



REQUEST FOR PROPOSALS: RFP# 2023-21

TITLE: ELECTRIC LINE TREE TRIMMING & REMOVAL NE QUADRANT

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

ISSUE DATE: 04/24/2023

OPENING DATE: 05/23/2023 at 2:00pm

SCOPE: The City of Wilson is accepting bids for performing electric line clearance tree trimming and removal along the City's electric distribution system on a lump-sum basis based on the below specific requirements and information in this document.

Instructions to Bidders: Indicate CONTRACTOR 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.

NOTE: This contract contains a clause for liquidated damages, this can be found in the Terms and Conditions section of this RFP, number (27).

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.

LINE CLEARANCE TREE TRIMMING and REMOVAL

1. General

- 1.1. Perform electric line clearance tree trimming and removal along the electric distribution system on a lump-sum basis. **Area to be trimmed is the northeast quadrant of the electric distribution system with approximately 214.33 circuit miles.** A map is available upon request.
- 1.2. Company shall be licensed and experienced in performing tree trimming around electrical conductors energized at 23/13.2 kV & 12.47/7.2 kV.
- 1.3. All work performed shall be in compliance with any and all OSHA and NESC requirements for performing work of this nature, all federal, state, and local regulations, industry standards, the latest revision of ANSI A300 regarding Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and Dr. Alex L. Shigo’s booklet entitled “Pruning Trees Near Electric Utility Lines”.
- 1.4. The Company awarded the contract shall be responsible for providing all labor, materials, transportation and insurances necessary to perform the work and shall provide any and all traffic cones, traffic signs or other safety equipment necessary in performing the requirements of this contract.
- 1.5. Work is to be started within thirty (30) days after award of bid and signed contract and continue until completion of work.
- 1.6. All work is to be performed during daylight hours 6:30 AM – 5:00 PM Monday through Friday excluding City holidays.
- 1.7. Completion Date: All work is to be completed by the end of May 2024 or liquidated damages will apply.

2. Employee Qualifications

- 2.1. Company shall provide only “qualified employee” or “line-clearance tree trimmers” as defined by OSHA 26CFR1910.269, trained and experienced in trimming, pruning and removal of vegetation near 23/13.2 kV & 12.47/7.2 kV energized power lines.
- 2.2. These workers shall be considered to be “qualified persons” for the purpose of OSHA 1910.331(c) (1). Company shall be responsible for ensuring that personnel are aware of the minimum approach distances allowed by OSHA and maintain the appropriate approach distance based on the employee’s experience

and training.

- 2.3. Each line-clearance tree trimmer who is not a qualified employee shall also be trained and competent in:
 - 2.3.1. The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment
 - 2.3.2. The skills and techniques necessary to determine the nominal voltage of exposed live parts
 - 2.3.3. The minimum approach distances specified in this section corresponding to the voltages to which the employee will be exposed and the skills and techniques necessary to maintain those distances.
 - 2.3.4. Furthermore, the contractor shall assure that the employees are provided with and utilize proper Personal Protective Equipment including but not limited to Flame retardant clothing which is necessary to minimize or eliminate injuries due to electrical arc flash injuries when working within the arc protection boundary. It is the contractor's responsibility to determine the arc protection boundary and the incident energy levels which the employees will be exposed.

3. General Specifications

- 3.1. Company is to remove all branches less than or equal to 10 inches in diameter at the reach height from a 65' bucket truck or to the top of the utility pole whichever is greater within the following horizontal or vertical distance from the outer most conductor on the trimming side:
 - 3.1.1. Primary Distribution Voltage Lines: Fifteen Feet (15') or established right of way
 - 3.1.2. Guy Span: Fifteen Feet (15')
 - 3.1.3. Distribution Secondary Voltage Lines: Six Feet (6')
 - 3.1.4. Below Neutral: Six Feet (6')
 - 3.1.5. All R-O-W will be trimmed from ground to sky
 - 3.1.6. All established R-O-W shall be mulched with a Fecon head or equivalent
- 3.2. Trimming for service lines from pole to buildings is not required a part of this contract.

- 3.3. All brush and logs are to be removed on a daily basis.
- 3.4. Brush, vines and undesirable woody vegetation shall be removed or pruned around creek and riverbanks, ditches, fence lines, and around poles, stub poles, guy poles, guy wires and other obstructions. The contractor shall keep all creeks and drainage ditches clear of brush to ensure proper drainage.
- 3.5. All non-ornamental trees in rural areas that have never been trimmed located beneath the distribution lines are to be removed that are within the specified trimming clearances. The remaining part of the stump that is left shall not exceed four (4) inches in height in unkempt areas and two (2) inches in kempt areas.
- 3.6. All dead and marked trees are to be removed and hauled away.
- 3.7. It is the Company's responsibility to inspect all trees along the designated area to determine the extent of trimming necessary to meet the required clearances. Failure to inspect before submitting a bid price proposal does not relieve the Company from meeting all specification requirements.

4. Payments

- 4.1. There will be three payouts for this contract once completion of the contract has been approved, awarded, and accepted by the City of Wilson.
 - 4.1.1. 25% payment at 40% completion
 - 4.1.2. 25% payment at 80% completion
 - 4.1.3. Remaining 50% payment at 100% completion.

5. Addendum(s) if applicable, can be found under bid information at:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=6cb6f6ea-36f1-43a9-ae1b-61fdec8b52b>

Number of addendums acknowledged: (Circle One)

1 2 3 4 N/A

6. Bid Price

Bid Price \$	Company Name:
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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) **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. This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- 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**: 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.
- 6) **GOVERNING LAWS**: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 7) **INSPECTION AT CONTRACTOR'S SITE**: The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson'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. Contractor will cover the cost of a visit and a witness test, if necessary, of a City representative at the contractor's manufacturing facility.
- 8) **PAYMENT TERMS**: Payment terms are Net 30 after receipt of correct invoice or acceptance of goods, whichever is later unless otherwise specified in this document.
- 9) **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.

- 10) 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.
- 11) STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or reexamination listing or identification marking of the appropriated safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's Laboratories and / or National Electrical Manufacturers' Association of electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air, and water pollution.
- 12) PATENT:** The contractor shall hold and save the City of Wilson, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including used by the government.
- 13) ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.
- 14) 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.
- 15) 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.
- 16) 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.

17) CANCELLATION (TERM CONTRACTS ONLY): 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.

18) QUANTITIES (TERM CONTRACT ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

19) PRICE ADJUSTMENTS (TERM CONTRACT ONLY): 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: 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.

20) 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.

21) 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.

22) EVALUATION OF BID: All qualified proposals/bids will be evaluated and award made to the contractor(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.

23) 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.

24) 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.

27) LIQUIDATED DAMAGES: Time is of the essence in this contract. Damages for delay shall be at the rate of one thousand dollars (\$1,000) per calendar day for failure by the contractor to perform the services within the time for completion.

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STATE OF NORTH CAROLINA
AFFIDAVIT
COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer 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 authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This _____ day of _____, 2022.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____ day of _____, 2022.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

REFERENCES

COMPANY NAME _____

Indicate below three agencies for which you have provided tree trimming services within the past three years:

Company: _____

Contact Name: _____

Phone Number: _____

Company: _____

Contact Name: _____

Phone Number: _____

Company: _____

Contact Name: _____

Phone Number: _____

EXECUTION OF BID

By submitting this BID, the potential contractor certifies the following:

- An authorized representative of the company 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/or 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.

Electric Line Clearance Tree Trimming and Removal RFP# 2023-21

TOTAL PRICE: _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ **TITLE:** _____ **DATE:** _____

(Typed or printed name)

(Signature)

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.