

REQUEST FOR BIDS (INFORMAL)



City of Wilson

Department: Facility Services

Request for Bids # 2023-29

Title: Building 300 Garage Door, Framing, and Siding Replacement/Repairs

Date Issued: 05/26/2023

Site Visit: Required - by appointment only before due date and time, contact info is below

Bids Due no later than: 06/14/2023 at 3:00 pm

Direct all inquiries concerning this RFB to the below:

Wayne Robbins, Facility Services Manager

Site location: 1800 Herring Ave E. (Bldg. 300)

Wilson, NC. 27893

E-mail: wrobbins@wilsonnc.org

Phone: (252)-205-3783

Background:

The City of Wilson is accepting informal bids on Building 300 Wash Bay Pit Garage Door, Framing, and Siding Replacement/Repairs per the below request. This area was damaged by an accident and the request is to repair and replace the door, framing, and siding back to normal operating function. The Facilities Services Manager will inspect and verify completion of the project work before any payments are made to the awarded contractor. The building is located at the City of Wilson Operations Center at 1800 Herring Ave. E Wilson, NC. 27893. Please send all inquiries or inspection of site request about specifics to Wayne Robbins at (252)-205-3783. Bids may be e-mailed back to wrobbins@wilsonnc.org , mailed, or hand delivered. Bid responses are due no later than **Wednesday June 14th 2023 at 3:00 pm.** **Note:** There will not be a public bid opening for this project. If not interested in bidding, please reply by e-mail with No Bid.

- Repair or replace damaged metal inside and outside beams, siding, paneling, and fascia of same or similar type to match existing building siding type. (Painting not required)
- Replace insulation between damaged inside and outside paneling
- Replace with new entire steel framing above and around door.
- Replace damaged coiling garage door and all framing, track, motor, and hardware.
- Haul off waste, clean-up site, and return to an operational state of repair.

Please return informal bids via either of the below options by due date and time above:

E-mail: wrobbins@wilsonnc.org

Address Bid to: Wayne Robbins, Facility Services Manager
(Mail) City of Wilson
P.O. Box 10
Wilson, NC. 27894-0010

Physical Address: 1800 Herring Ave. E
(Hand Deliver) Wilson, NC. 27893

REFERENCES: (Contractor to provide at least three (3) references)

<u>Firm Name</u>	<u>Location</u>	<u>Contact</u>	<u>Phone</u>	<u>E-mail</u>

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**: Not required.
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 costing more than \$300,000 from each contract costing over \$50,000. This will be required if the prior conditions are met for the 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. Purchase Order will not include taxes, taxes will be paid off of invoice. 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. This project will require verification by City designated site contact/inspector before payments are made to the contractor. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org and/or City designated representative.
9. **NON-DISCRIMINATION**: 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.
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 unless prior approval is obtained from the authorized City representative. All containers/packaging shall be suitable for handling, storage or shipment.
11. **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 Contractor. 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.

12. **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 Contractor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
13. **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.
14. **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.
15. **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.

16. **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 proposal/bid 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 Contractor 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. **CHANGE ORDERS:** This may be required due to the nature of the work. A change order will need additional approval from the City designated contact and/or the Chief Financial Officer before work is to be started on any work related to the scope of this project.
32. **LICENSURE:** A licensed general contractor must oversee the project if it costs over \$30,000 per N.C.G.S. Ch. 87.
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>

Pictures of site for reference:



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 _____, 2023.

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 _____, 2023.

My Commission Expires:

Notary Public

||| (Affix Official/Notarial Seal)

RFB# 2023-29 Bid Sheet (Required)

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 total cost.
- All labor costs, direct and indirect, have been determined and included in the proposed total cost.
- The potential contractor has read and understands the conditions set forth in this RFB and agrees to them with no exceptions.

Base Bid: _____

(Do not include sales tax in bid. Sales tax will be paid once invoice is received from awarded vendor.)

Delivery Costs (if applicable) _____

Total Cost to City: _____

Company Name: _____

Company Address: _____

Contact Person: _____

Contact Person's E-mail: _____

Telephone Number: _____

NC Contractor's License Type and Number: _____

Authorized Signature: _____

Print Name of Authorized Signature: _____

Title: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR BID.

UNSIGNED BIDS WILL NOT BE CONSIDERED.