



REQUEST FOR PROPOSALS: RFP# 2023-04

TITLE: ELECTRIC LINE CLEARANCE SPRAYING

ISSUING AGENCY: CITY OF WILSON (Attn: Purchasing)
P.O. BOX 10
WILSON, NC 27894-0010

ISSUE DATE: 2/6/2023

OPENING DATE: 2/22/2023 at 2:00pm

SCOPE: The City of Wilson is accepting bids for performing electric line clearance spraying along the City's electric distribution system (SW quadrant) on a lump-sum basis based on the below specific requirements and information in this document.

Instructions to Bidders: Indicate FIRM NAME, TITLE (above), and RFP number (above) on the front of each sealed proposal envelope or package.

Sealed proposals, subject to the terms and conditions made a part hereof will be received until 2:00 p.m. on the opening date (above) in the office of the Purchasing Division, Operations Center, Purchasing Division / Warehouse, 1800 Herring Ave., Wilson, NC (Building 200).

NOTE: This contract contains a clause for liquidated damages, this can be found in the Terms and Conditions section of this RFP, number (30).

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

Direct all inquiries concerning this RFP to: Ricky Wilson
rvwilson@wilsonnc.org

SUBMISSION OF A BID IN RESPONSE TO THE REQUEST CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THE REQUEST

Bidders may hand deliver RFPs to the Purchasing Office, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method allow ample time for delivery.

ELECTRIC LINE CLEARANCE SPRAYING SPECIFICATIONS

1. General

- 1.1. Perform electric line clearance spraying along the electric distribution and transmission system on a lump-sum basis. The area to be sprayed is the southwest quadrant of the electric distribution system with approximately 212.17 circuit miles and all of the 115 kV transmission system with approximately 3.55 circuit miles. See the maps on the RFP website.
- 1.2. Company shall be licensed to spray and experienced doing so around electrical conductors energized at 12.47/7.2 kV and 115 kV.
- 1.3. All work performed shall be in compliance with any and all OSHA and NESC requirements for performing work of this nature, all federal, state, and local regulations, industry standards, the latest revision of ANSI A300.
- 1.4. The Company awarded the contract shall be responsible for providing all labor, equipment, materials, transportation and insurances necessary to perform the work and shall provide any and all traffic cones, traffic signs or other safety equipment necessary in performing the requirements of this contract.
- 1.5. Work shall begin in mid to late May.
- 1.6. All work is to be performed during daylight hours Monday through Friday and other days as approved.
- 1.7. Completion Date: All work shall be completed before the first frost of fall or liquidated damages will apply.

2. Employee Qualifications

- 2.1. The workers performing herbicide application shall be permitted as required by local, state and federal laws and have experience spraying vegetation near 12.47/7.2 kV and 115 kV energized power lines.
- 2.2. The contractor shall employ or engage only well-established, skilled operators trained, experienced, and normally employed in the specialty of herbicide application.
- 2.3. All PPE required by the herbicide labels must be supplied by the contractor.

3. General Specifications

- 3.1. The contractor shall use the following herbicide mixes which are appropriate for the areas where they will be applied.
 - 3.1.1. Upland Foliar Application: 0.4% Arsenal AC, 0.5% Method, 0.5% Trycera, 6oz. Escort XP/100, 1.0% Fact.
 - 3.1.2. Aquatic Foliar Application: 4% Aquamaster, 0.4% Arsenal AC, 0.5% Trycera, 1.0% Fact.
 - 3.1.2. Stump/Basal Treatment: 20% Trycera, 1.0% Arsenal AC, 1.0% Method, 77% Aquamix Oil Plus.
- 3.2. Applications will be completed with a low volume spraying unit via foliar, cut stump or hack and squirt methods.
- 3.3. All areas in and around structures are to be treated. This will include all stub poles and associated guy wires. Vines growing up the poles and guy wires shall be sprayed. A minimum 10-foot radius from the center of the pole or anchor rod shall be sprayed if the vines extend that far. If the vines have grown too high for the spray to be effective, the contractor shall cut the vine.
- 3.4. Special caution shall be practiced near homes, pastures, water sources and areas of the right of way that are used for growing food, wildlife crops, specialty plants like sod, wildflowers, plant/tree nurseries, etc. Only backpack spraying or injection are allowed in these areas.
- 3.5. The contractor shall provide Safety Data Sheets (SDS) sheets for all chemicals to be used on the system.
- 3.6. The contractor shall handle, store, apply and dispose of chemicals in a safe manner in accordance with all local, state and federal laws governing the use, disposal and application of chemicals.
- 3.7. The contractor shall be responsible for all spills of materials that may be considered hazardous or toxic and conform to federal, state and local rules concerning the transporting, handling and use of such materials.
- 3.8. The contractor must provide spill control equipment such as plastic barrels, absorbent material, brooms and shovels. The equipment must be available at all times while storing or transporting herbicides.
- 3.9. The contractor is responsible for any accidents (either to persons or property) and for any damage to adjacent work or property. This

responsibility applies to all accidents and damage, either direct or indirect, for which Wilson Energy might otherwise suffer.

- 3.10. Any property damage done shall be immediately reported to Wilson Energy's designated representative. The contractor has sole responsibility of coordination and execution of the necessary repairs.
- 3.11. Wilson Energy reserves the right to use other resources and deduct the cost of repairs from the contract if repairs are not made in a timely manner.
- 3.12. A portable eyewash station and/or multiple eyewash bottles must be on the job site at all times.
- 3.13. The contractor's supervisor must ensure the proper chemical and application method are used to prevent damage to crops, ornamental plants and other non-target species. The contractor is solely responsible for off-site damages resulting from the use or misuse of chemicals.
- 3.14. The contractor shall make all provisions necessary for water supply. Water from landowners, ponds, streams and lakes, etc., is not acceptable.
- 3.15. The contractor's supervisor shall contact the Wilson Energy representative each morning to let them know the approximate crew locations for the day.

4. Payments

- 4.1. There will be three payouts for this contract once completion of the contract has been approved and accepted by the City of Wilson.
 - 4.1.1. 25% payment at 40% completion
 - 4.1.2. 25% payment at 80% completion
 - 4.1.3. Remaining 50% payment at 100% completion

5. Bid Price (Also fill in Total Price on Execution of Bid page)

\$ _____

GENERAL TERMS AND CONDITIONS

1. **DEFAULT:** 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.
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. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org
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:** *A copy of Contractors Insurance Certificate is required to be submitted upon award.*

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 document and any others incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This document, 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. **LIQUIDATED DAMAGES:** Liquidated damages are \$1,000 per calendar day for this contract and are an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure on the Contractor to complete the work within the specified time of completion.
31. **VENDOR REGISTRATION:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link. A copy of the vendors W-9 is required to be uploaded to the website or send to rvwilson@wilsonnc.org

Vendor Registration Link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

STATE OF NORTH CAROLINA
AFFIDAVIT
COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer 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 authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.
(mark Yes or No)
a. YES _____, or b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This _____ day of _____, 2022.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____ day of _____, 2022.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

REFERENCES

COMPANY NAME _____

Indicate below three agencies for which you have provided tree trimming services within the past three years:

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

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

Electric Line Clearance Spraying RFP# 2023-04

***TOTAL PRICE*:** _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ **TITLE:** _____ **DATE:** _____

(Typed or printed name)

(Signature)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR BID, UNSIGNED BIDS WILL NOT BE CONSIDERED!

ACCEPTANCE OF BID - CITY OF WILSON

BY: _____ **TITLE:** _____ **DATE:** _____

Contractor certifies that as of this date, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance the contract any subcontractor that is identified on the Final Divestment List.