



REQUEST FOR PROPOSALS: RFP# 2022-01

TITLE: Abatement Services for 316 Tarboro St.

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

ISSUE DATE: January 07, 2022

MANDATORY ON-SITE PRE-BID MEETING: January 18, 2022 @ 9:30 am

OPENING DATE AND LOCATION: February 2, 2022 @ 2:00pm
City of Wilson Purchasing Department
1800 Herring Ave. E
Wilson, NC. 27893

SCOPE: The City of Wilson will open publicly, sealed proposals from qualified bidders to provide Abatement Services at 316 Tarboro St. Please see the scope of work below and report of asbestos survey (separate document) for further information.

Instructions to Bidders: Indicate FIRM NAME, TITLE (above), and RFP number (above) on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified below. Attach all requested/required documents in RFP behind Execution of Bid page.

Sealed proposals, subject to the entirety of this document made a part hereof will be received until 2:00 p.m. Wednesday February 2, 2022 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 technical inquiries concerning this project to: Jonathan Rogers
jrogers@wilsonnc.org

The envelopes containing the proposals should be sealed and clearly identified on the front as to the contents. The City will not accept bids by fax or by electronic email.

Bidders may hand deliver RFPs to the Purchasing Department, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method allow ample time for delivery as late bids will not be accepted.

INTRODUCTION

The City of Wilson is issuing this Request for Proposals (RFP) soliciting proposals from certified asbestos abatement and clearance firms to provide all services for the complete abatement and disposal of Asbestos Containing Materials >1% in a City owned building, as outlined in reports dated November 3, 2021 by SynTerra. The building is located at 316 Tarboro St. W. A summary of the survey findings is attached below and a mandatory PRE-BID meeting will be scheduled to meet onsite to discuss the abatement services.

PROPERTY ADDRESS (ES)

Address: 316 Tarboro St. W. Wilson, NC 27893

PIN: 3722-10-4646

Special Provisions: Pre-Bid meeting is mandatory.

SCOPE OF WORK: Each contractor is responsible to determine for themselves the accuracy of the volume estimates of asbestos containing material in the report. The selected contractor will be responsible for the safety and the security of the work site and must follow all Federal and/or State laws and regulations and provide documentation of proper disposal of the asbestos containing materials to the City of Wilson.

Provisions

- 1 All abatement work shall begin within sixty (60) days of the Notice to Proceed being given to the Contractor.
- 2 The Contractor shall comply with the directions of the local/state government representative having jurisdiction over the work, such as, but not limited to, the hours of work and the abandonment of utilities. The pricing submitted for the subject work shall be all-inclusive. The cost submitted will include the removal of all debris generated by the abatement, removal of any debris which is deemed necessary to complete the abatement, in addition to any tipping fees, and landfill fees.
- 3 **Safety Requirements:** The Contractor shall secure the area around the buildings by use of signs, barricades and/or personnel to assure that only authorized personnel will be on the site from the time of the beginning until completion. The Contractor shall not leave any part of the structure in a hazardous condition overnight or at any time. In addition, all rules and regulations of the Department of Labor, NC Department of Transportation, Occupational Safety and Health Administration, NC Building Code - Chapter 33 "Safeguards during Construction", and local authorities shall be abided by.
- 4 With the exclusion of lawful asbestos removal, contractor shall not assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the Agreement without the written consent of the City of Wilson.

Disposal and Final Steps

1 The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation Regulations. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction. All trucks utilized in hauling debris shall be provided with a means to effectively contain the debris on the vehicle while hauling. The Contractor shall leave the site clean and free of all debris whether the debris is associated with the building demolition or not.

2 The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Wilson with landfill tipping receipts prior to release of payment. Debris is to be delivered to the Wilson County C&D Landfill in accordance with state and local codes and ordinances. All loads shall be covered and secured prior to and during transport. The contractor relieves the City of Wilson of all liability in the disposal of debris. The Contractor is responsible for all fees and permits, if applicable.

3 All demolition sites shall be graded and leveled to provide positive drainage, for ease of maintenance, sufficient for a riding mower to travel over. Property must be seeded and covered with straw. Soil shall be of a quality that encourages vegetation. The Contractor shall apply Annual Rye mixed with hulled Bermuda and straw to the entire soil surface.

4 The City of Wilson encourages the recycling of materials, whenever possible. Documentation of recycling shall be provided to the City of Wilson prior to release of payment.

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) **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. This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- 3) **TAXES**: Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
- 4) **SITUS**: The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- 5) **GOVERNING LAWS**: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 6) **PAYMENT TERMS**: Payment terms are Net 30 after receipt of correct invoice or acceptance of goods, whichever is later. No payment shall be made until all work is satisfactorily completed and approved by the Inspector.
- 7) **AFFIRMATIVE ACTIVE**: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 8) **ADVERTISING**: Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.
- 9) **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.
- 10) **ASSIGNMENT**: No assignment of the contractor's obligations or the contractor'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 contractor, the City of Wilson 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 contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate the

City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

11) INSURANCE:

a.) COVERAGE – During the term of the contract, the contractor at its sole cost and expense shall provide commercial benefits of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

b.) Worker's Compensation – The contractor 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 \$150,000.00, covering all contractors' employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

c.) Commercial General Liability – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of the liability).

d.) Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

e.) REQUIREMENTS: Providing and maintaining adequate benefits coverage is a material obligation of the contractor and is of the essence of this contract. All such benefits shall meet all laws of the State of North Carolina. Such benefits coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Benefits to do business in North Carolina. The contractor shall at all times comply with terms of such benefits policies, and all requirements of the insurer under any such benefits policy, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each benefits policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

12) CANCELLATION: All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days' prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. Mail, Certified and Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

13) QUANTITIES: The award of a contract neither implies nor guarantees any minimum or maximum purchases thereunder unless otherwise specified and agreed to mutually by both parties.

- 14) PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
- a. Notification: Any notification must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacture's official notice or other acceptable evidence that the change is general in nature.
 - b. Decreases: The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
 - c. Increases: All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. Invoices: Include contract number on all invoices. It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.

- 25) 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>
- 26) IDEMNIFICATION:** To the fullest extent permitted by law, (vendor) shall indemnify, defend, and hold harmless the City and the City' officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent they arise or are alleged. Also, the Contractor agrees to fully indemnify and hold the City of Wilson harmless for any and all liabilities for damages incurred by the Contractor during the demolition of said structure(s) and removal of debris.
- 27) PERFORMANCE:** No bids will be accepted from contractors who, in the past have violated dumping regulations, failed to timely complete City of Wilson demolition projects, or have contributed to the blight of the City of Wilson.
- 28) AWARD:** Abatement bids shall be awarded to the lowest responsive, responsible bidder, taking into consideration quality and performance. The City of Wilson reserves the right to reject any and all bids or to re-advertise should the need arise.
- 29) HAZARD/SAFETY:** The Contractor is to notify the appropriate local/state official immediately of any situation which causes a health or safety risk to workers on site. Hazardous or toxic waste must be disposed of in accordance with federal, state, and local ordinances.

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 conditions set forth in this RFP and agrees to them with no exceptions.

ASBESTOS ABATEMENT FOR THE FOLLOWING ADDRESS (ES)

Address: 316 Tarboro St. W. Wilson, NC 27893

PIN: 3722-10-4646

TOTAL PRICE: _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ **TITLE:** _____ **DATE:** _____
(Signature)

(Typed or printed name)

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:** _____

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.