



City of Rocky Mount

Energy Resources

Request for Quote #: 320-240921RP

40 Tubular Steel Poles

Date Issued: 9/29/2021

Bid Opening Date: 10/13/2021

At 02:00 PM ET

Direct all inquiries concerning this RFQ to the Purchasing Office:

Ramona Plemmer

Senior Purchasing Technician

Email: ramona.plemmer@rockymountnc.gov

Phone: 252-972-1226



City of Rocky Mount Energy Resources

Refer ALL Inquiries regarding this IFB to:
Ramona Plemmer
Senior Purchasing Technician

Invitation for Bids # 320-240921RP

Bids will be publicly opened: 10/13/2021

Contract Type: Purchase

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or Department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the City of Rocky Mount, an authorized representative of City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p><u>FOR CITY USE ONLY:</u> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of City of Rocky Mount Purchasing Office.)</p> <p><u>PRE-AUDIT:</u> This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.</p> <p>_____ Finance Director</p> <p>_____ Date</p>
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1.0 PURPOSE AND BACKGROUND

The City of Rocky Mount is seeking quotes from qualified vendors to provide the tubular steels structures as referenced in this document.

Bids shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTES DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the Cities' terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.4. BID QUESTIONS. If the City determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The City may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this RFQ, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

Contact with anyone working for or with the City regarding this RFQ other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFQ or in the manner specified by this RFQ shall constitute grounds for rejection of said Vendor's offer, at the Cities election.

2.3 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	City	Wednesday 9/29/2021
Submit Written Questions	Vendor	Monday 10/4/2021
Provide Responses to Questions	City	Wednesday 10/6/2021
Submit Bids	Vendor	Wednesday 10/13/2021 2:00 pm
Contract Award	City	TBD

2.4 BID QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to ramona.plemmer@rockymountnc.gov by the date and time specified above. Vendors will enter “RFQ #320-240921RP– Questions” as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
RFQ Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum to the City of Rocky Mount Purchasing bid webpage <https://www.rockymountnc.gov/services-finance-bids/>, and/or Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFQ. The date noted in the RFQ schedule for the City to provide responses to questions also serves as the addendum deadline. If you do not receive a courtesy email notification regarding the addendum by that date do check the City of Rocky Mount Purchasing webpage.

2.5 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten – thirty percent (10 - 30%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

[By Mail]

If applicable to this RFQ, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one (1) paper and one (1)

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the RFQ number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, RFQ number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
<i>BID NUMBER:320-240921RP</i> Attn: Ramona Plemmer City of Rocky Mount PO Box 1180 Rocky Mount NC 27802	<i>BID NUMBER:320- 240921RP</i> Attn: Ramona Plemmer City of Rocky Mount 331 S. Franklin Street Rocky Mount NC 27802

All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or e-mail, in response to this RFQ shall NOT be accepted.**

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

Critical updated information may be included in Addenda to this RFQ. It is important that all Vendors bidding on this RFQ periodically check the City's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFQ and all Addenda thereto.

Contact with anyone working for or with the City of Rocky Mount regarding this RFQ other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFQ in the manner specified by this RFQ shall constitute grounds for rejection of said Vendor's offer, at the City of Rocky Mount Purchasing Office election.

[Bid Opening]

Date: October XX, 2021
 Time: 2:00 p.m. Eastern Time
 Contact #: 252-972-1226

Instructions: Public bid opening is scheduled for 4:00 p.m. Eastern Time at 331 S. Franklin Street, Rocky Mount, NC 27802 Atrium located on the first floor.

2.7 BID CONTENTS

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this RFQ shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the RFQ and signed receipt pages of any addenda released in conjunction with this RFQ (if required to be returned).

- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: TERMS AND CONDITIONS
- d) Completed and signed version of ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the RFQ requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #___ for ("*name of Vendor*")". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing Department.
- b) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- c) **CITY:** The City of Rocky Mount personnel associated with this solicitation and the Purchasing Office.
- d) **CONTRACT LEAD:** Representative the City of Rocky Mount Purchasing Office identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the City, and is the individual who will administer The Contract for the City.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- f) **IFB:** Invitation for Bids.
- g) **LOT:** A grouping of similar products within this RFQ.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- j) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- k) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-129, 143-131 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

While the intent of this RFQ is to award a Contract(s) to a single Vendor for all line items, the City reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or services or to cancel this RFQ in its entirety without awarding a contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using Department, issuing department, other City department, or body (including the purchaser named above, division secretary, members of the City Council and/or City Manager's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the City makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing Department for this IFB or general inquiries directed to the Purchasing Office Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The City shall review all Vendor responses to this RFQ to confirm that each one complies with the specifications and requirements of the RFQ.

The City will conduct an evaluation of Bids, as follows:

Bids will be received from each responsive Vendor in the method stated in section **2.6**.

All bids shall be received by the issuing Department not later than the date and time specified on the cover sheet of this RFQ, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At its option, the City may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the RFQ. Vendors are cautioned, however, that the City is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

The City reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the City, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the City will make Award(s) based on the evaluation and post the award(s) to the City of Rocky Mount Purchasing bid webpage and/or IPS under the RFQ number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the City.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the City reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the City.

3.4 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFQ. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 PRICING

Bid price shall constitute the total cost to the City for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFQ. Complete ATTACHMENT A: PRICING FORM and include in Bid.

4.2 INVOICES

Vendor shall invoice the City of Rocky Mount Accounting Department. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

4.3 PRODUCT IDENTIFICATION

MAKE AND MODEL

Manufacturer's name and model/catalog numbers used in this RFQ are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the identified item.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the City of Rocky Mount with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Successful Vendor shall complete delivery within 120 consecutive calendar days after receipt of purchase order.

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the City.

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No Attached Manufacturer's Authority: Yes No

4.7 QUALITY ACCEPTANCE INSPECTION [OPTIONAL ADD IF REQUIRED]

It is the responsibility of the receiving Department to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING DEPARTMENT UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

4.8 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

4.9 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information to shall be a sufficient basis for rejection of the bid.

5.0 TECHNICAL SPECIFICATIONS

5.1 SPECIFICATIONS

The intent of these specifications is to describe minimum requirements for the tubular steel poles as follows:

1.0 SCOPE

This specification covers the design, materials, welding, inspection, protective coatings, and delivery of steel transmissions single pole structures. The Proposal submitted by the manufacturer shall include field bolts, locknuts, vangs, attachment provisions for arms and / or insulators, and other necessary items to make a complete structure. The City of Rocky Mount steel pole specifications are based on the design approved vendors. Valmont, Thomas & Betts, Sabre and Rohn are on the approved supplier list.

1.1 Quotations

Quotations will be received and evaluated by the City of Rocky Mount.

1.2 The Manufacturer shall provide quotations for the following schedules:

Schedule 1: Steel Transmissions Structures-Galvanized Steel A572, Grade 60, with Corrocote below grade protection

2.0 **DEFINITIONS**

- a. Cambering-the fabrication of a slight convex curve in a pole.
- b. D/t-the ratio of the diameter of a tubular pole to the steel plate thickness
- c. Engineer- a registered or licensed person, who may be a staff employee or an outside consultant, and who provides engineering services. Engineer also includes duly authorized assistants and representatives of the licensed person.
- d. Ground line-a designated location on the pole where the surface of the ground will be after installation of a direct embedded pole.
- e. Overload factors (OLF)- a multiplier which is applied to each of the vertical, transverse and longitudinal structure loads to obtain an ultimate load
- f. P-delta moment-secondary moment created by the vertical loads acting on the structure when the structure deflects from its unloaded position
- g. Point-of -fixity-location on the pole at ground line or below ground line where the maximum moment occurs
- h. Raking-the practice of installing a straight pole of plumb, or at an inclined angle
- i. W/t-ratio of the width of the pole(flat-to-flat) to the plate thickness
- j. Ultimate load-the maximum design load which includes the appropriate overload factor specified

