



ADVERTISEMENT

**City of Wilson
Wilson, North Carolina**

“Wood Distribution Poles”

Bid # 2022-39

Due: January 3rd 2023 @ 3:00 pm

Sealed proposals endorsed **“Wood Distribution Poles 2022-39”** to be furnished to the City of Wilson, Wilson, North Carolina, **will be received by the City of Wilson Purchasing Manager, until January 3rd 2023 @ 3:00 P.M.** This contract is expected to be awarded for either a 3 month or a 6 month period depending on which is in the best interest of the City, but may be renewed subsequent months without price escalation and upon the mutual agreement of both parties. A copy of the Invitation to bid can be found on the City website and also the North Carolina Interactive Purchasing website.

Specifications may be obtained from the office of the Purchasing Manager, Purchasing Division, 1800 Herring Avenue, Wilson, North Carolina.

The City of Wilson reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the City reserves the right to make the award in the best interest of the City of Wilson.

Instructions to Bidders

1. Bids shall be directed in a sealed envelope to the Purchasing Manager, City of Wilson, Operation Center, 1800 Herring Avenue, Wilson, North Carolina 27893. Bid proposals will consist of 1 priced proposal for evaluation. ***The envelope should be plainly marked with the bid number, date and time of bid opening and name of bid.*** It shall be the responsibility of the bidder to ensure that his/her bid is received by the Purchasing Manager ***by the time stated herein.*** Late bids will not be considered.
2. Pricing must be submitted using the Bid Pricing Sheet in this document.
3. All equipment, materials or apparatus furnished under these specifications shall be new (unless otherwise specified) and free from all defects, and shall operate and function properly after delivery to the City. Each bidder shall submit with his/her proposal the manufacturer's specifications, illustrations and descriptive literature on the equipment, materials or apparatus not yet in production or out of production for more than thirty (30) days.
4. Do not submit alternates unless requested to do so. If alternate bids are requested, the envelope(s) must be clearly marked "primary bid" and "alternate bid".
5. Every part and accessory of a standard unit shall automatically be included and become a part of these minimum specifications.
6. References to brand or trade names are normally included to more accurately describe the requirements of the City of Wilson when it is impossible or impractical to specify the required performance and design characteristics for such materials. They are used only to set forth and convey to bidders the general style, type, character, and quality of product desired. Alternate materials, items, or equipment of equal or equivalent design shall be submitted to the City Engineer or other responsible party for approval or disapproval prior to the opening of the bids.
7. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other

person, firm or corporation offering a proposal for the same purpose and that his/her proposal is in all respects fair and without collusion or fraud.

8. All bids and proposals for furnishing equipment, materials or apparatus in accordance with the specifications prescribed by the City of Wilson will continue to be on file in the office of the Purchasing Manager at the Operation Center, 1800 Herring Ave., Wilson, North Carolina and are available for inspection during regular working hours.

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. **BID BOND/DEPOSIT:** No proposal shall be considered or accepted by the City of Wilson unless, at the time of its filing, the proposal shall be accompanied by a deposit with the City of Wilson of cash, a cashier's check or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than five percent (5%) of the proposal. In lieu of making the cash deposit, as provided above, bidders may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. This deposit shall be retained by the City of Wilson if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. Bid bond shall be enclosed in a separate sealed envelope with "Bid Bond" printed on the envelope.
3. **PERFORMANCE AND PAYMENT BONDS:** Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded. This will be required of contractor after award is made.
4. **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.

