



# Request for Proposals

**RFP # 2023-62**

## Pavement Condition Survey

**City of Wilson**

**1800 Herring Ave. E.**

**Wilson, NC. 27893**

**252 – 399 - 2435**

**[brountree@wilsonnc.org](mailto:brountree@wilsonnc.org)**

**SUBMITTAL DEADLINE – March 25<sup>th</sup>, 2024 AT 2:00 PM EST**

# CITY OF WILSON

*North Carolina*

INCORPORATED 1849  
27894-0010

## **Scope of Proposal**

The City of Wilson is receiving proposals for pavement condition survey of City of Wilson maintained streets. City of Wilson maintains approximately 715 Lane Miles of roadway within Wilson City limits.

The following shall be included in the scope of work:

1. A visual evaluation of the town road system for roadways. The information gathered will include the physical characteristics and pavement distress types along street sections.
2. The distresses that City of Wilson is looking for are as follows:
  - I. Cracking
    - i. Fatigue
    - ii. Block
    - iii. Edge
    - iv. Longitudinal
    - v. Reflection at joints
    - vi. Transverse
  - II. Patching and Potholes
  - III. Surface Deformation
    - i. Rutting
    - ii. Shoving
  - IV. Surface Defects
    - i. Bleeding
    - ii. Raveling
3. Once surveyed, establishing pavement condition rating for each roadway segment.
4. Those rating then will be used to develop maintenance/repair needs and cost estimates for each roadway segment. This can be produced into an excel file with segments and all pavement data.
5. Development of a 4-year maintenance/repair plan based on the condition of pavement data. This can be compiled into one technical report.
6. Excel file of pavement data, technical report of 4-year pavement plan, and a shape file for GIS will be provided to City of Wilson at project completion.

It is not required for this project. If a pavement data software is being used by the firm and has an opportunity to provide it to City of Wilson for use. This can be presented as an alternative outside of project original scope for consideration.

The firm shall keep themselves fully informed of all Federal, State, and local laws, ordinances, and regulations.

## **Preparation of Proposal**

Each bidder must thoroughly examine the Request for Proposal and contract documents to ensure that the vendor can meet all requirements. Proposals shall be submitted on the forms included within the RFP documents.

Proposals shall be signed by the person or persons legally authorized to bind the Service Provider to a contract. Proposals that are not signed will be rejected. A proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed.

Failure to submit a proposal with all proposal requirements may be considered sufficient cause for rejection of the proposal. Any interlineations, alterations or erasures must be initialized by the signer of the bid.

Proposals shall remain firm for a period of ninety (90) calendar days after bids are due.

### **Proposal Requirements**

Proposers are required to verify compliance with the following requested items marked with an (X) below and include with their bid those items as requested or be prepared to furnish at a later date as specified. Lack of compliance may result in automatic disqualification.

- a.  Submit a detailed cost proposal. (see proposal form below)
- b.  Bid Bond: The Bid Bond must be included in the bid package at the time of opening.
- c.  No Bid Bond required.
- d.  Performance and Payment Bond required.
- e.  Certificate of Insurance provided within 10 days of notification of award.
- f.  Performance Bond upon notification of award
- g.  Brochures, catalogs, equipment list, or pertinent literature of services provided.
- h.  All required forms signed by authorized personnel.
- i.  Notarized Non-Collusion Affidavit (form provided)
- j.  Proposer's Certification Form (form provided)
- k.  Notarized Certification Regarding Debarment & Suspension (form provided)
- l.  Exceptions to the Proposal & Sample Service Agreement Form (form provided)
- m.  References (provide 3 below on reference sheet)
- n.  Minority business forms
- o.  Specification compliance form.
- p.  Awarded contractor will be required to enter into a written contract provided by City.
- q.  City of Wilson Purchase Order included on any future invoices.
- r.  Registration with the City at below link and submittal of a completed W-9 form.  
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration?passSelection=True>

### **Submittals**

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on Monday, March 25, 2024**. No proposals will be accepted after the official time and date. Vendors mailing responses should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to the City of Wilson Operation Center Office on or before the specified time and date is solely and strictly the responsibility of the responding vendor.

The City will in no way be responsible for delays caused by any occurrence.

P.O. BOX 10 ♦ WILSON, NORTH CAROLINA 27894-0010 ♦ TELEPHONE (252) 399-2461  
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Responses may be hand carried or mailed to:

**Mailing Address:**

City of Wilson-Engineering  
Attn: Brandon Rountree, PE  
PO Box 10  
Wilson, NC 27894

**Physical Address:**

1800 Herring Avenue  
Wilson, NC 27893

**Hours of Operation:**

8:00 am until 5:00 pm (EST)  
Monday thru Friday

Only **sealed** bids will be accepted; **no e-mail submittals accepted**; however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked "**Pavement Condition Survey**". All bids shall be submitted: **One original and 2 copies.**

**Questions**

**All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than Friday, March 15, 2024.** Questions may e-mailed to Brandon Rountree, Civil Engineer, [brountree@wilsonnc.org](mailto:brountree@wilsonnc.org). Only written questions will be considered formal. **Any information given verbally or by telephone will be considered informal.** Any questions that the City feels are pertinent to all proposers will be posted as an addendum to the RFP on the website. Fax and e-mail messages will be treated as written questions.

