ATTACHMENT C: FEDERAL U.G. CONTRACT PROVISIONS *(signature needed below)*

1. **REMEDIES.** The City shall have the right to declare default of the contract for breach by the Contractor of any material term or condition of the contract as determined by the City. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the contract by the completion date; unsatisfactory performance of the work; refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 calendar days after entry thereof; and making an assignment for benefit of creditors.
2. **TERMINATION FOR CAUSE AND CONVENIENCE.** The City may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the City be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will pay Contractor at the rate set out in Section 2.1 for all services performed as of the date of termination.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or

charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **DAVIS-BACON ACT.** Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, contractors are required to pay wages not less than once a week.

5. **COPELAND ANTI-KICKBACK ACT.** Compliance with the Copeland "Anti -Kick back" Act
 - a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City of Wilson shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

- a. Applicability. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the

definition of "funding agreement."

- b. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Wilson and understands and agrees that the City of Wilson will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- d. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- e. The contractor agrees to report each violation to the City of Wilson and understands and agrees that the City of Wilson will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- f. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **DEBARMENT AND SUSPENSION.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Wilson. If it is later determined that the contractor did not comply with 2 C.F.R.

pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Wilson, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **BYRD ANTI-LOBBYING AMENDMENT.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and

disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

11. **PROCUREMENT OF RECOVERED MATERIALS.**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **DOMESTIC PREFERENCES FOR PROCUREMENT**

The contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

13. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The products and services supplied and or provided meet the conditions of 2 CFR part 200.216, which prohibits use of certain telecommunications and video surveillances services or equipment.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT E: HUB / MWBE 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 of Wilson 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.

- 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: _____

MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals. We encourage all Bidders even MWBE/HUBs to obtain the goal where subcontracting and supplier opportunities exist.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

ATTACHMENT F: EXECUTION OF BID

EXECUTION OF BID

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

An authorized representative of the firm signs this BID.

It can obtain insurance certificates as required within 10 days after notice of award.

The cost and availability of all equipment, materials, supplies associated with performing the services described herein have been determined and include in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror can and will provide the specified performance bond or alternate performance guarantee if required.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

LICENSE NUMBER: _____ TELEPHONE NUMBER: _____

E-MAIL: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Typed or printed name)

**THIS PAGE MUST BE SIGNED ABOVE AND INCLUDED IN YOUR BID.
UNSIGNED BIDS WILL NOT BE CONSIDERED! LEAVE BELOW BLANK FOR CITY.**

ACCEPTANCE OF BID - CITY OF WILSON

BY: _____ TITLE: _____ DATE: _____

****City of Wilson Purchase Order Number needed to begin work, submit invoices, and obtain payment****