5. **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.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
7. **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.
8. **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
9. **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. It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, religion, national origin, or gender with reference to the subject matter of this contract.
 - c. Enforcement of this provision, as set out in said ordinances, shall be action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assign, of the parties hereto with reference to the subject matter of this contract.
 - d. The City of Wilson is in compliance with Title VII of the Civil Rights Act of 1964m as amended, and section 122(A) of the State and Local Fiscal Assistance Act of 1972, and hereby issued the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.
10. **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.
11. **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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

- 20. 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.
- 21. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **PRICE ADJUSTMENTS:** Bids containing escalation clauses may be considered. However, there must be a maximum figure for escalation shown, or a method of computing the total cost over a specific time period provided. 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.
32. **LIQUIDATED DAMAGES:** Liquidated damages, if stated in the Contract Documents, is 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.
33. **VENDOR REGISTRATION:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link. <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

Material Description

CCA-ET TREATED SOUTHERN PINE DIST POLES

1. MATERIAL

Specifications for southern yellow pine poles. All lengths and classes shall meet the requirements set forth in ANSI specifications and dimensions for wood poles 05.1, latest version except as amended by the following:

1.1 Paragraph 4.4.9

1.1.1 (a) The maximum sweep in one plane and one direction in any pole equal to or less than 70' shall not exceed 1 inch in 10 feet in length as measured by a straight line from the tip to the pole butt.

1.1.1 (b) The maximum sweep in one plane and one direction for poles greater than 70' shall not exceed 1 inch in 20 feet as measured by a straight line from the tip to the pole butt.

1.1.2 Sweep in two directions in the same plane (reverse sweep) shall be measured by a straight-line connection the midpoint at the top and the midpoint at the ground line. The line shall lie entirely within the body of the pole and shall not at any intermediate point pass closer than 1 inch to its surface.

1.1.3 Sweep in two planes (double sweep) is prohibited.

1.2 All poles shall be free of short crooks.

1.3 The bottom of the brand shall be located on the face of the pole at a point 10 feet, plus or minus 1 inch, from the butt on all poles 50 feet and shorter, and 14 feet, plus or minus 1 inch, from the butt on all poles 55 feet and longer.

1.4 The supplier's code or trademark, year of manufacture, length and class of each pole shall be branded or hammer stamped in the butt. At the option of the supplier, and at no additional cost to the purchaser, a non-ferrous material tag embossed with the length and class may be

affixed to the butt of each pole in addition to the information to be branded, labeled or hammer stamped.

2. PRESERVATIVE (CCA-ET)

2.1 All poles shall be treated with CCA-C oxide preservative.

2.2 CCA-Type C waterborne preservative used in the treatment of utility poles shall be of the oxide form as specified in AWWPA Standard P5-11 and T1-11 Section D or latest revision. Unacceptable constituents are copper sulfate, sodium arsenate, or pyroarsenate, potassium or sodium dichromate, or other constituents that will form water soluble electrolytes in utility poles.

Additives – Climbing Additive “CLAW” (CE)

The retention of the “CE” oil emulsion (or other equivalent additives approved by PHI Standards) shall be 1.0 lb./cu. ft. in the 0.0” - 0.5” assay zone.

Penetration of the “CLAW” (CE) oil emulsion shall be to a depth of 1.0” from the pole surface.

Retention determination and penetration measurement shall be done in accordance with the “KPC’s Climbing Additive Manual of Recommended Practice” which is a Mass Balance approach from calibrated tank gauges.

3. TREATMENT

3.1 Poles will be treated in accordance with the requirements of the American Wood Protection Association standard C1, “All Timber Products-Preservative Treatment by Pressure Process, and T1-11 Section D, Preservative Treatment with Waterborne Preservatives”, except as noted in the specification.

3.2 CONDITIONING

3.2.1 Poles should have a moisture content of 35% or less in the third inch from the surface of the pole.

3.2.2 Only kiln-drying are permitted.

3.2.3 Poles must be cool prior to treatment.

3.3 TREATMENT

3.3.1 A maximum pressure of 200 psi for unlimited duration is permitted.

3.3.2 A maximum fixation period of six hours by heating in steam or hot water at 220-degree F is permitted in southern pine poles only.

3.4 RESULTS OF TREATMENT

3.4.1 Retention- poles to be treated to a minimum retention level of 0.60 pcf as determined by an assay of the 0.50" to 2.0" zone of wood from the poles surface.