**Bidder/Awarded Contractor Responsibility**

The bidder is responsible for verifying any information provided and to familiarize themselves with the work required prior to bidding. A plea of ignorance of the conditions that exist, conditions that may hereafter exist, or difficulties that may be encountered in the execution of the work as a result of failure to make necessary investigations and examinations will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

The contractor shall be responsible and take measures throughout the contract to minimize disruption of blocking road and driveway traffic and damage to property to the fullest extent practicable. In the event that significant yard or property damage is done, the contractor will be responsible for restoring impacted areas to sufficient City standards at no additional cost.

## **Subcontract**

The successful bidder is the primary contractor and will perform the work using their work force. The vendor shall not sub-contract the services/work without prior written approval of The City of Wilson.

## **Quality of Services**

There is no minimum requirement for years of experience for this RFP. However, the vendor must demonstrate they have the equipment, personnel, and knowledge to successfully complete the work envisioned in this contract. The selected vendor expressly warrants that all services specified in this RFP will be performed with skill, care, and diligence and in accordance with all requirements under the RFP. The selected vendor agrees to correct any deficiencies in its provision of services upon notification by the City and without additional expense to the City.

## **References**

Bidders shall provide a minimum of three (3) references for which this type of service has been provided. Reference information shall be submitted on the form below/enclosed.

## **Exceptions to the Bid**

Exceptions to any specification or requirement contained herein must be clearly stated on the "Exceptions to the Bid and Sample Agreement" form. The Exception to the Bid form is provided herein.

## **Withdrawal of Bid**

A bidder may withdraw its Bid prior to the time that bids are due by sending a written request to the City of Wilson contact mentioned in this RFP. Withdrawal of the bid after the deadline may only be withdrawn in accordance with N.C.G.S. 143-131.1.

## **Non-Collusion Affidavit**

Each submittal must be accompanied by a **notarized** affidavit of non-collusion, executed by the vendor or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit form is provided herein.

## **Evaluation**

The City of Wilson reserves the right to reject any or all bids and to waive any minor informality in a bid. Award will be made to the vendor whose bid is most advantageous to the City taking into consideration the following criteria:

- Qualifications, Experience, and References
- The ability, capacity, and skill of the bidder to perform the services required under the RFP

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- Whether the bidder can provide the services promptly, within the time specified, and without delay or interference
- The quality of service and level of performance of a bidder under previous contracts
- Financial Qualifications (this information is not required with submittal but may be requested at a later date)
- Cost Effectiveness and Value

As part of the evaluation process, the evaluation committee **may** engage in discussions with any service provider. Discussions might be held with individual service providers to determine in greater detail qualifications, to explore the scope and nature of the required contractual services, to learn the proposed method of performance, and to facilitate arriving at a contract that will be satisfactory to The City of Wilson.

Since the City may choose to award a contract without engaging in discussions or negotiations, the bid submitted shall define the Service Provider's best offer for performing the services described within this RFP.

### **Award of Contract**

The selected vendor will be notified in writing within thirty (30) days after the receipt of the bids. Verbal notification of award is not considered a liable means of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award and valid Purchase Order by the City, the successful bidder will perform the services as specified at the stated prices, within the time specified, and in accordance with all provisions of the proposal documents.

**Term of Contract** – One-year initial term – the initial contract may be renewed each year for up to three additional years beyond the initial term at the full discretion of the City of Wilson. Annual increases in rates may be allowed provided they are agreed upon by the City of Wilson and within a reasonable (documented) cost increase.

### **Insurance Requirement for Service**

**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:

- 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.

### **Payment**

- A. Payment for completed services will be made upon acceptance of the services, submission of verified detailed logs/diaries, and an invoice referencing a valid City of Wilson purchase order number. Payment will be based on actual work completed. Payment may be delayed if these items are not submitted.
- B. At a minimum, invoices will include: (1) current segment detail, (2) the purchase order number, (3) percentage complete of the total price-current and previous, (4) total amount invoiced for this submittal.
- C. The City normally pays its invoices within thirty (30) days upon receipt of an invoice. Invoices must have the information requested above for prompt payment.
- D. This Agreement is subject to the funding of the contract by the City of Wilson. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

### **Proposal Format**

The City of Wilson desires all proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the service provider's preference, the City requires strict adherence to the format. The proposal will be in the format described below:

- A. **Cover letter:** The Proposal must include a letter of transmittal attesting to its accuracy and be signed by an individual authorized to execute binding legal documents on behalf of the service provider. The cover letter shall provide the name, address, telephone number, and e-mail address of the service provider along with the name, title, address, telephone number,

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and e-mail address of the executive that has the authority to contract with The City of Wilson. The cover letter shall present the service provider's understanding of the contract and a summary of the approach to be undertaken to perform the services.