3.0 **CODES AND STANDARDS**

Codes, standards, or other documents referred to in this specification shall be considered as part of this specification. The following codes and standards are referenced:

- a. American Institute of Steel Construction (AISC), Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, latest edition.
- b. American Society of Civil Engineers (ASCE) Standard, Design of Steel Transmission Pole Structures, Manual 72, latest edition.
- c. American Concrete Institute (ASTM), various standards, latest edition.
- d. American Concrete Institute (ACI), Building Code Requirements for Reinforced Concrete, ACI 318, latest edition.
- e. American Welding Society (AWS), Structural Welding Code, AWS D1.1, latest edition.
- f. American National Standards Institute (ANSI), National Electrical Safety Code, ANSI C2, latest edition.
- g. Steel Structure Painting Council (SSPC), Surface Preparation Specification, SPCC-SP6, latest edition.

4.0 **CONFLICT BETWEEN THIS SPECIFICATION, DRAWINGS AND REFERENCED DOCUMENTS**

In the event of conflict between this specification and the above referenced documents, the requirements of this specification shall take precedence. In the case of conflict between several referenced documents, the more stringent requirement shall be followed. If a conflict exists between this specification or the referenced documents, please contact the Owner or Owner's representative.

5.0 **GENERAL REQUIRMENTS**

The design, fabrication, allowable stresses, processes, tolerances, and inspection shall conform to American Society of Civil Engineers (ASCE) Standard, Design of Steel Transmission Pole Structures, latest edition, with the following additions and / or exceptions:

5.1 Design

The structure shall be capable of withstanding all specified loading cases including secondary stressed from foundation movements when specified in Appendix C, but not considering the possible restraining effect of conductors or shield wires. The structure shall withstand the loads without failure, permanent distortion, or exceeding any specified deflection limitations.

- 5.1.1 Wind pressures shown in the loading criteria shall be multiplied by the appropriate shape factor applied to the poles. Pressures in psf shall be computed as follows:

$$P=W \times Cd$$

Where p= pressures on projected area of the pole normal to wind, W= Wind pressure, and Cd=shape (or drag) factor.

Shape factors for computing the wind on poles are:

Round=1.0
Hexagon=1.4
Octagon=1.4
Dodecagon=1.0
Square=1.6

- 5.1.2 The maximum design unit stress shall be the minimum yield strength as stated in applicable ASTM specifications for the particular application and types of loads, including overload factors. Poles shall be designed with a minimum number of joints. Field welding shall not be allowed as part of the design of a new pole. The shaft joints to be made in the field shall be slip joints or bolted flange joints. Slip joint length shall be at least one and one half (1-1/2) times the largest inside diameter of the female section. Bolted flange joints shall be used for medium angle and heavy angle guyed structures and x-braced h-frame structures. If approved by the Owner or Owner's representative, a strap across the pole splice to prevent separation of the male and female sections of the pole may be used for X-braced H-frame structures. Approval must be obtained prior to bid.

5.1.4.1 Manufacturer shall verify slip joint fit before Shipments. Joints should not interfere with vangs, through holes or jacking nuts.

5.1.4.2 Sufficient jacking lugs and permanent orientation marks shall be provided at all slip joints to ensure proper alignment and complete overlap of the joint.