3.4.2 Penetration-Poles shall be penetrated in accordance with A.W.P.A. Standard T1-11 Section D7A, 3.5" or 90%, whichever is less.

3.5 RETREATMENT

Poles may be retreated providing none of the limitations specified in A.W.P.A. Standard M1-11, section 6, paragraph 6-retreatment are exceeded.

4. FRAMING

All poles shall be shall be properly gabled and framed with a high pitch, single slope roof in accordance with Drawing DGEC. The single gain will be 4" wide and extend 21" down from the pole top. The through bolt holes will be 11/16" in diameter and located at 4", 9", 12" and 18" from the pole top all in the same plane with an additional side hole at 42" from the pole top in a plane 90 degrees from the gain.

5. INSPECTION

All poles shall be inspected at the pole treating plant before and after preservative treatment by a qualified representative of an independent and accredited inspection firm which maintains an accredited analytical

laboratory and field staff meeting the criteria in RUS for wood pole inspectors as approved by Wilson Energy.

5.1 Each charge of poles shall have 100% of poles tested for penetration. Each accepted pole must bear in the top the independent inspection firm's hammer mark and inspector number indicating acceptance before it is placed in the cylinder for treatment. After the charge of poles has been tested for penetration and retention the inspection firm shall hammer the butt end of each pole indicating conformance to this specification.

5.2 The purchaser shall reserve the right to make final inspection before acceptance at destination.

5.3 The waiving of inspections shall not relieve the supplier of their responsibility to furnish material in accordance with this specification.

6. SHIPMENT

No pole shall be loaded by the supplier for shipment unless it bears imprint of the two marks indicating acceptance by the inspector before and after treatment.

