



ADVERTISEMENT

City of Wilson

"Generator Refueling Contract" Bid # **RFP - 2022-26**

Sealed proposals endorsed "Generator Refueling Contract" to be furnished to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Purchasing Manager, **until 2:00 P.M., Wednesday, August 17th, 2022.**

Specifications are included herein and can also be viewed at the City of Wilson website.

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 unqualified right to reject any and all offers if determined in its best interest.

A proposal submitted in response to this request constitutes acceptance of all terms and conditions, specifications, and requirements contained in this document

REQUEST FOR PROPOSALS: RFP# 2022-26

TITLE: Generator Refueling Contract

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

ISSUE DATE: 08/05/2022

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified below.

Sealed proposals, subject to the terms and conditions made a part hereof will be received in the office of the Purchasing Manager, Operations Center, Purchasing Department/ Warehouse, 1800 Herring Ave., Wilson, NC for furnishing the services described herein.

A proposal submitted in response to this request constitutes acceptance of all terms and conditions, specifications, and requirements contained in this document.

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

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

IT IS THE BIDDERS RESPONSIBILITY TO ENSURE RFP IS DELIVERED TO THE PURCHASING OFFICE BY THE CUT-OFF TIME.

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.

Generator Fueling Contract

Introduction

The City of Wilson is expecting to contract 3 years with the mutually agreed upon option to continue three additional one year extensions. The successful vendor to supply Off Road Diesel and Diesel Exhaust Fluid (DEF) for our generators that are used for peak shave with several used for both peak shave and emergency situations. We will select a primary and secondary supplier during this process. The secondary will only be used if the primary supplier has issue with meeting our needs due to equipment, supply or personnel issues.

Requirements

Vendor will be required to start providing fuel within 48 hours after a request is made. Vendor will be required to dedicate at least one truck continuously during the refueling process.

Another option, would be for the vendor to provide an automated tank level system and maintain all tanks at a 50% or higher level at all times.

If a potential severe weather event is predicted, we will request that our emergency generators be topped off within 24 hours of notice.

Particulars

Fuel pricing will use "OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES UBD RACK AVERAGE" at the Selma, NC terminal price for the day fuel that is delivered.

Pricing will be X% over rack price for the day of delivery

An example would be: Current OPIS price X% times current OPIS price

Below is an example for a quote of 20% over rack price with the OPIS average price.

$\$2.00 * 1.2 = \$2.40/\text{gallon plus sales tax}$

The price is to include all fees and taxes with the exception of sales tax. The City is exempt from federal excise tax but not from sales tax and that will be included in all invoices if applicable. Each tank filled will require an invoice for our required bookkeeping records.

DEF will be priced separately each time it is needed.

The City of Wilson reserves the right to cancel the contract at any time, due to vendor not performing deliveries as scheduled or needed and not meeting the above requirements. The City of Wilson will take fuel availability into consideration in timeliness of deliveries.

Below is the tank location, size and fill type.

Red indicates emergency generator:

Facility Name	Facility Address	Fuel Tank Size	Fuel Tank Fill Type
3C Store Fixtures	3363 Highway 301 N., Wilson, NC 27893	1000	Nozzle
Alliance One	2400 Stantonsburg Rd., Wilson, NC 27893	2400	Nozzle
Linamar	2401 Stantonsburg Rd, Wilson, NC 27893	3500	Nozzle
City Hall	105 N. Douglas St., Wilson, NC 27893	1000	Nozzle
DLP Wilmed	1705 Tarboro St., Wilson, NC 27893	3800	Nozzle
BATO #3	3041 Firestone Pky, Wilson, NC 27893	10000	Nozzle
BATO #4	3041 Firestone Pky, Wilson, NC 27893	10000	Nozzle
Firestone #8	3041 Firestone Pky, Wilson, NC 27893	5000	2" CAM
Firestone #9	3041 Firestone Pky, Wilson, NC 27893	5000	2" CAM
Longleaf	4761 Ward Blvd, Wilson, NC 27893	1000	Nozzle
Fike High School	500 Harrison Drive N, Wilson, NC 27893	3500	Nozzle
Walmart MP	2700 Ward Blvd, Wilson, NC 27893	550	Nozzle
Walstonburg	Hwy 91, Walstonburg, NC 27888	400	Nozzle
Pinetops #1	300 S. Van St, Pinetops, NC 27864	3500	Nozzle
Pinetops #2	300 S. Van St, Pinetops, NC 27864	3000	Nozzle
Pinetops #3	300 S. Van St, Pinetops, NC 27864	1730	Nozzle
Operations Center	1800 Herring Avenue, Wilson, NC 27893	6000	Nozzle
Weener Plastics	2201 Stantonsburg Rd, Wilson, NC 27893	3500	Nozzle
R.R. Donnelley	1900 Charleston St, Wilson, NC 27893	1500	Nozzle
Macclesfield	202 N. 4th Street, Macclesfield, NC 27852	1200	Nozzle
Strategic Materials	2606 Wilco Blvd S, Wilson, NC 27893	1000	Nozzle
Placon Corp	2540 Wilco Blvd S, Wilson, NC 27893	3000	3" Cam
UTC Aerospace	4200 Airport Drive, Wilson, NC 27896	2400	Nozzle
Lowes	2501 Forest Hills Rd, Wilson, NC 27893	1000	Nozzle
Hunt High School	4559 Lamm Rd, Wilson, NC 27893	1000	Nozzle
Beddingfield High School	4510 Old Stantonsburg Rd, Wilson, NC 27893	1000	Nozzle
SWM	2711 Commerce Rd, Wilson, NC 27893	1000	Nozzle
Stephenson Millwork	210 Harper St NE, Wilson, NC 27893	1500	Nozzle
Alliance One Specialty Products	2305 Baldree Rd S, Wilson, NC 27893	2640	Nozzle
Tobacco Rag Processors	4737 Yank Rd, Wilson, NC 27893	2000	Nozzle