5.1.4.3 Bottom section to be shorter that the top section.

5.1.4.4 Jacking Lugs shall not allow free open access to interior of pole from the outside.

- 5.1.5 The ultimate load in guys shall not exceed sixty-five percent (65%) of the rated breaking strength of the guy.
- 5.1.6 Design of anchor bolts shall be in accordance with the ACI -318-1983 Edition, Building Code Requirements for Reinforced Concrete, assuming a concrete strength as specified by the Owner.
- 5.1.6.1 When anchor bolts are specified, they shall have the top two feet (2'-0") galvanized. Anchor bolts shall be threaded at the top end a distance equal to the base plate thickness, plus the thickness of two (2) anchor bolt nuts, plus two and one-half inches (2-1/2"). Each anchor bolt shall include two (2) heavy hex nuts.
- 5.1.6.2 Welding on anchor bolts will only be allowed in the bottom twelve inches (12"). Only one (1) length of anchor bolt shall be used on each pole. Anchor bolts/clusters shall be plainly marked to indicate the structure type, structure number, orientation, and top of concrete.
- 5.1.6.3 Anchor bolts shall be designed to be shipped as a rigid cage with top and bottom plates holding the anchor bolts in place. The anchor bolt thread shall be protected during shipping. The anchor bolts shall be welded to the holding plate in the bottom of the cage. The top template shall be designed to be removable and to support the assembled cage during lifting and setting operations without detrimental deformations. Bolt clusters shall be designed to be rigid enough to withstand the normal jolts of shipping, handling and installation with no displacement of bolts from the proper positions within the cluster.
- 5.1.6.4 The removable template at the top shall be marked to show the centerline for tangent structures and the angle bisector for angle structures. Matching marks are to be on the base plate of the structure so proper alignment can be made.
- 5.1.7 Minimum plate thickness for all pole components shall be three-sixteenths inch (3/16").
- 5.1.8 Structures which are to be direct embedded shall have bearing plates. Bearing plates shall have a diameter not more than two inches (2") greater than the maximum pole diameter.
- 5.1.8.1 Galvanized pole shall have a drain hole at the Bottom. When a painted finish is specified, poles shall be hermetically sealed.
- 5.1.8.2 The ground sleeve shall have a minimum thickness of three-sixteenths inch (3/16") and shall be centered at the ground line. A seal weld shall be provided around the ground sleeve. The ground sleeve shall not be considered in strength calculations.
- 5.1.9 Poles shall have nearly a uniform taper throughout their Entire length. The maximum difference in tapers between two (2) pole sections measured by the diameters shall be .20 inch/ft. for poles with variable taper.
- 5.1.10 Poles with elliptical cross sections shall have a minor axis dimension equal to at least seventy-five percent (75%) of the major axis dimension.
- 5.1.11 All unguyed angle poles or unguyed tangent deadends shall pre-cambered to remain plumb when the calculated deflection at the top of the pole exceeds one percent (1%) of the pole height under an initial conductor tension loading of sixty

degrees Fahrenheit (60f), no wind, and no overload factors. Pole height shall be the height of the pole from top of the base plate, or designated ground line, to the top. Tangent poles with unbalanced vertical loading shall be pre-cambred for the previously stated conditions.

- 5.1.11.1 Tangent and guyed angle structures have been Specified as wood poles class equivalent steel poles.
- 5.1.11.2 Wood pole class equivalent steel poles shall be Classed based on ANSI 05.1 Annex B loading with appropriate NESC Grade B overload factors.
- 5.1.11.3 The Material man is responsible for determining the “worst-case” orientation, for an unguyed structure, of the wind load and applying it in the design calculations.
- 5.1.11.4 The Material man shall calculate the deflections for the sixty degrees Fahrenheit (60f) initial tension and sixty degrees Fahrenheit final tension load cases. The material man shall limit the difference in deflection produced by these two (2) loads cases to six inches (6”) or less.
- 5.1.11.5 If shop cambering is required, the manufacturer shall prefit multi-piece poles together prior to cambering.
- 5.1.11.6 The manufacturer shall verify at the plant prior to shipment that the appropriate orientation and magnitude of pre-camber is built into those structures requiring shop cambering.
- 5.1.11.7 The manufacturer is responsible for repairing or replacing any structures which are delivered to the site with manufacturing errors. Repair and / or replacement costs shall include the structure itself, as well as any associated construction costs.
- 5.1.11.8 The shop camber dimension and orientation or the raking dimension and orientation (whichever is applicable) shall be clearly marked on the Material man’s Detail Drawings.
- 5.1.12 Lifting lugs are optional. The manufacturer shall supply all instructions for handling and erection of poles and arms.
- 5.1.13 In the design of connections for vangs, brackets, or stiffeners Attached to the pole shaft, care shall be taken to distribute the loads sufficiently to protect the wall of the pole from local buckling.
- 5.1.14 Each pole shall be permanently marked on the pole shaft sixty inches above ground line and on the bottom of base plate or bearing plate with the following identifying information: structure type, height, structure number, ultimate ground line moment, Owner name, and date manufactured. The method of identification shall be approved by the Owner.
- 5.1.15 Grounding Attachments
 - 5.1.15.1 One (1), two (2)-hole NEMA grounding pad shall Be provided on the side of each pole in the following locations:
 - a. One foot below the overhead ground wire to Provide a Grounding location.
 - b. One foot below neutral attachment to provide a grounding location for the neutral.