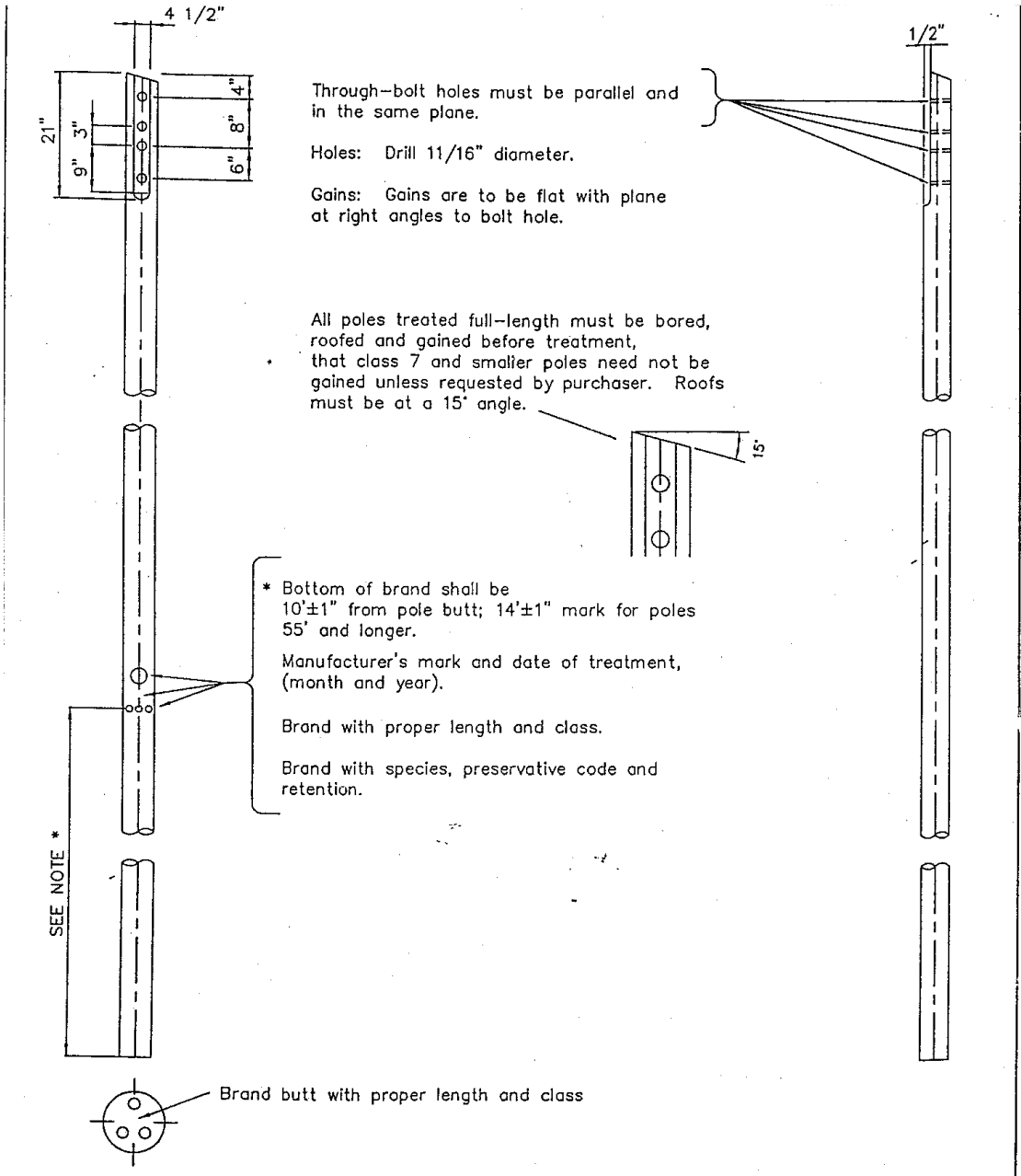
7. SHIP BY TRUCK

Truck to be equipped with boom and poles unloaded at the Purchasers pole yard by the supplier. An exception may be made for poles 65 feet and longer. Cost to be included in bid. Deliveries will be accepted Monday through Friday as stated on purchase order. No deliveries will be accepted on holidays or weekends unless requested by purchaser.

Note:

Wilson Energy makes no warranty or representation, either express or implied, with respect to the quality, accuracy, completeness or usefulness of the information contained in this material description. Wilson Energy assumes no liability with respect to the use of, or for damages resulting from the use of any information, apparatus, method or process disclosed in this material description.

Specifications: Standard Distribution Pole Drilling Guide



Through-bolt holes must be parallel and in the same plane.

Holes: Drill 1 1/16" diameter.

Gains: Gains are to be flat with plane at right angles to bolt hole.

All poles treated full-length must be bored, rooved and gained before treatment, that class 7 and smaller poles need not be gained unless requested by purchaser. Roofs must be at a 15° angle.

* Bottom of brand shall be 10'±1" from pole butt; 14'±1" mark for poles 55' and longer.

Manufacturer's mark and date of treatment, (month and year).

Brand with proper length and class.

Brand with species, preservative code and retention.

REFERENCES

Please indicate below three (3) agencies for which you have provided utility poles within the past three (3) years.

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

BID PRICING SHEET

The City Reserves the Right to Combine Sizes (If Applicable) To Equal Truckload

All prices must be quoted F.O.B. City of Wilson Warehouse 1800 Herring Ave., Wilson, North Carolina 27893.

COW Item #	Class	Size	Annual Quantity	3 Month Quote (30 Day) Delivery - Price Per Pole	6 Month Quote (30 Day) Delivery - Price Per Pole
540-069-00002	3	40 FT	450		
540-069-00003	3	45 FT	250		
540-069-00004	2	50 FT	20		
540-069-00005	2	55 FT	5		
540-069-00007	5	30 FT	300		
540-069-00008	5	35 FT	250		

Submission of a bid in response to this request constitutes acceptance of all terms and conditions in this request.

Do you own your delivery trucks with booms? _____

Comments/Exceptions Taken:

Authorized Signature

Company's Name

Date