

ADVERTISEMENT



**City of Wilson
Wilson, North Carolina**

“Trailer Mounted Underground Puller”

RFP - Bid #2022-32

Due Date and Time: 09/15/2022 @ 2:00 pm

**Location: City of Wilson Operations Center – (Purchasing Office)
1800 Herring Ave.
Wilson, NC. 27893**

Sealed proposals endorsed "**Trailer Mounted Underground Puller**" to be furnished to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Purchasing Manager, until **2:00 P.M., Thursday September 15, 2022.**

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

IT IS THE BIDDERS RESPONSIBILITY TO INSURE THAT BID PACKAGES ARE DELIVERED TO THE PURCHASING OFFICE BY THE DUE DATE AND TIME.

Specifications are included but, also may be obtained from the office of the Purchasing Manager, Operations Center, Warehouse / Purchasing Department, 1800 Herring Ave., Wilson, North Carolina.

All qualified proposals / bids will be evaluated and award made to 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 unqualified right to reject any and all offers if determined in its best interest.

Instructions to Bidders

(Equipment, Supplies, Etc.)

1. Bids shall be directed in a sealed envelope to the Purchasing Manager, City of Wilson, Operation Center, 1800 Herring Avenue, Wilson, North Carolina 27893. Bid proposals will consist of 1 unpriced proposal for technical review and 1 priced proposal for financial evaluation. The envelope shall be clearly marked “priced” and “unpriced” as applicable. **The envelope should be plainly marked with the bid number, date and time of bid opening and name of bid.** It shall be the responsibility of the bidder to ensure that his/her bid is received by the Purchasing Manager **by the time stated herein**. Late bids will not be considered.
2. Bids must be valid for a minimum of ninety (90) days from date of bid opening.
3. Do not submit alternates unless requested to do so. If alternate bids are requested, the envelope(s) must be clearly marked “primary bid” and “alternate bid”.
4. Every part and accessory of a standard unit shall automatically be included and become a part of these minimum specifications.
5. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other person, firm or corporation offering a proposal for the same purpose and that his/her proposal is in all respects fair and without collusion or fraud.
6. All bids and proposals for furnishing equipment, materials or apparatus in accordance with the specifications prescribed by the City of Wilson will continue to be on file in the office of the Purchasing Manager at the Operation Center, 1800 Herring Ave., Wilson, North Carolina and are available for inspection during regular working hours.
7. **Bond Requirements:**

A. **Bid Bond:** **REQUIREMENT WAIVED**

NORTH CAROLINA STATE LAW (G.S. 143-129) REQUIRES THAT ALL BIDS BE ACCOMPANIED BY A BID DEPOSIT. (*Please note carefully*)

No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of **not less than five percent (5%)** of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds.

This deposit may be retained by the City of Wilson if the successful bidder fails to execute the bid obligation or fails to give satisfactory surety as required herein.

Money orders, uncertified checks, etc., are not acceptable as bid deposits.

Unsigned bids and bids with incorrect bid deposits cannot be considered.

Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

B. Performance Bond: REQUIREMENT WAIVED

Once the contract has been awarded, the successful bidder must furnish a Performance Bond. The performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the City. The bond shall be executed by a surety company **authorized to do business in North Carolina**. In lieu of the bond, cash, government securities or a certified check in the full amount of the contract (100%) may be deposited. Such deposit shall be filed within 30 days from date of awarding contract.

It shall be the responsibility of the bidder to cover the cost of the performance bond, in his bid. The City will not pay an additional amount at a later date for the bond.

The City Council may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure.

The bidder should assume that a performance bond will be required unless otherwise indicated in the instructions to bidders.

8. Award of Bid:

- A. Bids shall be awarded to the lowest responsive responsible bidder, taking into consideration adherence to specifications, quality, performance, the time of delivery, technical support, past performance and other relevant factors.
- B. All bids of \$90,000 or more require City Council approval. The Council normally meets officially at **7:00 P.M.**, on the **third Thursday** of the month. Bidders may attend the session.
- C. The City of Wilson reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the City reserves the right to make the award in the best interest of the City of Wilson.
- D. It is City policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend the bid openings which are normally conducted in the Purchasing Manager's office, Operation Center, 1800 Herring Ave., Wilson, North Carolina. Bid tabulations will be available after all technical reviews have been completed at <https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=6cb6f6ea-36f1-43a9-ae1b-61fdecb8b52b>

9. Taxes:

Do not include sales or federal excise tax in proposal figures. The City pays all applicable sales tax, however, and should be invoiced accordingly. The City is exempt from Federal Excise tax and will issue a Federal Exemption certificate upon request

10. **Prices:**

All prices must be quoted **F.O.B. City of Wilson – Designated Site, Wilson, North Carolina.**

11. **Altering Contracts:**

No such contract shall be altered except by written agreement (change order) with the contractor, Purchasing Manager and the City Council body of the City of Wilson.

