



ENERGY RESOURCES

ENGINEERING

Request for Proposal #: 320-180522AG

Fuel Tank Foundations

Date of Issue: 6/14/2022

Proposal Opening Date: 6/30/2022

At 04:00 PM ET

Direct all inquiries concerning this RFP to:

Alicia Gaines

Purchasing Clerk

Email: Alicia.Gaines@rockymountnc.gov

Phone: 252-972-1227



Utility Engineering, LLC
2308 Wakefield Plantation Road
Raleigh, North Carolina 27614

Phone: (919) 906-0886

www.utilityengineering.com



**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS
FOR
INSTALLATION OF GENERATOR FUEL TANK
FOUNDATIONS**

CRM RFP #: 320-180522AG



2308 Wakefield Plantation Road
Raleigh, North Carolina 27614
North Carolina License#: F-1443
mtaylor@utilityengineering.com
Phone: 919-906-0886

I hereby certify this document was prepared by me or under my direct supervision. I also certify I am a duly registered professional engineer under the laws of the State of North Carolina, Registration No. 7514.



May 23, 2022
H Michael Taylor, PE



ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

Request for Proposal # 320-180522AG

For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”

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PROPOSAL14

1.0 PURPOSE AND BACKGROUND

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. The City Hall pad will support a new above ground fuel tank for the existing backup generator there. The Substation #9 pad will be an expansion of an existing fuel tank pad to accommodate a larger tank.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING RFP 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 RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later 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 proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely 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 proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City’s election.

2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	City	Tuesday, 6/14/2022
Mandatory Pre-Bid Meeting (choose one)	Vendors	Wednesday, 6/22/2022 10:00 AM and 2:00 PM
Submit Written Questions	Vendor	Friday, 6/24/2022
Provide Response to Questions	City	Tuesday, 6/28/2022
Submit Proposals	Vendor	Thursday, 6/30/2022 4:00 pm

Mandatory Pre-Bid Meeting

Date: 6/22/2022
 Time: 10:00 AM Eastern Time or 2:00 PM Eastern Time
 Contact #: 252-972-1227

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on June 22, 2022. Attendees shall meet promptly at 10:00 a.m. or 2:00 p.m. Eastern Time at 331 S Franklin St, Rocky Mount, NC 27802. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in, and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this bid.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

2.4 PROPOSAL QUESTIONS

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

Written questions shall be emailed to Alicia.Gaines@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-180522AG: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP 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 the City of Rocky Mount Purchasing web-page <https://rockymountnc.gov/services-finance-bids/> and/or to the

Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal submitted after the proposal deadline will be rejected. 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.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
PROPOSAL NUMBER: 320-180522AG Attn: Alicia Gaines City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-180522AG Attn: Alicia Gaines City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit either one (1) **signed emailed copy** to Alicia.Gaines@rockymountnc.gov, or one (1) **signed original executed proposal** to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

2.6 PROPOSAL CONTENTS

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

- a) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- b) ATTACHMENT A: ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
- c) Completed and signed version of ATTACHMENT B: SUPPLEMENTAL VENDOR INFORMATION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

While the intent of this RFP is to award a Contract(s) to single Vendor, the City reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP 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 proposals received.

Local Preference Policy. *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/services-finance-vendor-registration/>*

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (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 government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/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 proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City’s 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. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal 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 resulting from this procurement. As such, all terms in the Request for Proposal 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 proposals 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 Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, 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 2.5.

4.1 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling,

administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.2 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address:

City of Rocky Mount Attn: Accounts Payable
PO BOX 1180
Rocky Mount, NC 27802
- c) Payment amounts will be made on a NET 30 day pay period upon submission of an invoice and appropriate pick tickets to support such invoice.

4.3 MWBE GOOD FAITH EFFORTS

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. The awarded bidder will be asked to show proof of good faith efforts.

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the bid and subcontract documents available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 7 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 8 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 9 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

4.4 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. **Must have both a North Carolina Registered Landscape Contractors license and a NC Commercial Pesticide Applicators license.**

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER
Optional: City of Rocky Mount			

4.7 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so, requested by the City.

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this 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. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, 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 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 Services and Deliverables.
- 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 this Contract; and that entering this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- d) Vendor warrants acceptance of general terms & conditions:

ATTACHMENT A: ACCEPTANCE OF GENERAL TERMS & CONDITIONS

Review Terms and Conditions: General at <https://rockymountnc.gov/services-finance-vendor-registration/> Terms and conditions on the vendor webpage that do not apply to this bid: [Federal UG Terms](#), [FEMA Contract Provisions](#), [Sample Contract Terms](#).