- c. A minimum of six inches above the top of the Protective coating applied to the embedded section of the pole, or two-feet six inches above the top of the foundation of surface-mounted poles.

5.1.15.2 Grounding pads and threads shall not be painted or covered with other coatings.

5.1.18

5.1.18.1 Tubular sections shall be sealed from moisture entering the inside of the pole. Factory drilled pole holes shall be plugged to prevent moisture intrusion during shipping. For field drilled poles and factory drilled poles, manufacturer shall provide silicon sealant to seal all through-bolt holes. Non- drilled poles when assembled shall be effectively sealed to prevent moisture intrusion.

5.1.18.1.1 Connections shall be designed to reduce the effect of pack-out by preventing moisture from entering the joint or by designing the connection to allow moisture to easily drain off.

5.1.18.2 Plastic plugs shall be installed in all nuts welded to and all tapped holes.

5.2 Materials

5.2.1 All materials shall comply with the applicable requirements of ASTM specifications. Any modifications to ASTM specifications must be approved by the Owner's representative prior to bidding.

5.2.2 Poles, arms, and conductor brackets shall conform with ASTM A36, ASTM A572, ASTM 581, ASTM A588, ASTM A871, and OR ASTM A595.

5.2.3. Base plate shall conform with ASTM A572, ASTM A588, ASTM A633, or ASTM A595.

5.2.4 Anchor bolts shall conform to ASTM A615, Grade 60 or 75.

5.2.5 Other bolts and nuts shall conform, as applicable, to ASTM A307, ASTM A325, ASTM A354, ASTM A394, OR ASTM A687. Locknuts shall be provided for each structure bolt, or American Nut Company (ANCO) type self-locking nuts may be used. Locknuts shall be the galvanized MF or ANCO type.

5.2.6 Anchor bolts, structural plate, and weld material, shall meet ASCE requirements for Charpy tests.

5.2.7 For galvanized structures, steel used for the pole shaft and arms shall have silicon content less than .06 percent.

5.3 Fabrication

5.3.1 All welding shall be in accordance with the American Welding Society Code AWS D1.1, latest edition. Welders shall be qualified in accordance with AWS D1.1 welding procedures.

5.3.2 One hundred percent (100%) penetration welds shall be required in, but not limited to, the following areas:

- . **Circumferential welds (C-welds) joining structural members**
- . **longitudinal welds in the female portion of the joint within the slip joint area**