- B. **Background and Experience:** Include information concerning the general organization and staffing as well as experience with similar contracts and provide an overview and history of your company. Describe how long your company has been providing services to local governments and describe the local staff that will be handling the services.
- C. **Proposed Solution:** Given the purpose of this contract and the City's goals as stated in this RFP, provide a detailed solution to meet such goals. Include the steps the organization will take to ensure that the transition or set-up for the services runs smoothly for City of Wilson along with a sample contract schedule. Also, describe the communications scheme that your organization will use to keep The City of Wilson informed.
- D. **Quality Control:** The service provider shall describe how they handle the material throughout this contract. Also, identify potential risks associated with this contract and explain the contingencies that have been built in to mitigate such risks.
- E. **Required Forms:**
  - 1. References
  - 2. Non-Collusion Affidavit
  - 3. Proposers Bid Certification Form
  - 4. Certification Regarding Debarment and Suspension
  - 5. Exceptions to the Proposal and Service Agreement Form
  - 6. Detailed Pricing Schedule prepared by Service Provider (Proposal shall include all costs related to the contract.)
  - 7. Iran Divestment Act

Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFP. However, the service provider may reduce the repetition of identical information within several sections of the proposal by making the appropriate cross-references to other sections of the Bid.

All Bids shall be 8 1/2" x 11" format with all standard text no smaller than ten (10) points. There is a limit of (5) pages submitted not including forms provided.

The City of Wilson reserves the right to accept a response that does not satisfy all requirements but which, in the city's sole judgment, sufficiently demonstrates the ability to produce, deliver, and to satisfy the major requirements set forth in the RFP. The City reserves the right to interview any or all respondents set forth in the RFP, or to ask for additional information or clarifications.

### **E-Verify**

The Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each



newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

**REFERENCES**

**COMPANY NAME** \_\_\_\_\_

Provide three references for our records:

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Iran Divestment Act Certification**

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In addition, no parent entity owning more than 20% nor any majority-owned subunit or subsidiary of the vendor or bidder listed above is listed on the said Final Divestment List.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
City of Wilson

\_\_\_\_\_ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Wilson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

SEAL

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**This form must be notarized:**

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this RFP.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Wilson or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the City reserves the right to reject any or all bids.

_____	Federal Tax ID: _____
Name of Firm	
_____	Phone #: _____
Authorized Signature	
_____	Fax #: _____
Printed or Typed Name & Title	
_____	Email: _____
Mailing Address	
_____	Date: _____
City/State/Zip Code	

(Seal, if corporation)

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

\_\_\_\_\_  
Signature (Seal if Corporation)

\_\_\_\_\_  
Title & Date

**This form must be notarized:**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## **EXCEPTIONS TO THE BID AND SAMPLE SERVICE AGREEMENT**

Please list here all exceptions to the Pavement Condition Survey below. Failure to do so may result in disqualification of this bid. Any RFP clauses to which the vendor does not take exception will assume to be agreed upon by the vendor. For any exception, please reference the appropriate page/section number.

### **CONTRACT TIME & LIQUIDATED DAMAGES**

The date of availability for this contract is upon acceptance and award of the bid.

### **TRAFFIC CONTROL AND WORK ZONE SAFETY**

The Contractor shall maintain traffic during services and provide any necessary requirements while performing work such as safety signs, cones, flags, etc. All crew and individuals within the area shall be required to wear proper Personal Protective Equipment such as (safety glasses, ear plugs, gloves, safety vests, etc.)

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of the services. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the service site in a manner that will be safe to the traveling public and will not impede motorists.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work.

No direct payment will be made for traffic control items.

### **WORK ZONE SIGNING**

Install and maintain signing in accordance with Sections 1100 & 1200 of the North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation 2018 Highway Design Branch Roadway Standard Drawings and the following provisions:

Furnish, install, maintain, and remove work zone signs and any required lane closure signing.

Install any required lane closure signing needed during the life of the contract (see North Carolina Department of Transportation 2018 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11 and 1110.02).

No direct payment will be made for work zone signing.

All work zone signs may be portable.

## **PROSECUTION OF WORK**

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the contracted services.

The Contractor will not be permitted to suspend their operation except of reasons beyond his control or except where the City is informed and has authorized a suspension of the Contractor's operation in writing.

## **DRIVEWAYS AND PRIVATE PROPERTY**

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the contract. The Contractor shall not perform work for private citizens or agencies in conjunction with this contract or within the limits of this contract.



**PROPOSAL FORM**

**RFP # 2023-62 PAVEMENT CONDITION SURVEY**

**Pay Item 1 – Lump Sum**      Payment shall be made as a lump sum. Payment shall include all necessary items described within the RFP to perform the work to the satisfaction of the City of Wilson. Any additional services required outside of scope can be negotiated after award.

<b>Pay Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Proposal Price (A) x (B)</b>
Pavement Condition Survey	1	\$	\$

I certify that the contents of this proposal are known to no one outside the firm and to the best of my knowledge all requirements have been complied with.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_