

## KEY INFORMATION SUMMARY SHEET

Request for Bids  
Stream Debris Removal Project

Stream Debris Removal Contractors:

Please reference the following important documents:

- Scope of Work
- Link: Best Management Practices (BMP's) For Selective Clearing and Snagging
- Project Map
- Non-Conclusion Affidavit
- Proposer Certification Form
- Certification concerning Debarment and Suspension
- Project Bid Sheet

**RFB Number:** 2022 - 07

**RFB Issue Date:** 03 / 01 / 2022

**Mailing address to submit proposals:** City of Wilson  
ATTN: Brooks Bunn  
PO Box 10  
Wilson, NC 27894

**If delivered by hand:** Address: 1800 Herring Avenue  
Wilson, NC 27893

**Deadline for Written Questions:** Date: Monday March 14 , 2022 10:00 AM  
Please address to: [bcbunn@wilsonnc.org](mailto:bcbunn@wilsonnc.org)

**Bid Due Date/Time:** Date: Monday March 21, 2022 2:00 PM

**Project Completion:** Prior to December 1, 2022

## Stream Debris Removal Project

### 1.0 Introduction

The City of Wilson is soliciting sealed bids for contractors and professional firms to perform the removal of stream debris in Hominy and Toisnot Swamp throughout the City of Wilson. Copies of the Request for Bid (RFB) package may be obtained by applying to the City of Wilson Office, phone (252)296-3305 during regular business hours. They can also be obtained on our website at <http://www.wilsonnc.org>. The City of Wilson reserves the right to reject any and/or all bids. The City of Wilson encourages all businesses, including minority, women owned businesses to respond to all Request for Bid.

### 2.0 Preparation of Proposal

Each bidder must thoroughly examine the Request for Bid and contract documents to ensure that the vendor can meet all requirements. Bids shall be submitted on the forms included within the RFB documents.

Bids shall be signed by the person or persons legally authorized to bind the Service Provider to a contract. Bids that are not signed will be rejected. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed.

Failure to submit a bid with all proposal requirements may be considered sufficient cause for rejection of the bid. Any interlineations, alterations or erasures must be initialized by the signer of the bid.

Bids shall remain firm for a period of ninety (90) calendar days after bids are due.

### 3.0 Bid Requirements

Bidders are required to verify compliance with the following requested items and include with their bid those items as requested or be prepared to furnish at a later date as specified. Lack of compliance may result in automatic disqualification.

- a.  Submit a detailed cost proposal.
- b.  Bid Bond: The Bid Bond must be included in the bid package at the time of opening.
- c.  No Bid Bond require.
- d.  Performance and Payment Bond required.
- e.  Certificate of Insurance upon notification of award.
- f.  Performance Bond upon notification of award
- g.  Brochures, catalogs, model numbers or pertinent literature where applicable.
- h.  All required forms signed by authorized personnel.
- i.  Notarized Non-Collusion Affidavit (form provided)
- j.  Proposer's Certification Form (form provided)
  
- k.  Notarized Certification Regarding Debarment & Suspension (form provided)
- l.  Exceptions to the Proposal & Sample Service Agreement Form (form provided)
- m.  References (form provided)
- n.  Minority business forms
- o.  Specification compliance form.
- p.  Awarded contractor will be required to enter into a written contract provided by the City.

### 4.0 Scope of Work

The contractor will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries.

The contractor will ensure that all required permits are secured for each site before any work proceeds for that site.

- a. Reporting: The contractor will submit quarterly progress reports, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for that quarter.

The quarterly and final report shall include a narrative summary of the work completed in the quarter and for total project.

- b. Invoicing and Payments-The contractor shall submit an invoice on the Stream Debris Removal Project invoice form indicating the amount requested for reimbursement on completed work.

Five percent (5%) of the contract amount will be withheld until all final work is complete and all reports and work has been satisfactorily completed.

Staff from the City of Wilson will conduct site visits and approve the work completed before releasing any payment to the contractor. The City must satisfactorily determine that all work has been completed in accordance with the Woody Debris Removal Guidelines.

### **Scope of Work Stream Debris Removal Project**

City of Wilson (the "GRANTEE") will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody/vegetative debris that impede or potentially impede water flow in the streams and tributaries included in Table A1 below (taken from the application submitted by the GRANTEE). The GRANTEE must use its best judgement to only remove debris resulting from hurricanes.

Table A1: Stream/Ditch Segments to be repaired

Name/Description of Stream or Channel	Description of Damage & Planned Repair	Approximate length of Channel (ft.)	Number of Known Beaver Dams to Remove
Hominy Swamp in the City of Wilson beginning at 4407 Airport Dr. NW to 3100 Stantonsburg rd. SE	Snag and pull, chainsaw, handsaw to remove woody/vegetative debris  Segment 1- Airport Dr. to Stantonsburg Rd.	21,789 feet	0
Toisnot Swamp in the City of Wilson beginning at 4407 Lake Wilson Rd. N to 1520 US 301 N	Segment 2- Lake Wilson Rd. to US 301 N	25,763 feet	0

The GRANTEE will ensure that all required permits are secured for each site before any work proceeds for that site.

