

REQUEST FOR PROPOSALS (Informal): RFP# 2022-13

TITLE: Isolated Temporary Seating Shoring at

Fleming Stadium

ISSUING AGENCY: CITY OF WILSON (Attn: Purchasing)

P.O. BOX 10

**WILSON, NC 27894-0010** 

ISSUE DATE: 04/21/2022

OPENING DATE: 05/05/2022 at 2:00pm

**SCOPE:** The City of Wilson is accepting sealed bids for temporary seating shoring at Fleming Stadium. Specific information about this project can be found below in the contents of this RFP.

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

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

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

**Direct all inquiries concerning this RFP to:** Ricky Wilson

rvwilson@wilsonnc.org

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

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

### **GENERAL TERMS AND CONDITIONS**

- <u>DEFAULT AND PERFORMANCE BOND</u>: 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. <u>SITUS AND GOVERNING LAWS</u>: 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.

## 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. <u>INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY</u>: 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. <u>ADVERTISING</u>: 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. <u>ACCESS TO PERSONS AND RECORDS</u>: 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.** <u>ASSIGNMENT</u>: 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) <u>Worker's Compensation</u> 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) <u>Commercial General Liability</u> 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) <u>Automobile</u> 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. <u>CONFIDENTIALITY</u>: 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.
- 21. <u>COMPLIANCE WITH LAWS</u>: 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.
- **22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, 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.
- **23. AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
- 24. <u>FORCE MAJEURE:</u> 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.
- 25. <u>SOVEREIGN IMMUNITY</u>: 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.
- 26. <u>E-VERIFY</u>: 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 Statue.

- 27. 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.
- 28. <u>EVALUATION OF BID:</u> 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.
- 29. <u>BID/PROPOSAL PUBLIC RECORD</u>: 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.
- **30.** <u>RECOMMENDATION OF AWARD:</u> 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.
- 31. <u>COST FOR PROPOSAL PREPARATION</u>: 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.
- 32. <u>INSPECTION AT VENDOR'S SITE</u>: 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.
- **33.** <u>VENDOR REGISTRATION:</u> 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

## **PROPOSAL**

TO:	The City Counc Wilson, NC	cil of the City of Wi	ilson			
FROM:	BIDDER					
	ADDRESS					
	DATE OF BID	<u> </u>			, 20	_
formal Contra supplies, etc.,	ct with the City	of Wilson, to furr do all the work ne	nish all labor; r	materials, tool	d purpose to enters, apply the construction, e	paratus,
		Isolated Tempo	rary Seating S	Shoring		
			at ng Stadium Ison, NC			
or the City of	Wilson in accord	dance with the Co	ontract Docume	ents. This pri	ce shall include A	∖ddenda
numbers ** <b>Fi</b> l	II in appropriate	Addenda numbe	r(s) **			
Adden	dum No					
Adden	dum No					
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Adden	dum No					
						Dellara
		(aa ahawn an			ased on accepte	_Dollars
					wenty ( <b>75</b> ) calend	lar days
•		ed (see Contract	Time Stipulation	<b>on</b> in bid form)	).	
Terms of Prop	osal:					

THAT: The undersigned has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The undersigned has carefully examined the site of the project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The undersigned will provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Engineers under them, in a first class manner.

THAT: The rights of the Owner and the recommendations of the Engineers are not to be questioned in the Award of Contracts.

THAT: It is the intention of the Owner to let Contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as they may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all Proposals and to waive any informality in the Bidding.

THAT: The work will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the undersigned will execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of the Contract.

THAT: The undersigned shall submit, in the blank spaces provided, all data, guarantees, and other information called for.

THAT: The undersigned shall submit, herewith, drawings, or cuts and Specifications showing and describing in detail the equipment and/or apparatus that the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

\_\_\_\_\_\_\_ Dollars (\$ \_\_\_\_\_\_) or the five percent (5%) Bid Bond, deposited herewith will be returned to the undersigned.

THAT: Should this Proposal be accepted by the Owner and the undersigned fail or neglect to execute the Contract and furnish the required Bonds within fifteen (10) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of:

Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond.

THAT: The undersigned will complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract Documents from the date of the Notice to Proceed.

THAT: The undersigned proposes to enter into a Contract in accordance with this Proposal, the Plans, Abbreviated Specifications on plans, and the Contract Documents included herein, for the preceding price, or prices shown on the following pages.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern.

THAT: The successful Bidder may be required to submit a complete detailed cost breakdown of all of the Lump Sum items for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: The Contractor agrees to comply with all requirements of local, State, or Federal permits that may be required for the completion of the work. Contractor is responsible for obtaining a building permit and paying all associated fees.

THAT: The Contractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Contractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Contract. The Contractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Contract at the project site to verify compliance with the Contractor's safety program and all applicable safety standards, rules and OSHA regulations. The Contractor, Owner and Engineer acknowledge and agree that neither the Owner or Engineer have control, responsibility or authority over the Contractor or the Contractor's employees or subcontractors with regard to the safety and health conditions relating to or arising out of the Contractor's work or the performance of any work covered by this Contract. The Contractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Contractor's work are corrected. With regard to the Contractor's work or any work covered by or performed under this Contract, the Owner is not the controlling employer or controlling entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected.

THAT: The successful Bidder shall have all proper Contractors licenses and privilege licenses required under State and local laws governing their respective trade(s).

THAT: All materials and workmanship are warranted for a period of 12 months from date of acceptance (written).

THAT: The contractor shall provide and furnish evidence of insurance coverage meeting the minimum statutory limits for General Liability Insurance, Contractor's Protective Liability Insurance (to protect Contractor from Subcontractor operations), Workmen's Compensation, and Automobile Liability Insurance. Prior to beginning work, contractor shall provide an insurance certificate showing the coverage is enforce and naming the City of Wilson as "additional insured."

PROPOSAL SIGNATURE:			
CORPORATION:			
The Bidder is a corporation organize operates under the legal name of	_	·	which
	and the full names	of its officers are as follows:	
President			
Secretary			
Treasurer			
Manager			
and it does have a corporate seal Contracts for the company by	action of its Boa	ard of Directors taken	
if not applicable.)	ertified copy of which	n is hereto attached. (Strike out	this last sentence
PARTNERSHIP:			
The business is a partnership consi	isting of individual n	artners whose full names are as	: follows:
The business is a partite strip consi	sting of marviadal pe	arthors whose fair harnes are as	, ionows.
The partnership does business und	er the legal name of	:	
The partnership does business und	er the legal marile of		
INDIVIDUAL:			
The Bidder is an individual whose for	ull name is:		
The blader is all maividal whose it	all Harrie 13.		
and if operating under a trade name		s as follows:	
and it operating under a trade name	, sala trade name ic	do follows.	
	(SIGN BEL	OW)	
Dated		,	
		Legal Entity	
(0)5	2111EDE) D	5	
(SIC	in Here) By:		
SEAL-if Corporation.			
		Printed Name	
	•		
Subscribed and sworn to me this	day of		_, 20

My Commission Expires:

Notary Public

NOTICE OF	AWARD		
TO: CONTRA	ACTOR:		
ADDF	RESS:		
FROM:			
		, NC 27	
OWNER:	The City of Wilson 1800 Herring Avenue Wilson, NC 27894		
PROJECT:	Isolated Tempora	ary Seating Shoring at Fleming Stadium	_
	reby notified that the Owr bed project in response to it	ner has considered the Proposal submitted by you for thits Notice to Bidders.	е
It appears tha	at it is to the best interest of	f said Owner to accept your Proposal in the amount of	_ s
		notified that your Proposal has been accepted for horing at Fleming Stadium	
the undersigr ten (10) days If you fail to e	ned Owner and to furnish the from the date of the deliver execute said Contract and to	o furnish said Bond within ten (10) days from the date of deliver	n y
of your Propo	osal as abandoned and to	d to consider all your rights arising out of the Owner's acceptance award the work covered by your Proposal to another, or to reathereof as the Owner may see fit.	
Dated this	day of	, 2022	
		By:	
		Title:	
ACCEPTAN	ICE OF NOTICE		
	e above Notice of Award is, 20	hereby acknowledged this day of	
		Ву:	
		Title:	

