



REQUEST FOR PROPOSALS: RFP# 2022-05

TITLE: PD Officer Memorial Project

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

ISSUE DATE: January 31, 2022

MANDATORY ON-SITE PRE-BID MEETING: February 9, 2022 @ 10:30 am at memorial site address (below)

OPENING DATE AND LOCATION: February 23, 2022 @ 2:00 pm
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 for a Memorial as described below in this RFP. Please see the general description and information contained herein.

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 23, 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: Russell Winstead
rwinstead@wilsonnc.org

Direct any questions about the RFP to: Ricky Wilson
rvwilson@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) and inviting bidders to design, build, and install a memorial for our fallen officers. This memorial would be custom in many aspects with some general descriptions of size, shape, measurements, colors, engravings, etc. This memorial is to be placed in front of the PD on the right of the flagpole equidistant as the other memorial. Final drawing/draft will be approved by the Police Department through Russell Winstead.

Memorial Site Address:

**Wilson PD HQ Building (Front)
120 Goldsboro St. E
Wilson, NC. 27893**

SCOPE OF WORK: Each vendor is responsible to determine for themselves the labor, materials, and cost of the entire project in one cost as a finished product to the City and satisfaction of the Police Department. **Pre-Bid meeting is mandatory** in order for your bid to be considered. The meeting will help ensure that the bidder can provide the city a more accurate bid price after viewing the site. A picture/drawing of the finalized monument is requested to be submitted with your bid.

General Specifications

Specifications: (Pictures below are for reference only, engravings will be custom)

The memorial is going to be located directly in front of the Wilson Police Department Headquarters to the right of the flagpole, equidistant from the flagpole base as the K-9 memorial.

Memorial to be black and grey stone (grey to match K-9 memorial next to this memorial or as close to as possible)

Engravings – The engravings will be custom to the preference of the City of Wilson Police Department, but will include a badge engraved on the black stone in grey color, a quote or scripture under the badge on the black stone in grey, and the officer's names below the quote or scripture (3 total) in grey on the black stone (similar to picture 1).

Front – consists of engravings of badge, a scripture/quote, fallen officers names engraved (all grey) - (Reference picture 1).

Back – plan for room prepared for names to be added if ever needed

Main Marker Stone – (reference picture 1 for shape below) about 5-6 feet high by 3 feet wide. black in center, grey as border on sides.

Base Stone– 4 feet wide and Grey in color (similar to picture 2), thickness to be between 8-10 inches.

Picture 1



Picture 2



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.
- 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 manufacturer'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. Bids shall be awarded to the lowest responsive, responsible bidder, taking into consideration quality and performance.

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.

References:

Company Name:	Contact Name:	Telephone and/or E-mail:	Project:

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.

PD Officer Memorial Project – Bid 2022-05

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.