The GRANTEE will ensure that it follows the Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded at:

## 5.0 Submittals

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on Monday March 21, 2022**. No bid will be accepted after the official time and date. Vendors mailing responses should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to the City of Wilson Operation Center Office on or before the specified time and date is solely and strictly the responsibility of the responding vendor.

The City will in no way be responsible for delays caused by any occurrence.

Responses may be hand carried or mailed to:

**Mailing Address:**

City of Wilson-Engineering  
Attn: Brooks Bunn  
PO Box 10  
Wilson, NC 27894

**Physical Address:**

1800 Herring Avenue  
Wilson, NC 27893

**Hours of Operation:**

8:00 am until 5:00 pm (EST)  
Monday thru Friday

Only **sealed** bids will be accepted; **no e-mail submittals accepted**; however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked "**Stream Debris Removal Project**". All bids shall be submitted: **One original and 1 copy**.

## 6.0 Questions

**All questions pertaining to this Request for Bid (RFB) shall be submitted in writing no later than Monday March 14, 2022.** Questions may be faxed or emailed to Brooks Bunn, Water Infrastructure Division Coordinator at (252) 2205-2540 or emailed to [bcbunn@wilsonnc.org](mailto:bcbunn@wilsonnc.org). Only written questions will be considered formal. **Any information given verbally or by telephone will be considered informal.** Any questions that the City feels are pertinent to all proposers will be posted as an addendum to the RFB on the website. Fax and e-mail messages will be treated as written questions.

## 7.0 Bidder Responsibility

The bidder is responsible for verifying any information provided and to familiarize them with the work required prior to bidding. A plea of ignorance of the conditions that exist, conditions that may hereafter exist, or difficulties that may be encountered in the execution of the work as a result of failure to make necessary investigations and examinations will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

## 8.0 Subcontract

The successful bidder is the primary contractor and will perform the work using their work force. The

vendor shall not sub-contract the services/work without prior written approval of The City of Wilson.

## 9.0 Quality of Services

It is preferred that the vendor have a minimum of five (5) years of experience in this field. The selected vendor expressly warrants that all services specified in this RFB will be performed with skill, care, and diligence and in accordance with all requirements under the RFB. The selected vendor agrees to correct any deficiencies in its provision of services upon notification by the City and without additional expense to the City.

## 10.0 References

Bidders shall provide a minimum of three (3) references for which this type of service has been provided. Reference information shall be submitted on the form enclosed.

## 11.0 Exceptions to the Bid

Exceptions to any specification or requirement contained herein must be clearly stated on the "Exceptions to the Bid and Sample Agreement" form. The Exception to the Bid form is provided herein.

## 12.0 Withdrawal of Bid

A bidder may withdraw its Bid prior to the time that bids are due by sending a written request to the The City of Wilson. Withdrawal of the bid after the deadline may only be withdrawn in accordance with N.C.G.S. 143-131.1.

## 13.0 Non-Collusion Affidavit

Each submittal must be accompanied by a **notarized** affidavit of non-collusion, executed by the vendor or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit form is provided herein.

## 14.0 Evaluation

The City of Wilson reserves the right to reject any or all bids and to waive any minor informality in a bid. Award will be made to the vendor whose bid is most advantageous to the City taking into consideration the following criteria:

- Qualifications, Experience and Design
- The ability, capacity, and skill of the bidder to perform the services required under the RFB
- Whether the bidder can provide the services promptly, within the time specified, and without delay or interference
- The quality of service and level of performance of a bidder under previous contracts
- Financial Qualifications (this information is not required with submittal but will be requested at a later date)
- Cost Effectiveness and Value

As part of the evaluation process, the evaluation committee **may** engage in discussions with any service provider. Discussions might be held with individual service providers to determine in greater detail qualifications, to explore the scope and nature of the required contractual services, to learn the proposed method of performance, and to facilitate arriving at a contract that will be satisfactory to The City of Wilson.

Since the City may choose to award a contract without engaging in discussions or negotiations, the bid submitted shall define the Service Provider's best offer for performing the services described within this RFB.

## 15.0 Award of Contract

The selected vendor will be notified in writing within thirty (30) days after the receipt of the bids. Verbal notification of award is not considered a liable means of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the City, the successful bidder will perform the services as specified at the stated prices, within the time specified, and in accordance with all provisions of the proposal documents.

A 5% retainage will be held until the end of the project. A signed affidavit will have to be signed stating all subcontractors, trades and invoices pertaining to the project have been paid in full before the retainage will be paid.

## 16.0 Proprietary Information

Trade secrets or proprietary information, submitted by a vendor in connection with a procurement transaction, shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials, must identify the data on other materials to be protected, and state the reasons why protection is necessary.

**Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

## 17.0 Insurance Requirement for Service

- A. Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$1,000,000 each accident. This insurance must include a waiver of subrogation in favor of the City.
- B. Commercial General Liability: Shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
- C. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 each accident combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- D. The Contractor shall furnish a copy of an original Certificate of Insurance, naming the City of Wilson as an additional insured. Should any of the policies be canceled before expiration date, the issuing company will provide by mail thirty (30) days written notice to the certificate holder. This contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the City of Wilson and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

## 18.0 Payment

- A. Payment for completed services will be made upon acceptance of the services and submission of an invoice to the address on the purchase order. Payment will be based on actual work completed.
- B. At a minimum, invoices will include: (1) current segment, (2) the purchase order number, (3) percentage complete of the total price-current and previous, (4) total amount invoiced for this

submittal.

- C. The City normally pays its invoices within thirty (30) days upon receipt of an invoice. Invoices must have the information requested above for prompt payment.

## 19.0 Proposal Format

The City of Wilson desires all proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the service provider's preference, the City requires strict adherence to the format. The proposal will be in the format described below:

- A. **Cover letter:** The Proposal must include a letter of transmittal attesting to its accuracy and be signed by an individual authorized to execute binding legal documents on behalf of the service provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the service provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with The City of Wilson. The cover letter shall present the service provider's understanding of the project and a summary of the approach to be undertaken to perform the services.
- B. **Background and Experience:** Include information concerning the general organization and staffing as well as experience with similar projects and provide an overview and history of your company. Describe how long your company has been providing services to local governments and describe the local staff that will be handling the services.
- C. **Proposed Solution:** Given the purpose of this project and the City's goals as stated in this RFB, provide a detailed solution to meet such goals. Include the steps the organization will take to ensure that the transition or set-up for the services runs smoothly for City of Wilson along with a project schedule. Also, describe the communications scheme that your organization will use to keep The City of Wilson informed.
- D. **Quality Control:** The service provider shall describe how they handle the material throughout this project. Also, identify potential risks associated with this project and explain the contingencies that have been built in to mitigate such risks.
- E. **Required Forms:**
  - 1. Non-Collusion Affidavit
  - 2. Proposers Bid Certification Form
  - 3. Certification Regarding Debarment and Suspension
  - 4. Exceptions to the Proposal and Service Agreement Form
  - 5. Detailed Pricing Schedule prepared by Service Provider (Proposal shall include all costs related to the project.)
  - 6. Iran Divestment Act

Service Providers are required to organize the information requested in this RFB in accordance with the format outlined. Failure to organize the information required by this RFB as outlined may result in the City, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFB. However, the service provider may reduce the repetition of identical information within several sections of the proposal by making the appropriate cross-references to other sections of the Bid.

All Bids shall be 8 1/2" x 11" format with all standard text no smaller than ten (10) points. There is a limit of 5 pages submitted not including forms provided.

The City of Wilson reserves the right to accept a response that does not satisfy all requirements but which, in the city's sole judgment, sufficiently demonstrates the ability to produce, deliver, and to satisfy the major requirements set forth in the RFB. The county reserves the right to interview any

or all respondents set forth in the RFB, or to ask for additional information or clarifications.

## **20.0 E-Verify**

The Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



**21.0 Iran Divestment Act Certification**

RFP Number (if applicable): \_\_\_\_\_  
Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In addition, no parent entity owning more than 20% nor any majority-owned subunit or subsidiary of the vendor or bidder listed above is listed on the said Final Divestment List.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

*Notes to persons signing this form:*  
N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.  
The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
City of Wilson

\_\_\_\_\_ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to retain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Wilson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**This form must be notarized:**

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**PROPOSER'S CERTIFICATION FORM**

To Whom It May Concern:

I have carefully examined the Request for Bid and any other documents accompanying or make a part of this Request for Bid.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Wilson or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the City reserves the right to reject any or all bids.

_____	Federal Tax ID: _____
Name of Firm	
_____	Phone #: _____
Authorized Signature	
_____	Fax #: _____
Printed or Typed Name & Title	
_____	Email: _____
Mailing Address	
_____	Date: _____
City/State/Zip Code	

(Seal, if corporation)

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

\_\_\_\_\_  
Signature (Seal if Corporation)

\_\_\_\_\_  
Title & Date

**This form must be notarized:**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## EXCEPTIONS TO THE BID AND SAMPLE SERVICE AGREEMENT

Please list here all exceptions to the Stream Cleanout Project below. Failure to do so may result in disqualification of this bid. Any RFB clauses to which the vendor does not take exception will assume to be agreed upon by the vendor. For any exception, please reference the appropriate page/section number.

## CUSTOMER REFERENCES

Please provide, at a minimum, three (3) references in which your company has completed similar projects **within North Carolina**. Please use references of comparable projects and/or government entities.

Agency/Company Name:  
Street Address:  
City, State, and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

Agency/Company Name:  
Street Address:  
City, State, and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

Agency/Company Name:  
Street Address:  
City, State, and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

Agency/Company Name:  
Street Address:  
City, State, and Zip:  
Contact Name:  
Contact Phone Number:  
Date Service Provided:

**PROJECT BID SHEET**

STREAM DEBRIS REMOVAL

SEGMENT 1 \$

SEGMENT 2 \$

TOTAL PROJECT COST \$