- . **welds at the butt joints of back-up strips**
 - . **base plate to shaft weld**
 - . **longitudinal welds for a minimum length of three where there are adjacent C-welds, flange welds, base welds and ends of tubes**
- 5.3.3 Full penetration or equivalent ninety percent partial penetration with fillet overlap shall be used for arm-to arm base, vang-to-plate shaft, and arm box joints.
- 5.3.4 Quality and acceptability of every inch of the full penetration Welds shall be determined by visual and ultrasonic inspection.
- 5.3.5 All other penetration welds shall have sixty percent minimum penetration. Quality and acceptability of all welds other than full penetration welds shall be determined by visual inspection, supplemented by magnetic particle, ultrasonic or dye penetrant inspection.
- 5.3.6 All weld back-up strips shall be continuous the full length of the welds. Care shall be exercised in the design of welded connections to avoid areas of high stress concentration which could be subject to fatigue or brittle fractures.
- 5.3.7 Field welding shall not be permitted except with Owner's Approval and the manufacturer's direction in repairing a pole.
- 5.3.8 All parts of the structure shall be neatly finished and free from kinks or twists. All holes, blocks, and clips shall be made with sharp tools and shall be clean-cut without torn or ragged edges.
- 5.3.9 Before being laid out or worked in any manner, structural Materials shall be straight and clean. If straightening is necessary, it shall be done by methods that will not injure the metal.
- 5.3.10 Shearing and cutting shall be performed carefully and all Portions of the work shall be finished neatly. Copes and re-entrant cuts shall be filleted before cutting.
- 5.3.11 All forming or bending during fabrication shall be done by Methods that will prevent embitterment or loss of strength in the materials being worked.
- 5.3.12 Holes for connection bolts shall be one-sixteenth larger than the nominal diameter of the bolts. Holes in the flange plates for bolted splices shall be one-eighth inch larger than the bolt diameter. Holes in the base plates for anchor bolts shall be three-eighths inch larger than the nominal diameter of the anchor bolts. The details of all connections and splices shall be subject to the approval of the Owner or his representatives.
- 5.3.13 Holes in steel plates which are punched must be smooth and cylindrical without excessive tear out or depressions. Any burrs that remain after punching shall be removed by grinding, reaming, etc.
- 5.3.14 Holes of any diameter may be drilled in plate of any thickness. Care shall be taken to maintain accuracy when drilling stacks of plates.
- 5.3.15 Holes may be made by use of a machine guided oxygen torch. Flame cut edges shall be reasonably smooth and suitable for the stresses transmitted to them.
- 5.3.16 The overall length of the assembled structure should not be less than six inches of the specified length and not more than twelve inches.
- 5.3.17 Tolerances

Fabrication tolerances shall be as follows:

- a. Length of single piece or flanged poles + 3".
- b. Cross sections of poles: Diameter of 36" or less + 1/4", -1/8".
- c. Spacing between "arm to pole" connections vertically + 3/4".
- d. Location of hardware with respect to top of pole + 2".
- e. Camber + 1" per 16" of specified camber.
- f. Pole Butt plate perpendicular to pole 1/16" for 12" as measured on a perpendicular axis.
- g. Straightness of pole + 1/2" from center line.
- h. Location of a drilled hole in a piece + 1/8".
- i. Spacing between holes: Base plates + 1/8", same connection + 1/16" (non-accumulative).
- j. Anchor bolts: Length + 3" -0"; thread length +2" -0".
- k. Length of coated portion on anchor bolts +12" -0".
- l. Distance between anchor bolt in cluster + 1/8" (non-accumulative).
- m. Arms: Length +1", Rise ("W" dimension + 1" per 10' of arm length).
- n. Angles shown + 2 degree.

5.4 Finishes

The following finishes are acceptable: galvanizing and below grade coating.

- a. Galvanizing- All structures and structural components which is hot dip galvanized shall meet all the requirements of ASTM A123 or ASTM A153. Measures shall be taken to prevent warping and distortion according to ASTM A384 and to prevent embitterment according to ASTM A143. Poles made of ASTM A588 steel shall not be galvanized due to the high silicon content of the steel. One gallon of zinc enriched paint shall be provided with each five poles.
- b. Coating for the Embedded Portion of the Pole- When poles are to be directly embedded, a sixteen mil (minimum dry film thickness), two component hydrocarbon extended polyurethane coating that is resistant to ultraviolet light shall be applied on the exposed surface of the embedded portion of the pole. The coating shall extend from the butt to two feet above ground line. Other coatings shall be approved by the Owner prior to their use.

