

Request for Proposal (RFP) On-Call Contract for Inflow and Infiltration Investigation



City of Wilson

1800 Herring Ave.

PO Box 10

Wilson, NC 27894-0010

252 – 296 – 3416

kmanning@wilsonnc.org

SUBMITTAL DEADLINE – February 4, 2022 AT 2:00 PM EST

CITY OF WILSON

North Carolina

INCORPORATED 1849
27894-0010

Scope of Proposal

The City of Wilson is receiving bids for on-call services for investigation into inflow and infiltration (I/I) in suspected problem areas. These services may include smoke testing, manhole inspections, and CCTV services of active sanitary sewer gravity mains. Attached you will find a rate sheet listing the details of what services the City is seeking.

All work and materials shall be in accordance with the provisions of the City of Wilson's Manual of Specifications Standards and Design.

The contractor shall keep themselves fully informed of all Federal, State, and local laws, ordinances, and regulations.

Preparation of Proposal

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

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

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

Proposal prices shall remain firm for a period of ninety (90) days after proposals are due.

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.

P.O. BOX 10 ♦ WILSON, NORTH CAROLINA 27894-0010 ♦ TELEPHONE (252) 399-2461
OPERATIONS CENTER ♦ 1800 HERRING AVENUE ♦ FAX (252) 399-2453
EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

- 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 (provide 3, these will not count towards total page limit)
- n. Minority business forms
- o. Specification compliance form.
- p. Awarded contractor will be required to enter into a written contract provided by City.

Submittals

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on Friday, February 4, 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-Public Works
Attn: Kyle Manning
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 "**On-Call Contract for Inflow and Infiltration Investigation**". All bids shall be submitted: **One (1) original and three (3) copies**.

Questions

All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than Friday, January 21, 2022. Questions may be faxed or emailed to Kyle Manning, Civil Engineer, at (252) 296-3416 or emailed to kmanning@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 RFP on the website. Fax and e-mail messages will be treated as written questions.

Bidder Responsibility

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The bidder is responsible for verifying any information provided and to familiarize themselves 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.

In many locations the primary means of ingress and egress will be provided via existing utility easements and city owned rights of way. It shall be the contractor's responsibility to evaluate these locations and identify access points prior to submitting a proposal. In the event that access through private property is preferred the contractor will be solely responsible for procuring that access and all accompanying liability.

The contractor shall take measures throughout the project to minimize soil disturbance to the fullest extent practicable. In the event that of significant rutting or soil inversion the contractor will be responsible for restoring impacted areas to preexisting grade and reseeding at no additional cost.

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.

Quality of Services

It is required that the vendor have a minimum of five (5) years of experience in this field and with the manhole inspections, smoke testing, and CCTV services. NASSCO training by field staff is preferred. The selected vendor expressly warrants that all services specified in this RFP will be performed with skill, care, and diligence and in accordance with all requirements under the RFP. 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.

References

Bidders shall provide a minimum of three (3) references for which this type of service has been provided.

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.

Withdrawal of Bid

A bidder may withdraw its Bid prior to the time that bids are due by sending a written request to 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.

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.

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 RFP
- 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.

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.

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.

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.

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. Smoke test, manhole inspection, and CCTV reports must be submitted prior to payment of each invoice.
- 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.
- D. This Agreement is subject to the funding of the project by the City of Wilson. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

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 RFP, 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. **Sample Reports:** Provide samples inspection reports for CCTV, smoke testing, and manhole inspections similar to those that would be provided to the City.
- E. **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.
- F. **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 RFP in accordance with the format outlined. Failure to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFP. 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 Proposal.

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 15 pages submitted not including forms provided and sample reports.

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 RFP. The City reserves the right to interview any or all respondents set forth in the RFP, or to ask for additional information or clarifications.

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.

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 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 the 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 On-Call Contract for Inflow and Infiltration Investigation below. Failure to do so may result in disqualification of this proposal. Any RFP 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.

CONTRACT TIME & LIQUIDATED DAMAGES

The date of availability for this contract is upon acceptance of the bid. Individual task orders to be completed with 90 days of the specific project being assignment.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and will not impede motorists.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work.

No direct payment will be made for traffic control items.

WORK ZONE SIGNING

Install and maintain signing in accordance with Sections 1100 & 1200 of the North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation 2018 Highway Design Branch Roadway Standard Drawings and the following provisions:

Furnish, install, maintain, and remove work zone signs and any required lane closure signing.

Install any required lane closure signing needed during the life of the project (see North Carolina Department of Transportation 2018 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11 and 1110.02).

No direct payment will be made for work zone signing.

All work zone signs may be portable.

PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project.

The Contractor will not be permitted to suspend his operation except of reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operation in writing.

OVERRUNS AND UNDERRUNS OF CONTRACT QUANTITIES

Quantities will be paid at the unit price for overruns or underruns.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

LINE ITEM QUANTITIES

Project **On-Call Contract for Inflow and Infiltration Investigation**

Purchase Order # _____

Item No.	Description	Quantity	Unit	Unit Price	Amount Bid
1	Smoke Testing Gravity Sewer Mains	85,000	LF	\$	\$
2	Manhole Inspections	304	EA	\$	\$
3	CCTV of Gravity Sewer Mains	8,500	LF	\$	\$

Quantities identified are only for the first phase of the project. Additional quantities may be added at a later date at the proposed unit prices. Report preparation, mobilization, or traffic control are to be included in the unit prices. Selected contractor to coordinate with City staff to ensure customers are aware of smoke testing occurring in their neighborhood.

TOTAL BID FOR PROJECT: \$ _____

CONTRACT AGREEMENT

Contractor: _____

Owner: City of Wilson _____

By: _____

By: Bill Bass _____

Title: _____

Title: Director of Public Works

Date: _____

Date: _____