12. **Questions:**

Any question(s) about this proposal will need to be sent in writing to Ricky Wilson, Purchasing Manager's e-mail: rwilson@wilsonnc.org. An addendum may or may not be issued depending if question(s) are asked or any changes that would affect this bid materially. Please allow ample time for the question to be answered via e-mail or addendum.

General Statue 143-129 governs purchasing in the state. Bids are awarded according to its provisions.

The General Statutes of the State of North Carolina, the Charter of the City of Wilson, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.

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GENERAL 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 unless otherwise mention in this document.
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. **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.
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. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org
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. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** 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. **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 Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
12. **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.
13. **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.

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) **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.

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.
16. **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.
17. **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.
18. **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.
19. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
20. **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.
21. **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.
22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **AWARD**: In accordance with state law (G.S. 143-129). Bids shall be awarded to the lowest responsive responsible bidder, taking into consideration adherence to specifications, quality, performance, the time of delivery, technical support, past performance and other relevant factors.
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 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.
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. **VENDOR REGISTRATION**: All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link. A W-9 form is required to be uploaded. <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

- 32. **BRAND NAMES AND REFERENCES:** Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality or informative purposes to understand the item(s) being solicited. They are not intended to be restrictive and provide the opportunity to bid an equivalent. Bidders are required to state exactly what they intend to furnish; otherwise it is fully understood that they will furnish all items as stated.

- 33. **TIME FOR DELIVERY:** The time for delivery must be stated in calendar days on the Bid/Proposal Sheet and may be a factor in making awards, price notwithstanding.

REFERENCES

COMPANY NAME: _____

Provide three references for our records:

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

SCOPE

The City of Wilson desires to purchase (1) one - Trailer Mounted Underground Puller and accessories equal to or equivalent to the below specifications. Accessories shall be included in prices as they are requested by the department for this piece of equipment.

TECHNICAL SPECIFICATIONS

Sherman+Reilly brand model DDHXA-75 or equivalent

Specifications: _____ Bidder Specification (Circle One)

Single Axle, Trailer Mounted	Y E S / N O
Pulling Capacity 7500 lbs.	Y E S / N O
Electric Brakes with safety break away switch	Y E S / N O
Single Engine with electric start to power engine and compressor	Y E S / N O
Air Compressor (on-board)	Y E S / N O
Air Compressor hose (50ft preferred) with easy connect ends	Y E S / N O
Hydraulic Jacks x 3	Y E S / N O
Fully articulating, 3-axis boom	Y E S / N O
3/8" x 2,000' steel pulling cable	Y E S / N O
RF remote controlled hydraulic boom	Y E S / N O
Tensiometer	Y E S / N O
Digital Display for all machine operations, diagnostics and pull status	Y E S / N O
Digital Electronic Load Recorder	Y E S / N O
US DOT LED lighting	Y E S / N O
Fire Extinguisher (on-board)	Y E S / N O
In-service training required once unit arrives on site	Y E S / N O

Accessories:

Air adapter kit to fit 2", 2-1/2", 3", 4", 5", and 6" Conduit.	Y E S / N O
Underground Blocks set to fit sizes 2", 2-1/2", 3", 4", 5", and 6".	Y E S / N O

Substitutions: Substitutions and standard equipment changes are not permitted without prior written approval from and authorized City of Wilson Employee.

RFP# 2022-32 -Bid Sheet (Required)

Price: _____

NC Sales Tax: _____

Delivery Cost (if applicable) _____

Total Cost to City with accessories: _____

Anticipated Delivery (Once Ordered): _____

Company Name: _____

Federal Id# _____

NC Contractors license: _____

Contact person and e-mail: _____

Authorized Signature: _____

Print Name of Authorized Signature: _____

Title: _____

Number of Addendums Acknowledged (circle one) N/A 1 2 3 4

Additional paperwork shall be attached behind this form with proposal submission in order for the City of Wilson to evaluate including but not limited to an itemized proposal, additional specifications, exceptions, etc. to determine lowest responsive responsible bidder. An authorized signature must be present for the bid to be considered.