- 5.4.1 Bolts and nuts with yield strengths under 100,000 psi shall be hot-dip galvanized per ASTM A153 and ASTM A143, or mechanically coated with zinc in accordance with ASTM B454, Class 50. Bolting materials with yield strengths in excess of 100,000 psi shall not be hot dip galvanized. Instead, they shall be painted with zinc enriched paint or mechanically coated with zinc per ASTM B454, Class 50.
- 5.4.2 Compliance with coating thickness requirements shall be checked with a magnetic thickness gauge.

5.5 Inspection and Testing

- 5.5.1 The Owner and the Owner's designated agents shall have free entry at all times while work is being carried on, to all parts of the manufacturer's plant to inspect any part of the production of the poles covered by this specification.
- 5.5.2 Steel members which are bent or warped or otherwise improperly fabricated shall be properly repaired or replaced at the manufacturer's expense.
- 5.5.3 The cost of test made by the manufacturer (except full scale load test on poles), including cost of the certified test reports, shall be considered included in the price.
- 5.5.4 The manufacturer shall make tests in accordance with ASTM A370 and ASTM A673 to verify that the material used in the structures meets the impact properties.

- 5.5.5 Mill test reports showing chemical and physical properties of all materials furnished under this specification shall be maintained by the manufacturer for a period of five years and shall be traceable to the structure.
- 5.5.6 All plates over one and one-half inch thick shall be ultrasonically tested to assure against defects which could lead to lamellar tearing.
- 5.5.7 Welders or welding operators shall be qualified in accordance with the provisions of AWS D1.1
- 5.5.8 The manufacturer shall make certified welding reports for each structure. The reports covering welding shall include all welds of a structure. Each weld shall be clearly identified; and the report shall consist of the method of testing, whether the weld is acceptable, the identification of the structure, the date, and the name and signature of the inspector.

5.6 Shipping

- 5.6.1 Each shipment shall be accompanied by a list of all parts, identifiable by structure type and number. Arms, bolts and miscellaneous hardware will be identified by the list for match up with the respective pole shaft. All parts required for any one structure shall be in one shipment, if possible.
- 5.6.2 The Owner and Owner's representative shall be notified prior to shipment that such shipment is to take place, and they reserve the right to inspect the components prior to shipment. The notification shall give quantities, weight, name of common carrier used, and expected time of arrival.
- 5.6.3 The anchor bolts shall be welded to the holding plate in the bottom of the cage. A removable template shall be used at the top of the cage and shall be marked to show the centerline for tangent structures and the angle bisector for angle structures. Matching marks are to be on the base plate so proper alignment can be made. Bolt clusters shall be rigid enough to withstand the normal jolts of shipping and handling with no displacement of bolts from the proper positions within the cluster.
- 5.6.4 Unless otherwise agreed to by the Owner, the anchor bolt cage shall be shipped at least thirty days prior to pole shipment.
- 5.6.5 Salt-treated wood blocking and urethane foams shall not be used when shipping or storing weathering steel poles.
- 5.6.6 Delivery shall be made either to a single designated location or to the individual structure locations.
- 5.6.7 Manufacturer shall be prepared to unload the poles and place in a designated area identified by the Owner.

6.0 Information to be supplied by the Manufacturer

- 6.1 Information to be supplied with the Proposal
 - a. Calculated shipping weight of each structure excluding anchor bolts. Separate weights shall be given for arms and poles.
 - b. Calculated shipping weight of anchor bolts.
 - c. Ultimate ground line reactions (including overload factors) in Poles and guy wires.
 - d. Anchor bolt size, length, and locations (bolt circle diameters).
 - e. Type of material of major components (ASTM number).