Scott Farms	7935 Simpson Rd, Lucama, NC 27851	1800	3" CAM
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DEF

BATO #3	3041 Firestone Pky, Wilson, NC 27893	1000	Nozzle
BATO #4	3041 Firestone Pky, Wilson, NC 27893	1000	Nozzle
Walmart MP	2700 Ward Blvd, Wilson, NC 27893	30	Nozzle

Pinetops #1 will need DEF 4th quarter this year (2022) or 1st quarter next year (2023) and Pinetops #2 will be taken out of service.

The number of generators and tank size may change during the contract time.

Pricing Information

Please enter pricing/percentage below and attach any other supplemental documents to the end of this bid package for further evaluation.

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES UBD RACK AVERAGE" at the Selma, NC terminal price for the day fuel that is delivered

X

_____	%	_____
<u>(Number)</u>		<u>(Hand-written percentage)</u>

=

Total price per gallon delivered plus sales tax

GENERAL TERMS AND 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. 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:**

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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
- 21. 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.
- 22. 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.
- 23. 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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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>

CONTRACT SPECIFIC TERMS AND CONDITIONS:

32. TERM AND DELIVERY:

- a.) This agreement shall commence the date of the duly executed contract acknowledged by the vendor. The term of this agreement is for three years with an option to renew for three one year periods upon mutual consent. The increments of renewal shall be at the sole discretion of the City as deemed in its best interest.
- b.) A purchase order must be issued by the City before any work or payments can be made to the Vendor.

33. DELIVERY REQUIREMENTS: The fuel/fluid shall be delivered F.O.B. destination to various locations as specified in this document and potentially removed or added as locations are brought online or removed.

34. SPILL PREVENTION: Vendor shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Vendor shall submit details of this program with their bid submission. The cost of the site clean-up will be the responsibility of the vendor.

35. EMERGENCY RESPONSE: A plan to provide the City with uninterrupted delivery of fuel before or during natural disasters or emergencies, such as hurricanes, storms, fires, etc., or during fuel supply shortages should be submitted with the bid. The plan will need to include contacts from the company outside of office phones such as mobile phones for the purpose of contacting during after hour operations and availability can be guaranteed (24) hours (7) days a week in the event of a disaster.

36. LOCATIONS: The locations listed in this RFP could be removed or added as site situations and locations can change throughout the term of the contract. The City expects to have these locations added or removed without penalty or extending the initial agreed upon contract. The City will notify the vendor of the changes via e-mail confirmation.

37. PRICING: The vendor shall submit invoices based upon OPIS (Oil Price Information Service), a vendor flat rate mark-up per gallon which covers and includes (overhead, profit, etc.) that shall be added to the "Base Price Per Gallon" and any appropriate taxes. The pricing shall be allowed to vary one time per day based on OPIS. Total price should be firm and effective for all orders delivered before the following day. The "Base Price per Gallon" price shall be based on the average pricing obtained from Selma, NC terminal. Prices shall be based on delivery date (not invoice date).

REFERENCES

Provide three references for our records:

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 terms & conditions set forth in this RFP and agrees to them with no exceptions unless attached to the back of this document.

Generator Refueling Contract – 2022-26

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

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.

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:** _____