

# **City of Rocky Mount**

# **Energy Resources**

# Invitation for Bid #: 320-200922RP Rebid

**Contract Lineman Labor** 

Date Issued: 12/8/2022

Bid Opening Date: 12/16/2022

At 04:00 PM ET

# Direct all inquiries concerning this IFB to the Purchasing Office:

Ramona Plemmer

**Purchasing Manager** 

Email: ramona.plemmer@rockymountnc.gov

Phone: 252-972-1228



# CITY OF ROCKY MOUNT

## Invitation for Bids # 320- 200922RP Rebid

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 section will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid. Failure to do so shall be sufficient cause to reject your bid.

ID Number:

Federal ID Number or Social Security Number

Vendor Name

Sealed, mailed responses ONLY will be accepted for this solicitation.

Red I	City of Rocky Mount Energy Resources/Electric Division
-------	---

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # 320-200922RP Rebid
	Bids will be publicly opened: 12/16/2022 4:00 pm
Purchasing Manager	Contract Type: Service

#### **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. Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent? Yes No If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest.

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 C	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).

FOR CITY USE ONLY: Offer accept, and Contract awarded this	s day of _	, 20	as indicated on the
attached certification, by		Purchasing Mana	ager.

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

**Finance Director** 

Date

## **Table of Contents**

1.0	PURPOSE AND BACKGROUND	3
2.0	GENERAL INFORMATION	3
2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8	INVITATION FOR BIDS DOCUMENT NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS IFB SCHEDULE MANDATORY SITE VISIT BID QUESTIONS BID SUBMITTAL BID CONTENTS DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	3 ned. 4 4 5
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS	5
3.1 3.2 3.3	METHOD OF AWARD CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION INTERPRETATION OF TERMS AND PHRASES	6
4.0	REQUIREMENTS	6
4.1 4.2 <b>4.3</b> <b>4.4</b> <b>4.5</b>	PRICING INVOICES MWBE GOOD FAITH EFFORTS MINORITY BUSINESS PARTICIPATION PERSONNEL	6 7 7
5.0	GENERAL SPECIFICATIONS	8
5.1	GENERAL	8
6.0	CONTRACT ADMINISTRATION	9
6.1 6.2 6.3	PROJECT MANAGER AND CUSTOMER SERVICE DISPUTE RESOLUTION CONTRACT CHANGES	9
ATTAC	HMENT A: PRICING	. 10
ATTAC	HMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS	. 11
ATTAC	HMENT C: SUPPLEMENTAL VENDOR INFORMATION	. 11

## 1.0 PURPOSE AND BACKGROUND

The Electric Distribution Division is responsible for the construction, operation and maintenance of the city's electric distribution system to provide safe, efficient, effective delivery of reliable electric service to our customers.

The City of Rocky Mount is seeking bids from qualified vendors to provide the transformers as referenced in this document.

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

\*\*NOTE: Only the vendors that attended the Mandatory prebid will be allowed to submit a proposal for the rebid. \*\*

## 2.0 GENERAL INFORMATION

#### 2.1 INVITATION FOR BIDS DOCUMENT

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

#### 2.2 NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as guestions 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 IFB 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 IFB, 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 IFB other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this IFB or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the Cities election.

#### 2.3 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	City	Thursday 12/8/22
Submit Written Questions	Vendor	Monday 12/12/22
Provide Responses to Questions	City	Tuesday 12/13/22
Submit Bids	Vendor	Friday 12/16/22 4:00 P.M.

IFB # 320-200922RP REBID	V	/endor:
Award	City	TBD

### 2.4 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB 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 "IFB #320-200922RP Rebid – 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	
IFB 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 <a href="http://www.rockymountnc.gov/services-finance/bids">http://www.rockymountnc.gov/services-finance/bids</a> and/or Interactive Purchasing System (IPS), <a href="http://www.ips.state.nc.us">http://www.ips.state.nc.us</a>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

### 2.5 BID SUBMITTAL

If applicable to this IFB, 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) photocopy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. 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	
BID NUMBER: 320-200922RP Rebid	BID NUMBER: 320-200922RP Rebid	
Attn: Ramona Plemmer	Attn: Ramona Plemmer	
City of Rocky Mount	City of Rocky Mount	
PO BOX 1180	331 Franklin Street	
Rocky Mount, NC 27802-1180	Rocky Mount, NC 27802-1180	

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 IFB 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 IFB. It is important that all Vendors bidding on this IFB 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 IFB and all Addenda thereto.

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

#### **Bid Opening:**

Bids will be opened and read aloud at the Frederick E. Turnage Administrative Services Complex, first floor atrium, 331 South Franklin Street, Rocky Mount, North Carolina 27804 at the date and time specified on the cover sheet and RFP schedule.

#### 2.6 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB 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 IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
- d) ATTACHMENT C: 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) **CITY:** The City of Rocky Mount personnel associated with this solicitation and the Purchasing Office.
- c) 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.
- d) 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.
- e) **IFB:** Invitation for Bids.
- f) **LOT**: A grouping of similar products within this IFB.
- g) **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.
- h) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- i) THE CONTRACT: A contract resulting from or arising out of Vendor responses to this solicitation document.
- j) 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

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line, 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 IFB 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.

**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 <a href="https://rockymountnc.gov/services-finance-vendor-registration/">https://rockymountnc.gov/services-finance-vendor-registration/</a>

### 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 gualifications 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 disgualification. 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 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, 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 IFB. 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 IFB. 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 IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

#### 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 trip 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 subcontracting 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

#### IFB # 320-200922RP REBID

Vendor:

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.
- 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 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.

## 5.0 GENERAL SPECIFICATIONS

#### 5.1 GENERAL

The scope this bid is to solicit additional manpower for our work force through the end of our fiscal year. We are looking for pricing for qualified first class contract linemen. We plan to select as many of any class we think will be needed to accomplish our planned and unplanned work. We would like hourly pricing for the following category. Please allow for a pickup truck for travel and time to leave base city. Standard day starts at 7 and ends at 3:30.

- I. Single man and tools to work side by side city personnel daily and after hours as needed. We need pricing for Regular time and overtime
  - 1st class or A class lineman skilled in moving energized primary unsupervised, rigging, and building transformer banks.
  - Two first class linemen on call for afterhours work as needed with a 20-minute response time. Please allow for them to be housed locally to meet response time. We will allow NC meal per diem. We shall pay 8 hours for Saturday and Sunday.
  - Linemen shall possess a valid NC Class A CDL
  - Linemen shall always present themselves in a professional manner, always fit for duty.
  - Lineman shall provide tools, FR uniforms and climbing gear

## 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.

### The remainder of this page is intentionally left blank

Attachments to this IFB begin on the next page.

# ATTACHMENT A: PRICING

## FURNISH AND DELIVER:

Item #	QTY.	UOM	DESCRIPTION	HOURLY RATE	OVERTIME RATE
1	1	Ea.	First Class Lineman	\$	\$
2	1	Ea.	Pickup Truck	\$	

#### ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS

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

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

### 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 <u>North Carolina Office of</u> <u>Historically Underutilized Businesses</u> 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:

#### **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, contact 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.

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

#### HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT

Becoming a Vendor <u>https://youtu.be/MGOjZxl4iQc</u> Competing in the Bid Process <u>https://youtu.be/yy8dYzPOCUs</u> Purchase Order, Payment and Performance <u>https://youtu.be/wA5zVTizZQM</u>