- f. Description of pole shaft, including thickness, length, diameter Cross-sectional geometry, and method of fastening each shaft component.
- g. Data showing the design of the arm, arm connections, arm attachment plates, and brackets.
- h. Design exceptions.

6.2 Documentation to be Supplied for the Owner's Approval Prior to Fabrication

Documentation includes final design calculations for pole shaft, base plate, anchor bolts, arms, and other appurtenances, including their connections for all structures. The following information shall be supplied:

- a. For the loading cases with overload factors, the total shear, Axial forces, moments, stresses or stress ratios, section moduli, cross-sectional areas, deflections w/t's for polygonal and D/t's for round cross sections at all splices, at arm attachment points (top and bottom), and at least every ten feet (10'-0") along the pole.
- b. For the critical loading case, shear and axial forces, moments, stresses, section moduli, cross-sectional areas at the arm connections, bolt stresses in the arm connection, and deflection at the end of the arm.
- c. Anticipated deflections at the top of the pole and at the ends of the arms shall be indicated for each pole for the normal, everyday loading condition of sixty degrees Fahrenheit, no wind, no overload factors.
- d. For all specified loading cases, reactions and ground line moments shall be supplied.
- e. Detail drawings for each structure type giving weights of structure components, dimensions, and bill of materials.
- f. Assembly instructions and erection drawings. Slip joint lengths and allowable tolerances. Special handling instructions.

6.3 Final Documents shall be supplied to the Owner for the items in paragraph 6.2.e. after erection of all structures and prior to final payment.

6.4 Test Reports (as requested)

- a. Certified mill test reports for all structural material
- b. Certified welding reports for each structure
- c. Impact property test reports showing that the material used in the structures meets the impact properties
- d. Test reports on coating thickness
- e. Report of structure testing, when required, including photographs, diagrams, load trees, etc.

7.0 Approval, Acceptance, and Ownership

- 7.1 Final design must be approved by the Engineer before material is ordered and fabricated. Material ordering and fabrication prior to approval will be at supplier's risk. It is understood that award of this contract does not constitute acceptance of design calculations submitted with the bid, if corrections are required in the final structure designs due to manufacturer's errors, omissions, or misinterpretations of the specifications, the quoted price shall not change. Approval of the drawings and calculations by the Engineer does not relieve the supplier of responsibility for the adequacy of the design, correctness of dimensions, details on the drawings, and the proper fit of parts.

- 7.2 After delivery, the poles will be inspected and shall be free of dirt, oil blisters, flux, black spots, dross, tear-drop edges and in general, shall be smooth, attractive, and unscarred. Poles not meeting this requirement shall be repaired or replaced by the fabricator at no additional cost to the Owner.

5.2 DEVIATIONS

The nature of all deviations from the *Specifications and Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications and Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the City that any deviation will be acceptable. Do not list objections to the General Contract Terms and Conditions in this section.

5.3 CERTIFICATION AND SAFETY LABELS

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 re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for 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.

5.4 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the City under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the City a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

6.4 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFQ of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the City, as necessary, to promptly replace any such products, at no cost to the City.

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Attachments to this RFQ begin on the next page.

ATTACHMENT A: PRICING

The bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the work described in these documents in full and complete in accordance with the scope of work, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

ITEM #	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
1	85' tubular steel pole (H2 steel transmission pole)	10	\$ ETA_____	
2	80' tubular steel pole (H2 steel transmission pole)	10	\$ ETA_____	
3	75' tubular steel pole (H2 steel transmission pole)	10	\$ ETA_____	
4	70' tubular steel pole (H2 steel transmission pole)	10	\$ ETA_____	

TOTAL COST (including delivery) \$ _____

ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS

City of Rocky Mount General Terms and Conditions

Review Terms and Conditions: rockymountnc.gov/services-finance-vendor-registration/

Check here to indicate that you have read and agree to the City of Rocky Mount General Terms & Conditions.

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ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? **Yes** **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification:

VENDOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

rockymountnc.gov/services-finance-vendor-registration/