# **Unit Price Bid Proposal**

(NOTE: Where unit prices are requested, Contractor to be paid for actual verified quantities installed in field; not by the bid quantities!)

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	BASE BID				
1	Cordon off and post signage at existing 2'-8" wide x 17' long seating.	22	EA	\$	\$
2	Cleaning and placement of self-leveling grout in sections of bleacher sections with 1/4" or greater spalling and/or with exposed reinforcement. Includes sandblasting and/or etching for adherence of grout.	4	EA	\$	\$
3	Elimination of trip hazard by placement of grout to form a slope/ramp; includes etching of existing deck surface for adherence of grout. Base bid is for 2 + an allowance of 2 for other locations designated in the field by the Engineer. See Plan General Note #10.	4	EA	\$	\$
4	Temporary stadium seating shoring using LVL's as shown on plans and depicted in details. Apply a roll of 15# felt over top of beams and tack felt to to side to protect from weather or apply a waterproofing sealant to LVL's. Base bid is for 28 locations. Contingency for additional locations covered under item A-1 below.	28	EA	\$	\$
5	Allowance for 2x2x1/4 angle bracing at specified locations (see plans and notes)	200	LF	\$	\$

	GRAND TOTAL BID \$				
Add -	Alternates (do not include in base bid total)			1	
A-1	Unit cost of Triple LVL's for additional seat shoring as ordered by the Engineer/Owner in field. (includes bracing, plates, bolts, non-shrink grout at bearing ends and intermediate top supports, etc. for a typical 17' bay or short intermediate bay and angled seating sections)	202	LF	\$	\$

## **Contract Time Stipulation:**

The proposed contract time is **75** calendar days. However, depending upon supplier/vendor delivery schedules, it is understood that additional time may be required to complete the project. Taking delivery schedule and 3<sup>rd</sup> party manufacturers, contractor to provide the "extra" time that will needed to be added to the proposed contract time Contract required based on information provided by vendors suppliers and

the necessary time to fabricate/modify	y same on	ce delivered	to site.	That additional time is:	days
yielding a total contract time of:	_days.				

## **ADD ALTERNATES NOTES**

- 1. Provide prices for bid alternates. Owner reserves the right to add to contract at their discretion. Unit prices to include all labor, material, and equipment cost.
- 2. Where unit prices are requested, Contractor to be paid for actual quantities verified by 3<sup>rd</sup> party. Failure to obtain approval for placement of any of the unit priced items requested or failure to obtain 3<sup>rd</sup> party quantity verification of material and/or quantities will null and void any claims by the Contractor for compensation for these items for any quantities greater than inspector's estimate of quantity or his/her field measurement.
- 3. The award of a contract will be made to the lowest responsible bidder meeting the requirements of the Contract Documents. However, when it comes to evaluation of the proposal based on cost alone, the determination of the lowest bidder will be based solely on the Grand Total Base Bid, shown above, without adjustments for either Add Alternates or from unsolicited bid qualifiers.
- 4. Design Loads to comply with requirement of Chapter 17 of the latest revision of the 2018 NC State Building Code but no less than a 100 psf Live Load.
- 5. Contractor to include any and all associated costs required for bleacher section replacement and shoring to render a complete project. This may include all bonds and insurance required, building permits, safety measures and barricades, etc.

**END OF SECTION 00300**