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

ATTACHMENT B: 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: [REDACTED]

NEW VENDOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that needs to update your vendor information you may also complete the online vendor registration 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/

SUSTAINABILITY

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? [REDACTED]% What is the total recycled content? [REDACTED]%

Other sustainable properties:

HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT

Becoming a Vendor <https://youtu.be/MGOjZxl4iQc>

Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>

Purchase Order, Payment and Performance <https://youtu.be/wA5zVTizZQM>

Proposal

City of Rocky Mount, North Carolina
(Hereinafter called the Owner)

ARTICLE 1 –GENERAL

Section 1. Offer to Construct The undersigned (hereinafter called the Contractor) hereby agrees to furnish all materials, labor, equipment, tools, transportation and other means necessary to construct all specified facilities associated with the Substation #9 Upgrade project (hereinafter called the "Project") in strict accordance with the Plans and Drawings for the prices hereinafter stated.

Section 2. Purchase of Materials The successful Contractor shall purchase all materials necessary for this Project outright, not subject to any conditional sales agreements, leases or other agreement reserving unto the seller any right, title, or interest therein. All such materials will become the property of the Owner upon completion. The City shall furnish all major material items.

Section 3. Familiarity with Conditions The Contractor has made careful examination of the areas where construction will take place, the Plans and Drawings, and the Contract forms, and has become familiar with the location and nature of the proposed construction, means of access, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during construction, and has become acquainted with the local, state and federal laws and regulations which would affect work on the Project.

Section 4. The Contractor warrants the Proposal was made in good faith and without collusion and connection with any other person or persons competing for the same work.

Section 5. The Contractor warrants it possesses adequate financial resources to complete the project.

Section 6. The Contractor warrants it possesses Contractor's License No. _____

from the State of North Carolina with a limit of \$ _____, and said license

expires on _____.

Section 7. Taxes The prices include provisions for payment of all monies which will be payable by the Contractor or the Owner in connection with the Project on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment, or services or labor of installation. The Contractor will furnish to the appropriate taxing authorities all required information and reports and will submit receipts for all taxes paid for the Project to the Owner.

Section 8. Description of Contract The Specifications, Plans and Drawings, all attached hereto and made a part hereof together with the Contract document constitute the entire contract.

ARTICLE II – CONSTRUCTION

Section 1. Time and Manner of Construction

- A. The Contractor agrees to commence work on the Project on a date (hereinafter called the “Commencement Date”) which shall be determined by the Engineer after giving notice in writing to commence work. The Contractor agrees to prosecute diligently and to complete construction in accordance with the Specifications and Drawings within _____ () calendar days after the Commencement Date: provided, however, that the Contractor will not be required to perform any work on such days when in the judgment of the Engineer rain, or wind or the results of rain make it impractical to perform any operation of construction and to the extent of the time lost due to conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Contractor makes a written request to the Owner. Earliest date contractor anticipates work could start _____.

- B. The time for completion of construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner are solely responsible: provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for extension of time the Contractor shall have made written request to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes, except act or omissions of the Owner, shall result in any liability on the part of the Owner.

Section 2. Environmental Protection The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and erosion of soil. The Contractor shall comply with all state and federal environmental laws and regulations, and shall be responsible for all permits, inspections, fees, fines, and penalties associated with compliance in conjunction with construction of the Project.

Section 3. Errors or Omissions No payments shall be made to the Contractor for materials or labor involved in correcting errors or omissions on the part of the Contractor which result in construction not in accordance with the Plans and Drawings.

Section 4. Supervision and Inspection

- A. The Contractor shall cause the construction work to receive regular supervision by a competent superintendent (hereinafter called the “Superintendent”) who shall be present at various times during working hours where construction is being carried on. The Contractor shall also employ, in connection with the construction of the

Project, a capable, experienced, and reliable foreman and such skilled and experienced workmen as may be required to accomplish the work specified in a professional manner. Directions and instructions given to the Superintendent shall be binding upon the Contractor. Contractor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Contractor proposes to staff the work.

- B. The Owner reserves the right to require the removal from the Project of any employee of the Contractor, if in the sole judgment of the Owner, such removal shall be necessary to protect the interests of the Owner.
- C. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests, and approval of the Owner or Engineer, and the Contractor shall furnish all information required by the Owner concerning the nature or source of any materials used in the Project. The Contractor shall have an authorized agent accompany the Engineer when final inspection is made.
- D. In the event the Owner shall determine the construction contains or is likely to contain numerous defects, it shall be the duty of the Contractor and its Surety to have an inspection made by an engineer approved by the Owner to determine the exact nature, extent, and location of such defects.

Section 5. Defective Materials and Workmanship

- A. The acceptance of any material, equipment, or workmanship by the Owner or Engineer shall not preclude their subsequent rejection if any shall be found to be defective after installation, but before Completion of the Project. Such defective materials, equipment, or workmanship shall be replaced or remedied by and at the expense of the Contractor.
- B. City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.
- C. Notwithstanding any certificate which may have been given by the Owner or Engineer, if any materials, equipment, or workmanship which do not comply with the requirements of this contract shall be discovered within one (1) year after Completion of the Project, the Contractor shall replace or remedy such materials, equipment, or workmanship within thirty (30) days after notice in writing shall have been given by the Owner. In the event of failure by the Contractor to do so, the

Owner may replace such defective material or equipment or remedy such defective workmanship, as the case may be, and in such event the Contractor shall pay to the Owner the cost and expense thereof.

Section 6. Changes in Construction The Contractor agrees to make changes in construction from the original plans if so requested by the Owner. The compensation for such changes shall be agreed upon in writing by the Contractor and the Owner prior to commencement of work in connection with such changes. Changes in compensation shall be based on actual cost of material and estimated labor to accomplish the change. If the change is for work completely outside the original scope of work, compensation shall be at the hourly rates agreed upon and included as part of this contract. No payment shall be made to the Contractor for correcting errors or omissions on the part of the Contractor.

ARTICLE III – PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Contractor

- A. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding calendar month that is certified to by the Contractor, recommended by the Engineer, and approved by the Owner solely for the purpose of payment provided, however, that such approval shall not be deemed as approval of the materials or workmanship. Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Contractor prior to completion of the Project. Upon completion of the Project by the Contractor, the Engineer shall make a final inspection of the Project and certify it to the Owner. Upon the approval of such certificate by the Owner, the Owner shall make payment to the Contractor for all amounts to which the Contractor shall be entitled which shall not have been paid, provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the Project as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.
- B. No payments shall be made while the Contractor is in default of any of the provisions of this Contract, and the Owner may withhold from the Contractor the amount of any third-party claims against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work in accordance with the provisions of this Contract.
- C. In lieu of the payment arrangement detailed in part (a) of this section, Contractor may submit invoices periodically for complete Schedules of the scope of work upon their completion.

Section 2. Release of Liens and Certificate of Contractor Upon completion by the Contractor of the construction of the Project, but prior to final payment, the Contractor shall deliver to the Owner releases of all liens and of rights to claim any lien, from all suppliers and subcontractors furnishing material or services for the Project, and a certificate to the effect that all labor used on or for the Project has been paid and that all such releases have been submitted to the Owner.

ARTICLE IV – PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

Section 1. Protection to Persons and Property

- A. The Contractor shall at all times take all reasonable precautions for the safety of employees on the job and of the public, and shall comply with all applicable provisions of federal, state, and local safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with OSHA regulations.
- B. The Project, from commencement of work until completion shall be under the charge and control of the Contractor. During such period of control by the Contractor, all risks in connection with the construction of the Project and handling the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all damages and injuries to the Project or any portion thereof under the control of the Contractor by reason of any act of God, or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. To the maximum extent of the law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, employees, officers, and Council members from any and all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including, but not limited to, Contractor's employees, agents, or subcontractors) and loss, damage, or destruction to property in any way arising out of or connected with this Project. Nothing in this section shall be construed to make the Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of the Owner.
- C. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the Project as soon as practical as the work progresses.
- D. Upon violation by the Contractor of any of the provisions of this Section, after written notice of such violation given to the Contractor by the Engineer or the Owner, the Contractor shall immediately correct such violation. Upon failure to do so, the Owner may correct the violation at the Contractor's expense, provided, however, the Owner may, if they deem it advisable or necessary, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- E. The Contractor shall submit monthly reports in duplicate with invoices of all accidents, giving such data as may be prescribed by the Owner.

Section 2. Insurance The Contractor shall take out and maintain throughout the construction period insurance in the following minimum amounts:

- A. Workers' Compensation and employer's liability insurance, as required by law, covering all employees who perform any of the obligations of the Contractor under this Contract.

- B. Public liability and property damage liability covering all operations under this Contract shall have limits for bodily injury or death of not less than two million dollars (\$2,000,000) each occurrence, limits for property damage of not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) aggregate for accidents during the policy period.
- C. Automobile liability insurance on all motor vehicles used in connection with the Project, whether owned, leased, or hired, shall have limits for bodily injury or death of not less than one million dollars (\$1,000,000) for each occurrence.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "B" and "C" of this Section. The Contractor shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (30) days prior written notice to the Owner of any cancellation or material change in the policy.

Section 3. Assignment of Guarantees All guarantees of material and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment.

ARTICLE V – REMEDIES

Section 1. Completion on Contractor's Default If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Proposal, the Owner without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety a written notice requiring the Contractor to cause such default to be corrected. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or the arrangement of correction thereof satisfactory to the Owner, shall be made by the Contractor or its Surety, the Owner may take over construction of the Project and prosecute completion of the same by contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. The Owner in such contingencies may exercise any rights, claims, or demands which the Contractor may have against third parties in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages The time of completion of construction of the Project is of the essence of the Contract. Should the Contractor neglect, refuse, or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, in that event and in view of the difficulty in estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Contractor, the sum of two hundred dollars (\$200) per day for every day such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due to become due from the Owner to the Contractor is insufficient to pay the liquidated damages in full, the Contractor shall pay the

Owner the amount necessary to affect the payment in full, provided, however, the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed.

Section 3. Cumulative Remedies. Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election, provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by Contractor to complete construction of the Project within the time herein agreed upon.

Section 4. 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 this 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 this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

ARTICLE VI – MISCELLANEOUS

Section 1. Definitions

- A. The term "Engineer" shall mean the Engineer employed by the Owner for the Project and said Engineer's duly authorized assistants and representatives.
- B. The term "Project" shall mean the substation(s), lines, and other facilities described and included in the Specifications and Drawings.
- C. The term "Completion of Construction" shall mean full performance by the Contractor of its obligations under the contract except the Contractor's obligation in respect of Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, and other final documents. The term "Completion of the Project" shall mean full performance by the Contractor of its obligations under the Contract. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner shall be the sole evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Patent Infringement The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, or proceedings for the infringement of any patent or patents covering any material or equipment used in the Project.

Section 3. Permits for Explosives All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 4. Extension to Successors and Assigns Each and all covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

ARTICLE VII – CONTRACT PRICE

Section 1. Scope of Work

1.1 The work includes furnishing all labor, tools, equipment, and supplies necessary for the work described below associated with the Generator Fuel Tank Foundations. This will include all installation of new materials and equipment as shown in the Drawings and Specifications.

1.2. The basic components for the work are listed as follows:

1.2.1 **Schedule No. 1 – Installation of City Hall Generator Fuel Tank Foundation.**

This schedule includes installation of the foundation for the City Hall Generator Fuel Tank Foundation as indicated in the foundation drawings and in accordance with the Specifications.

1.2.2 **Schedule No. 2 – Installation of Substation #9 Generator Fuel Tank Foundation Addition.**

This schedule includes installation of the foundation for the Substation #9 Generator Fuel Tank Foundation Addition as indicated in the foundation drawings and in accordance with the Specifications.

1.2.3 **Schedule No. 3 –Final cleanup**

Included in this schedule is removal of all trash and superfluous materials, smoothing out of existing gravel, and installing additional gravel as needed provided by the Contractor to meet the requirements of the Specifications.

Section 2. Contract Price. The undersigned Contractor agrees to furnish all tools, additional materials, equipment, labor, and other means required to construct the Project in strict accordance with the Specifications and Drawings for the following sums:

City of Rocky Mount Foundations Installation				
Contractor's Bid Proposal				
Project Description				
Installations		Group Prices		
Group	No. of Units	Unit Labor	Unit Materials	Total Labor & Materials
1. City Hall Generator Fuel Tank Foundation	1	\$	\$	\$
2. Installation of Substation #9 Generator Fuel Tank Foundation Addition	1	\$	\$	\$
3. Final Cleanup	Lot	\$	\$	\$
TOTAL FOUNDATIONS INSTALLATION PRICE		\$	\$	\$

Exceptions or Clarifications to Specifications _____

Contractor

Attest: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Address: _____

The Proposal must be signed with the full name of the Contractor. If the Contractor is a partnership, a partner must sign the Proposal in the name of the partnership. If the Contractor is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Contractor, _____
_____.

Attest:

City of Rocky Mount
Rocky Mount, North Carolina
(Owner)

By _____

By _____

Title _____

Title _____

Date _____