



REQUEST FOR PROPOSALS

RFP# 2020-03

TITLE:

**SALE OF TRANSFORMERS AND
BREAKERS**

ISSUING AGENCY:

**CITY OF WILSON
PURCHASING DEPARTMENT
P.O. BOX 10
WILSON, NC 27894-0010**

ISSUE DATE:

May 19th 2020

OPENING DATE:

June 2nd 2020 @ 2:00 pm

SCOPE:

The City of Wilson is accepting bids for one lot consisting of about fifty (50) transformers, the transformers have been removed from service and are located at the City of Wilson Operations Center, 1800 Herring Avenue, East. Wilson, NC 27893. Call Dalton Bowman at 252-290-1245 or Daniel Gillen at 252-296-3308 if you wish to inspect the items. Please see accompanying list for details.

The Buyer will be responsible for all aspects of the transformers after they leave the lot including, but not limited to, adding/testing oil, assembly, intended purpose, any environmental concerns, maintenance and operation. The Buyer will responsible for meeting federal and state laws, regulations, and requirements related to the transportation, continued use, management, and eventual disposal of the transformers. Items are sold "as-is", "where-is" and there are no refunds. Buyer is responsible for loading all items; the City of Wilson may provide assistance.

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified below.

Sealed proposals, subject to the terms and conditions made a part hereof will be received until 2:00 p.m. Tuesday June 2, 2020 in the office of the Purchasing Manager, Operations Center, Purchasing Department / Warehouse, 1800 Herring Ave., Wilson, NC for about fifty (50) transformers in attached list which total 4153 KVA. Any questions may be directed to Dalton Bowman, dbowman@wilsonnc.org

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Direct all inquiries concerning this RFP to:

Ricky Wilson
252-399-2405
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.

PAYMENT MUST BE BY MEANS OF A CASHIERS CHECK OR MONEY ORDER.

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 preaudited 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.
- 9) **AFFIRMATIVE ACTION:** 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:**

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:

- a) **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.
- b) **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).
- c) **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.

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 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.
- 23) **BID/PROPOSAL PUBLIC RECORD**: All bids/proposals 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.

SPECIAL CONDITIONS OF SALE

Note: The following Special Conditions of Sale are made a part of this contract and take precedence over the General Terms and Conditions some may or may not apply to this particular sale.

1. **FLUID SPILLAGE**: The Buyer must refrain from the release of contaminated fluids. In the event of Buyer's accidental or inadvertent release of fluids, the Buyer is responsible for any and all costs incurred by the City of Wilson to clean the area and return it to its original state. The Buyer is responsible for notifying the City of Wilson and taking action to minimize any spillage. The Buyer shall be responsible for cleanup of any fluids or liquids released from the Buyer's equipment or rented equipment.

2. **HAZARD AWARDNESS AND INTENDED USE:** Item(s) could be hazardous if not properly used or handled. The Buyer is hereby advised of the possible hazard. Buyer acknowledges being informed of the possible hazard and hereby agrees to comply with all local, state, and federal laws and regulations, including without limitation, laws and regulations pertaining to the health, safety, and the environment regarding use or disposal of this material or equipment. Buyer also agrees and certifies that if the property is not being acquired for disposal, it shall be used for its original intended purpose or such other beneficial purpose as is consistent with the possible hazards associated with the property.

3. **CITY OF WILSON INSPECTION OF WORK:** All work by the Buyer shall be subject to continuous inspection by KUB site representatives, who are hereby authorized to stop any work that is not being performed by OSHA safety standards.

4. **UTILITIES:** No compressed air, water, or electricity will be supplied to the Buyer by the City of Wilson.

5. **AS IS, WHERE IS:** All materials and equipment is sold on an "as is, where is" basis with no warranties or guarantees of performance including but not limited to the warranties of merchantability and fitness for a particular purpose. The buyer is responsible for all costs and arrangements associated with loading and removal of materials and equipment under this contract.

6. **YARD SURFACES:** Buyer shall repair all yard surfaces damaged by Buyer.

7. **WORK HOURS:** Normal work hours are Monday-Friday 8:00AM-3:30 PM. Any changes shall be approved by a responsible City of Wilson party.

8. **ACCESS:** Buyer shall contact Ricky Wilson (252-399-2405) to gain access to the City of Wilson site.

9. **ENVIRONMENTAL:** Buyer shall contact Ricky Wilson (252-399-2405) on all environmental concerns.

10. **INSURANCE:** The Buyer will maintain in full force either a rider on an existing insurance or a new policy or policies of comprehensive liability insurance, naming in accordance with their interest, Buyer, City of Wilson, its Board and their agents and employees as named insured for the following insurance coverage: automobile insurance coverage of three million dollars (\$3,000,000.00), including personal injury, death, or damaged property; comprehensive liability coverage, including personal injury including death, or damaged property, both real and personal injury, three million dollars (\$3,000,000.00) per accident, and one million dollars (\$1,000,000.00) for property damage resulting from or in any way connected with the removal and transportation of any of the materials or equipment covered by this contract and the appropriate levels of workers' compensation coverage, as required by law. Evidence of such coverage shall be presented to the City of Wilson before any commencement of work.

11. **CUTTING:** Contractor shall establish an oxygen deficient environment in all equipment prior to cutting on the equipment.

12. **WEIGHTS AND DIMENSIONS:** City of Wilson DOES NOT GUARANTEE ANY WEIGHTS OR DIMENSIONS. Buyer should assume that weights and dimensions are estimated.

13. **CRANE OPERATIONS:** Buyer shall be responsible for assuring that cranes are operated safely and properly, and shall at a minimum follow relevant provisions of the City of Wilson safety procedures. City of Wilson reserves the right to require Buyer to provide proof that Buyer's employees have the appropriate certification to operate cranes.

14. NO ALCOHOL, DRUGS, OR FIREARMS ARE ALLOWED ON CITY OF WILSON PROPERTY. ALL VEHICLES AND PERSONNEL ARE SUBJECT TO SEARCH BY CITY OF WILSON.

15. TRAINING REQUIREMENTS: All employees working at the site must be certified by the Buyer on forklift, rigging, aerial lifts, crane operators and crane must be certified by Buyer within last year. ALL employees must have OSHA 10 training.

EXECUTION OF PROPOSAL

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

An authorized representative of the firm signs this proposal.

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.

Therefore, in compliance with this Request for Proposal, and subject to all conditions here, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to pay the City of Wilson \$ _____ for the items listed in this Request for Proposal and to remove, in compliance with the requirements of this document, all transformers within 30 days of acceptance of this Proposal.

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 PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED!**

**ACCEPTANCE OF PROPOSAL
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.

Pictures of items:

