

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

**SPECIFICATIONS AND BID DOCUMENTS FOR  
TWO WAY LOAD MANAGEMENT SWITCH FOR THE  
CITY OF ROCKY MOUNT  
BID #320-190423AG**

**FOR CLIENT REVIEW**

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

**SPECIFICATIONS AND BID DOCUMENTS FOR  
TWO WAY LOAD MANAGEMENT SWITCH FOR THE  
CITY OF ROCKY MOUNT  
BID #320-190423AG**

**FOR CLIENT REVIEW**

**Booth & Associates, LLC  
Consulting Engineers  
2300 Rexwoods Drive, Suite 300  
Raleigh, NC 27607  
Firm License No. F-0221**

**© May 2023**

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

**SPECIFICATIONS AND BID DOCUMENTS FOR  
TWO WAY LOAD MANAGEMENT SWITCH FOR THE  
CITY OF ROCKY MOUNT**

<b>TABLE OF CONTENTS</b>
--------------------------

**REQUEST FOR PROPOSAL**

Notice to Prospective Bidders.....	N-1
Bid Dates Schedule.....	N-2
Definitions .....	D-1
Instructions to Bidders.....	IB-1
General Conditions .....	GC-1

**FORM OF PROPOSAL**

Terms and Conditions.....	P-2
City of Rocky Mount Terms and Conditions.....	1 - 5
Bid Schedules .....	P-4
Supplementary Information .....	P-5
Affidavit of Bidder .....	P-6
Form of Exceptions.....	P-7
Bid Bond .....	P-8
Bidder Inserts: Addenda / Clarifications / Bulletins .....	P-9

**TECHNICAL SPECIFICATIONS**

1.0 Standards .....	S-1
2.0 Special Conditions.....	S-1
3.0 General Specifications .....	S-2
4.0 Load Management Switch Specifications.....	S-2
5.0 Head-End System Specifications.....	S-2
6.0 Installation .....	S-3
7.0 System Testing .....	S-3

**APPENDICES**

1. City of Rocky Mount Service Territory Map
2. WMBE Forms

# **REQUEST FOR PROPOSAL**

## NOTICE TO PROSPECTIVE BIDDERS

Sealed Proposals for the furnishing and installation of all materials and equipment complete and conforming to the bid documents for a Two-Way Load Management System, as set forth in the Bid Schedule, will be received by **The City of Rocky Mount** (hereinafter referred to as the Owner) at the offices of their Purchasing Manager, City of Rocky Mount, Purchasing Division, City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804, or PO Box 1180, Rocky Mount, North Carolina 27802-1180, on or before 2:00 PM, local time, Wednesday, May 17, 2023, at which time the Proposals will be opened and read. Proposals can be hand delivered to the Purchasing Office at 331 South Franklin Street, Rocky Mount, NC 27804 or the First Floor Atrium. Any Proposal received after that time will be promptly returned to the Bidder unopened.

The Specifications, together with all necessary forms and other documents for the Bidder, may be obtained from the Owner's website <https://rockymountnc.gov/services-finance-bids/>. Questions and comments can be submitted to Alicia Gaines ([Alicia.Gaines@rockymountnc.gov](mailto:Alicia.Gaines@rockymountnc.gov)).

Proposals and all supporting instruments must be submitted on and in the format of the forms furnished in the *Form of Proposal* of these bid documents and must be delivered in a sealed envelope addressed to the Owner's Engineer, Booth & Associates, LLC. Proposals must be filled in with indelible ink. No alterations or interlineations will be permitted unless made before submission and initialed and dated.

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the bid documents on file with the Owner and with the Engineer and of all other matters that may affect the cost and the time of the work.

The name and address of the Bidder, its license number (if a license is required by the State), and the following description must appear on the envelope in which the Proposal is submitted:

**“BID FOR TWO WAY LOAD MANGEMENT SWITCH FOR THE  
CITY OF ROCKY MOUNT  
ROCKY MOUNT, NORTH CAROLINA  
NOT TO BE OPENED UNTIL  
2:00 PM, LOCAL TIME, WEDNESDAY, MAY 17, 2023”**

The Owner reserves the rights to (1) waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner; (2) reject any or all Proposals and to hold any or all Proposals for a period of sixty (60) days from the date of opening thereof; (3) accept the bid, in its opinion, that represents the best value for the Owner, regardless of whether such bid is the lowest price; and (4) award Contracts to Bidder(s) for any Schedule(s) individually or collectively from the Bid Schedules.

Each Proposal shall be accompanied by cash, cashier's check, or certified check drawn on a bank insured with the Federal Deposit Insurance, payable to the Owner, in an amount not less than ten percent (10%) of the total bid as a guarantee that a Purchase Order, if awarded, will be accepted. In lieu thereof, a Bid Bond may be submitted by the Bidder in an amount not less than ten percent (10%) of the total bid (see attached Bid Bond form). The total bid price for which the ten percent (10%) applies shall be the total of all schedules.

THE CITY OF ROCKY MOUNT  
ROCKY MOUNT, NORTH CAROLINA

By: Alicia Gaines  
Purchasing Associate III

Date: May 3, 2023

**BID DATES SCHEDULE**  
**City of Rocky Mount**  
**BID # RFP 230-190423AG**  
**Two Way Load Management Switch**

No.	Item	Description
1	<b>Bid Issue Date:</b>	Wednesday, May 3, 2023
2	<b>Owner's Contact on Bid:</b>	<b>Name:</b> Alicia Gaines <b>Phone:</b> (252) 972-1227 <b>Email:</b> <a href="mailto:alicia.gaines@rockymountnc.gov">alicia.gaines@rockymountnc.gov</a>
3	<b>Site Visit Meeting Date:</b>	NA
4	<b>Address for submission of clarification requests on Bid Documents:</b> <b>Or</b>  <b>Email to:</b>	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 <b>Or</b>  <a href="mailto:alicia.gaines@rockymountnc.gov">alicia.gaines@rockymountnc.gov</a>
5	<b>Deadline for submission of questions and clarification requests on Bidding Documents:</b>	4:00 PM Monday, May 8, 2023
6	<b>Deadline for the City to respond to submitted questions</b>	4:00 PM Friday, May 12, 2023
7	<b>Bid Closing Date and Time (Local Time):</b>	2:00 PM Wednesday, May 17, 2023
8	<b>Bid Submission Address, by Hand Delivery*:</b>  <b>Bid Submission Address, by Mail:</b>	City of Rocky Mount <b>331 South Franklin Street</b> Rocky Mount, NC 27804 <b>Or</b> PO Box 1180 Rocky Mount, NC 27802-1180
9	<b>Bids received after the "Bid Closing Date and Time":</b>	Shall not be accepted and shall be returned closed to the bidder.
10	<b>Bid Opening Date &amp; Time (Local Time):</b>	2:00 PM Wednesday, May 17, 2023
11	<b>Bid Opening Location:</b>	First Floor Atrium City of Rocky Mount <b>331 South Franklin Street</b> Rocky Mount, NC 27804
12	<b>Validity of Bids:</b>	Bids shall be valid for a period of <b>60 days</b> after the Bid Closing Date.
13	<b>Validity of Bid Security:</b>	The Bid Security shall be valid for <b>60 days</b> beyond the validity date of the Bid.
14	<b>Delivery Date:</b>	December 2023
15	<b>Performance Bond:</b>	Required
16	<b>Warranty/Guaranty Period:</b>	2 years

Bid updates can be found at the City website at <https://rockymountnc.gov/services-finance-bids/>

**\*Final Submissions cannot be submitted electronically and must be delivered to the purchasing office as described on page N-1**

## DEFINITIONS

Whenever the following terms or pronoun in place of them are used in these *Instructions to Bidders, Form of Proposal, Technical Specifications*, “Contract”, bond, etc., the intent and meaning shall be interpreted as follows:

<b>Owner</b>	City of Rocky Mount Rocky Mount, North Carolina
<b>Purchasing Associate III</b>	Alicia Gaines; or authorized assistant
<b>Load Management Coordinator</b>	Joey Cascell
<b>Consulting Engineer</b>	Booth & Associates, LLC
<b>Observer</b>	An authorized representative of the Owner assigned to make any or all necessary observations of work performed and equipment and/or apparatus furnished by the Bidder.
<b>Bidder</b>	Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative; or party of the second part of the Contract, acting directly or through a duly authorized representative.
<b>Subcontractor</b>	An individual, firm, or corporation who contracts with the Bidder to perform part of the latter’s Contract.
<b>Surety</b>	The body, corporate or individual, approved by the Owner, which is bound with and for the Bidder who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he has contracted.
<b>Form of Proposal, Proposal</b>	The approved, prepared form on which the Bidder is to submit or has submitted his Proposal for the work contemplated.
<b>Bid Security</b>	To all bids there shall be attached cash, cashier’s check, or certified check from the Bidder upon a bank or trust company insured by the Federal Deposit Insurance Corporation, or in lieu thereof, a Bid Bond.
<b>Plans, Drawings</b>	All Drawings or reproductions of Drawings pertaining to the construction under the Contract.
<b>Technical Specifications</b>	The directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the Contract.

**Purchase Order**

The agreement covering the furnishing of equipment and/or apparatus and the performance of the work. The Purchase Order shall include the *Instructions to Bidders, General Conditions, Form of Proposal, Plans, Technical Specifications*, and Acknowledgments.

**Performance Bond**

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee of good faith on the part of the Bidder to accept the work in accordance with the terms of the Specifications and Contract.

**Payment Bond**

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee for payment of all Subcontractors on the part of the Bidder in acceptance of the work in accordance with the terms of the Specifications and Contract.

**Work**

The performance of the project covered by the Specifications or the furnishing of labor, machinery, equipment, tools, or any other article or item being purchased by the Owner.

**Emergency**

A temporary unforeseen occurrence or combination of circumstances which endangers life and property and calls for immediate action or remedy.

**Work at Site of Project**

Work to be performed, including work normally done on the location of the project.

**Bid Documents**

Include all sections of the *Request for Bids, Form of Proposal, Technical Specifications* and *Appendices, Addendum/ Clarifications/Bulletins*, and Drawings.

The subheadings in these Specifications are intended for convenience or reference only and shall not be considered as having any bearing on the interpretations thereof.



## INSTRUCTIONS TO BIDDERS

### 1.0 Bidder Qualification

- 1.1 Bids will be accepted only from Bidders deemed by the Owner or the Engineer to be qualified to provide the materials, equipment, and services described by these Specifications. The experience of Bidders in providing the same or similar materials, equipment, and services will be a major factor in determining qualification. The Bidder shall include information to establish qualifications.

### 2.0 Proposals

- 2.1 To warrant consideration, Proposals must comply with these instructions. Strict adherence to these Specifications and Drawings is requested to facilitate review and consideration of the Proposal.
- 2.2 Bids not received on Booth & Associates, LLC *Form of Proposal* contained herein will be considered unresponsive. The forms shall be filled out complete; any omissions may cause the entire Proposal to be rejected.
- 2.3 Proposals must be made on the *Form of Proposal* provided herein and must not be altered, erased, or interlined in any manner. The Bidder shall fill in the *Form of Proposal* as detailed in the *Terms and Conditions*. The Bidder may retain one (1) copy, but the original, fully executed must be inserted in or attached to the bid documents. Also, one (1) additional copy of all executed forms and supporting information shall be supplied.
- 2.4 The Bidder shall furnish certain information, as required by the bid documents regarding the equipment on which he is bidding. Two (2) copies of the information, together with the Manufacturer's literature setting forth the guarantees and describing the equipment on which he is bidding shall be included as part of the Proposal. If one (1) Manufacturer is bidding through two (2) or more agents or representatives, descriptive literature, guarantees, etc., may be submitted in duplicate in one (1) sealed envelope, which will be considered and treated as though it contained a sealed bid. This envelope shall contain a list of the names of Bidders to whom the information applies. Each sealed bid Proposal without this information shall state the name of the Manufacturer who is furnishing the information. Additional sets of the Specifications may be obtained upon a payment of fifty dollars (\$50.00) non-refundable deposit by approved Bidders.
- 2.5 Bids may be modified by the Bidder's removal of his original and the submittal of a completely revised bid package in full compliance with the bid documents if received prior to the time of opening bids and if included in the public reading of such bids. No oral or telephonic Proposals will be considered.
- 2.6 Proposals shall include a *Form of Exceptions* utilizing forms provided which shall itemize each and every exception from the bid documents. The *Form of Exceptions* shall state the section, subsection, and paragraph designations from the part of the Specifications to which exception is taken and explain in detail the nature of the exception. A copy of this *Form of Exceptions* is included in the *Form of Proposal*. Exceptions will not necessarily eliminate a Bidder from consideration, even if bids without exceptions are received from others. The treatment of exceptions will be based entirely on the overall best interests of the Owner. **Certain exceptions may result in the entire bid Proposal being rejected.**
- 2.7 Should the Bidder find discrepancies in the documents or fail to understand their meaning, he shall immediately notify the Engineer, who will send written instructions to all Bidders. Neither the Owner nor the Engineer will be responsible for any oral instructions.
- 2.8 The Bidder shall be the Manufacturer of the equipment, or the Bidder shall submit with the *Form of Proposal* a notarized statement that the Bidder is authorized by the Manufacturer to tender the Proposal as submitted and that the Manufacturer will guarantee the suitability and adequacy of the equipment proposed, and will be bound by the Specifications, as though the Manufacturer had submitted the Proposal.

- 2.9 In the event that the Bidder proposes any change or deviation from the Engineer's Plans and Specifications, such Proposal changes or deviations must be submitted at the time bids are opened. The Owner reserves the right to reject any such proposed changes or deviations. All exceptions must be stated on the *Form of Exceptions*. Failure to submit a *Form of Exceptions* will imply strict adherence to the Plans and Specifications.
- 2.10 No bid Proposal may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days pending the execution of a Contract by the successful Bidder. Should the successful Bidder default and not accept a Contract, then the Contract may be offered to the next lowest responsible Bidder whose Proposal is evaluated as acceptable.
- 2.11 Prior to submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the Plans and Specifications on file with the Owner and with the Engineer and all other matters that may affect the cost and the time of completion of the work.
- 2.12 The Contract, when accepted, shall be deemed to include the Specifications for the equipment, and the Bidder shall not claim any modification thereof resulting from any representative or promise made at any time by an officer, agent, or employee of the Owner or by any other person.
- 2.13 Firm quotations should be based upon placement of an order within sixty (60) days from bid date.
- 2.14 The Owner reserves the right to select or reject any or all schedules, adders, or deducts (or combination thereof) listed in the *Form of Proposal*. Base quotations for the transformer shall include the risk of delivery to each location.
- 2.15 Exceptions taken to the testing performed as outlined in these Specifications may result in rejection of the Bidder's Proposal.
- 2.16 Proposals shall include the following:
- a. Catalog numbers, Manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not satisfactory.
  - b. Performance data for the specified item(s) as set forth in the *Technical Specifications*.
  - c. Catalogues and/or brochures about head-end software to be provided with system.
  - d. Map showing placement of data collector hardware and coverage of signal.

### **3.0 Bid Security**

- 3.1 Each Proposal shall be accompanied, if applicable, by a cash deposit, cashier's check, or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount not less than ten percent (10%) of the Proposal. The Owner will retain said deposit as liquidated damages in the event of failure of the successful Bidder to execute the Purchase Order within ten (10) days after the award.
- 3.2 Bid Bond shall be conditioned that the Surety will, upon demand, forthwith make payment to the Obligee upon said Bond if the Bidder fails to accept a Purchase Order in accordance with the Bid Bond, and that upon failure to forthwith make payment, the Surety shall pay to the Obligee an amount equal to double the amount of said Bond.
- 3.3 Only one (1) Bid Bond is required, the amount of which shall be based on the total amount of the bid. The value for the Bid Bond shall be based on the Bid Schedule of maximum total amount.

### **4.0 Performance Bond/Payment Bond**

- 4.1 The successful Bidder shall be required to furnish separate Performance and Payment Bonds executed on the forms bound herein in amounts at least equal to one hundred percent

(100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract.

- 4.2 Performance and Payment Bonds shall be with a Surety company authorized and licensed to do business in the State of North Carolina and shall be for the full Contract sum.

## **5.0 Bulletins and Addenda**

Any bulletins or addenda to the Specifications issued during the time of bidding are to be considered covered in the Proposal, and in executing a Contract, they will become a part thereof. Receipt of addenda shall be acknowledged by the Bidder on the *Form of Proposal*.

## **6.0 Award of Contract**

- 6.1 The Contract will be awarded as soon as practical. The Owner reserves the right to reject any and all bids.
- 6.2 The Owner reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence.
- 6.3 The Bidder must correct any such irregularities or errors so waived on the Proposal prior to its acceptance.
- 6.4 Timely delivery is an essential part of the evaluation process for an award of a Contract. The Bidder is requested to offer the best Delivery Schedule possible and provide details of the time frame in the *Form of Proposal* utilizing calendar days after receipt of a Contract.
- 6.5 In estimating the lowest cost to the Owner as one (1) of the factors in deciding the award of the Contract, the Owner will consider, in addition to the prices quoted in the Proposal, the following:
- a. Cost of Ownership, including head-end software hosting fees
  - b. Equipment delivery date
  - c. Adherence to the Plans and *Technical Specifications*
  - d. Suitability of materials and equipment
  - e. FCC License status of Bidder
  - f. Firm prices
  - g. Additional extended warranty
  - h. Standardization of equipment
  - i. Accessibility of service facilities and personnel
  - j. History of delivery performance for past twelve (12) months
  - k. History of prior equipment performance

## **7.0 Equipment Shipping Details**

- 7.1 A Delivery Schedule is included in the *Form of Proposal* on which the Bidder shall indicate the Delivery Schedule for his materials and equipment. The Bidder shall match his scheduled deliveries to the schedule preferred by the Owner if noted in the *Form of Proposal*.
- 7.2 The prices quoted shall include delivery of the equipment with Bidder assuming liability during transport and unloading. The Bidder is responsible for all highway permits and associated fees from point of origin to the delivery location(s).
- 7.3 Coordinated shipment shall be made to reduce storage by the Owner and to facilitate the accumulation of component parts. Small partial shipments at scattered times will not be

acceptable. In the event that delays occur, the Bidder shall be responsible for all shipping demurrage unless such delays are caused solely by the Owner.

## **8.0 Bidder's Training Representative**

- 8.1 The Bidder shall provide (and include in his base bid) the services of an expert in the head-end system for one (1) trip to assure proper set-up and integration of the system into the City's network. Should the Owner elect to host the system on an on-site server, the Bidder shall provide the services of a technician to install and set-up the aforementioned server. This representative shall be responsible for training City employees on use of the system. The Bidder is responsible for all travel time.

## **9.0 Payment**

- 9.1 Payment by the Owner to the successful Bidder shall be made in a lump sum of ninety percent (90%) following delivery and verification that the equipment meets the Specifications. Compliance to Specifications shall be verified within ninety (90) days of the date of delivery.
- 9.2 There shall be a ten percent (10%) retainage on invoices until all equipment, with proper instruction books per Specifications, certified test reports, and Drawings have been approved and accepted by the Owner and the Engineer. The Owner reserves the right to hold this retainage for a period of up to ninety (90) days without penalty to verify completeness of delivery.
- 9.3 Invoices shall be submitted in triplicate to Accounts Payable, City of Rocky Mount for review and approval. The address for submittal of all invoices is: City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802.
- 9.4 Payment amounts will be made on a NET 30 day period upon submission of an invoice and appropriate pick tickets to support such invoice.

**1.0 Drawings and Specifications**

The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any and all other things necessary to do a complete job, which may include manufactured items and field service assistance. In case of discrepancy or disagreement in the Contract, the order of precedence shall be: Contract, Specifications, Drawings.

**2.0 Clarifications and Detail Drawings**

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions, Detail Drawings, or both. Clarifications and Drawings shall be consistent with the intent of bid documents and shall become a part thereof.

**3.0 Copies of Drawings and Specifications**

The Engineer will furnish free of charge to the Bidder one (1) copy of the Plans and Specifications. Additional sets of these Specifications may be obtained upon request and a non-refundable deposit of fifty dollars (\$50.00) by approved Bidders.

**4.0 Ownership of Drawings and Specifications**

All Drawings and Specifications are instruments of service and remain the property of the Engineer whose name appears thereon. The use of these instruments on work other than these bid documents without permission is prohibited. All copies of Drawings and Specifications other than final copies shall be returned to the Engineer upon request after completion of the work.

**5.0 Royalties, Licenses, and Patents**

It is the intention of the bid documents that the work covered herein will not constitute in any way an infringement on patents. The Bidder shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The Bidder shall pay all royalties and/or license fees required on account of patented articles or processes, whether or not the patent rights are evidenced hereinafter.

**6.0 Uncorrected Faulty Work**

The Bidder shall be notified of faulty or damaged work and shall have the option to respond in a reasonable period of time. Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner or the Engineer, the Owner shall be reimbursed by the Bidder for the same by a deduction in the Contract prices arrived at by a fair estimate of the probable cost of correction, approved by the Engineer.

**7.0 System Life Expectancy and Liquidated Damages**

The Bidder warrants that the software and hardware comprising proposed system shall be supported for a minimum of fifteen (15) years from the date that the Contract reaches services rendered. These fifteen (15) years comprise the System Life Expectancy, during which the Bidder is expected to make available for purchase any products or services that are required by the Owner for functional upkeep of the system.

In the event that the Bidder is unable to meet the required System Life Expectancy, the Bidder shall be required to compensate the Owner in the form of liquidated damages. The liquidated damages owed to the Owner shall be calculated in the following manner:

$$\text{Liquidated Damages (in \$)} = .9 * \left(\frac{y}{15}\right) * \text{system cost},$$

*where y = the number of years remaining in the System Life Expectancy*

**8.0 Delays and Extension of Time**

- 8.1 The time to be allowed for delivery is stated in the *Form of Proposal*. The Bidder, upon notice of award of the Contract, shall prepare a Delivery Schedule based on the allowed time and submit such schedule to the Engineer for approval.
- 8.2 If Bidder is delayed at any time in the progress of the work by any act of negligence by the Owner or the Engineer, by any separate Bidder employed by the Owner, or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the Engineer may decide.
- 8.3 No extension of time for completion will be made for ordinary delays and accidents. Extensions may be granted for delays ordered by the Engineer if the request has been made in writing within forty-eight (48) hours after the order to cease work has been given.

## **9.0 Guarantee**

The Bidder shall guarantee his materials and workmanship against defect due to faulty materials, faulty workmanship, or negligence for a period of twenty-four (24) months from the date that the Contract reaches services completion. He shall make good such defective materials or workmanship and any damages resulting there from without cost to the Owner.

## **10.0 Assignments**

The Bidder shall not assign any portion of the Contract nor Subcontract in its entirety except as fully explained in the *Form of Proposal* and accepted by the Owner. No funds or sums of money due or to become due to the Bidder under this Contract may be assigned.

## **11.0 Change in Plans and/or Specifications**

The Owner, or the Engineer on behalf of the Owner, may make changes to Plans and/or Specifications after award of the Contract or while fabrication is in progress. The compensation for such changes shall be agreed upon in writing between the Bidder and the Owner prior to commencement of work involving the change. No payment shall be made to the Bidder for correcting work not in compliance with Specifications.

## **12.0 Insurance**

The Bidder shall maintain Workmen's Compensation Insurance and Liability Insurance appropriate for the level of exposure involved in the Contract. The Bidder shall furnish certification of the appropriate insurance.

## **13.0 Equal Employment Opportunity**

During the performance of this work, the Bidder agrees as follows:

- 13.1 The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. The Bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- 13.2 The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap.

The Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement, Purchase Order, or other understanding, a notice advising the labor union or workers' representative of the Bidder's commitments under the Equal



Employment Opportunity Section of this Specification and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 13.3 In the event of the Bidder's noncompliance with the nondiscrimination clauses of this Specification or with any of such rules, regulations, or orders, the Purchase Order may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further Owner contracts.
- 13.4 The Bidder will include the provisions of this section in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Owner, so that such provisions will be binding upon each Subcontractor.

#### **14.0 Indemnification**

The Bidder shall hold harmless and indemnify the Owner, its agents, and employees from any and all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against Owner, its agents, or employees based upon a claim that the materials and equipment, or any part thereof, constitute an infringement of any patent; or if the Bidder shall fail to defend such suit or proceeding, Owner may do so, and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment, or any part thereof, are held to constitute infringement and the use thereof is enjoined, the Bidder shall, at its own expense, either procure for Owner the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

#### **15.0 FCC Licensed Frequency**

Bidder shall be responsible for handling any and all licensing required for the functioning of the system with all devices requested by the Owner. To minimize system errors, the Owner shall prioritize quotes from Bidders who are primary license holders.

\*Commercial Clauses in the City of Rocky Mount's General Terms and Conditions that conflict with other clauses in this bid document shall not be applicable.

## GENERAL TERMS & CONDITIONS

---

- 1. PERFORMANCE AND DEFAULT:** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the City shall have the right to terminate The Contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Contractor shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Contractor without expense to the City.

In the event of default by the Contractor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under The Contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with the Contractor, immediately terminate The Contract for cause, and may take action to debar the Contractor from doing future business with the City.

- 2. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Contractor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
- 3. AVAILABILITY OF FUNDS:** It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
- 4. TAXES:** Contractor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
- 5. SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
- 6. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using Department is responsible for all payments to the Contractor under the Contract. For services the Contractor shall submit to the City monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoices shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoices. Invoices should be sent to City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802-1180, for review and approval.
- 7. EQUAL OPPORTUNITY CLAUSE:**



- a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.
  - b. The Contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY:**
  - a. Contractor warrants that:
    - i. Performance under The Contract will not infringe upon any intellectual property rights of any third party; and
    - ii. There are no actual or threatened actions against the Contractor arising from, or alleged under, any intellectual property rights of any third party;
  - b. Should any deliverables supplied by Contractor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor, shall at its option and expense, either procure for the City the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Contractor's judgment, or if further use shall be prevented by injunction, the Contractor agrees to cease provision of any affected deliverables and refund any sums the City has paid Contractor and make every reasonable effort to assist the City in procuring substitute deliverables. If, in the sole opinion of the City, the cessation of use by the City of any such deliverables due to infringement issues makes the retention of other items acquired from the Contractor under this Agreement impractical, the City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Contractor agrees to refund any sums the City paid for unused Services or Deliverables.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 30 days' notice in writing from the City to the Contractor. In that event, any or all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Contractor agrees not to use the existence of The Contract or the name of the City of Rocky Mount as part of any commercial advertising or marketing of products or services. A Contractor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the City to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the City may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

- 13. INSURANCE:** Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Contractor also agrees to maintain \$1,000,000 in professional liability insurance if the Contractor is engaged in a professional service pursuant to this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General Liability and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless from and against liabilities, claims, actions, demands, costs, damages, losses, and/or expenses of any kind, or nature (including but not limited to court costs and attorney's fees, incurred in connection with the defense of the foregoing) resulting from the fault (as that term is defined in N.C. Gen. Stat. 22B-1) of the Contractor or its agents and/or employees that is a proximate cause of the loss, damage, or expense incurred by the City. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 17. SUBCONTRACTING:** Performance under The Contract by the Contractor shall not be subcontracted without prior written approval of the City's assigned Contract Lead. Unless otherwise indicated, acceptance of a Contractor's bid shall include approval to use the subcontractor(s) that have been specified.
- 18. CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.

**19. CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it by the City for use in connection with the performance of The Contract or purchased by or for the City for The Contract, and Contractor will reimburse the City for loss or damage of such property while in Contractor's custody.

**20. OUTSOURCING:** Any Contractor or subcontractor providing call or contact center services to the City of Rocky Mount or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the City in writing, prior written approval must be obtained from the City Department responsible for the contract.

Contractor shall give notice to the using Department of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons providing performance under a State contract to a location outside of the United States.

**21. E-VERIFY:** Contractor shall not employ any individuals to provide services to the City who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. N.C.G.S. 143-3.

**21. COMPLIANCE WITH IRAN DIVESTMENT ACT OF 2015.** Contractor certifies that as of the date of this Contract, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Contractor to make the foregoing statement.

**22. COMPLIANCE WITH LAWS:** Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and City of Rocky Mount having jurisdiction and/or authority.

**23. ENTIRE CONTRACT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This contract, any addenda hereto, and the Contractor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**24. ELECTRONIC RECORDS:** The City will digitize all Contractor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

25. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Contractor.
26. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the City under applicable law. The waiver by the City of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the City under applicable law.

**FORM OF PROPOSAL**

Terms and Conditions

Bid Schedule

Supplementary Information

Affidavit of Bidder

Form of Exceptions

Bid Bond

Addenda / Clarifications / Bulletins

**CITY OF ROCKY MOUNT**  
**SPECIFICATIONS AND BID DOCUMENTS FOR**  
**A TWO-WAY LOAD MANAGEMENT SYSTEM FOR THE**  
**CITY OF ROCKY MOUNT**

**FORM OF PROPOSAL**

*(Provide **one** original and **one** copy)*

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023.

<b>OWNER:</b>	<b>BIDDER:</b> <b>(PLEASE TYPE OR PRINT CLEARLY)</b>	
City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804  PO Box 1180 Rocky Mount, NC 27802-1180  Alicia Gaines Purchasing Associate III Phone: (252) 972-1227 <a href="mailto:alicia.gaines@rockymountnc.gov">alicia.gaines@rockymountnc.gov</a>		
	NAME	TITLE
	STREET ADDRESS	
	CITY/STATE/ZIP	
	PHONE:	
	FAX:	
E-MAIL:		
<b>SUPPLIER OF PROPOSED EQUIPMENT</b>	SIGNATURE	
MANUFACTURER		
STREET ADDRESS		
CITY / STATE / ZIP		

## TERMS AND CONDITIONS

1. The undersigned (hereinafter called the “Bidder”) hereby proposes to sell and deliver to the Owner upon the terms and conditions herein stated, the materials, equipment, and services (hereinafter called the “Material”) specified in the Bid Schedule(s) attached hereto, and by this reference made a part hereof, for the Materials for the Owner, and:
  - a. These bid documents, which include *Notice to Prospective Bidders, Instructions to Bidders, General Conditions, and Technical Specifications*.
  - b. Manufacturer’s Specifications, both as set forth herein and in Manufacturer’s literature (two (2) sets) attached hereto or furnished separately as provided for in the *Instructions to Bidders*.
  - c. Legal negotiations with low Bidder only after bids are opened for budgetary compliance.
2. The prices as quoted herein:
  - a. Are firm unless otherwise stated.
  - b. Delivery to location includes liability during transport to job site.
3. Invoice shall list the appropriate state sales tax as a separate item.
4. The Bidder further declares that he has examined the site of the work and informed himself fully regarding all conditions pertaining to the location where the Material is to be delivered; that he has examined the *Technical Specifications* for the work and bid documents relative thereto; that he has read all special provisions furnished prior to the opening of the bids; and that he has satisfied himself relative to the work to be performed.
5. The Bidder proposes and agrees if the following Bid Schedule(s) in this Proposal is accepted, to contract with the Owner in the form of a Contract specified and to furnish all necessary equipment and Materials, except Materials and equipment specified to be furnished by the Owner, complete in accordance with the bid documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the *General Conditions*, and as filed on Change Order Forms.
6. The Materials will conform to the *Technical Specifications* attached hereto and made a part hereof.
7. The Material prices set forth herein do not include any sums which are or may be payable by the Bidder on account of state sales tax upon the sale, purchase, or use of the Material. If any such tax is applicable to the sale, purchase, or use of the Material hereunder, the amount thereof shall be added to the purchase price and paid by the Owner after the Bidder has ascertained the actual sales tax to be included in the Contract price.
8. The Owner reserves the right to accept any schedule, combination of schedules, or any portion of a schedule.
9. The prices quoted shall include delivery to job site of Material as described in the *Instructions to Bidders*, and include unloading as outlined in the *Instructions to Bidders*. Delivery will be considered as part of the award of Contract.
10. **The services of a Bidder’s technician, or equivalent, for one (1) trip to oversee head-end system installation and training.**
11. A *Form of Exceptions* to the *Technical Specifications*, prepared in accordance with the *Instructions to Bidders*, is attached hereto. The Bidder shall document any exceptions with deviation from the bid documents and Specifications in the *Form of Proposal*. Otherwise, the complete compliance is assumed.
12. This Proposal is made pursuant to the provisions of the *Notice and Instructions to Bidders* and the *Technical Specifications*, and the Bidder agrees to the terms and conditions thereof.
13. Proposals shall include a complete Bill of Materials, identifying each item by catalog number, Manufacturer, ratings, characteristics, types, sizes, etc., of all Materials and equipment included. A simple statement that all necessary Materials and equipment will be provided is not acceptable.

14. Title to the agreed-upon Materials shall pass to the Owner upon delivery to the specified location or completed installation.
15. The Bidder warrants that the Materials will conform to the performance data and guarantees, which are attached hereto and by this reference made a part thereof.
16. The Bidder warrants the accuracy of all statements contained in the Bidder's Qualifications and agrees that the Owner will rely upon such accuracy as a condition of the award of Contract in the event that this Proposal is accepted.
17. By the submission of this bid, the Bidder certifies that:
  - a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other Bidder of Materials, supplies, or equipment of the type described in the *Notice to Prospective Bidders* or the *Technical Specifications*, and
  - b. The contents of the bid have not been communicated by the Bidder, nor to its best knowledge and belief by any of its employees or agents, to any person not an employee, agent of the Bidder, or its Surety on any Bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.
18. If, in submitting this Proposal, the Bidder has made any change in the *Form of Proposal*, the Bidder understands that the Owner may evaluate the effect of such change as they see fit or they may exclude the Proposal from consideration in determining the award of the Contract.
19. Delivery of all items of equipment shall be in accordance with *Technical Specifications*, Section 5.0.



**BID SCHEDULES****BID SCHEDULE NO. 1 – TWO-WAY LOAD MANAGEMENT SYSTEM**

DESCRIPTION	QUANTITY	TOTAL PRICE
Total Bid Price (Materials & Installation)	1	\$ _____
Load Management Unit Style 1	250	\$ _____
Door Swap Unit Style 1	50	\$ _____
Load Management Unit Style 2	50	\$ _____
Door Swap Unit Style 2	50	\$ _____
Load Management Unit Style 3	200	\$ _____
Door Swap Unit Style 3	50	\$ _____
Server Cost	1	\$ _____
Yearly Server Hosting Fees <b>or</b> Installation of Server on Owner's premises*	1	\$ _____ \$ _____

DESCRIPTION**	UNIT PRICE
Load Management Switch	\$ _____

**Economy of Scale Schedule No. 1\*\*\***

MIN ORDER NUMBER OF SWITCH UNITS	DISCOUNT

**Delivery Schedule No. 1**

The prices of the Materials and equipment set forth herein shall include the cost of delivery to the site at the Bidder's risk. Delivery of load management switches shall be 724 Albemarle Ave Rocky Mount, NC 27801. **Delivery shall be expected before the calendar end of 2023.** Tentative schedule shall be as follows:

Installation of Data Collector Hardware: \_\_\_\_\_  
Set-up and Training of Head-end System: \_\_\_\_\_  
Delivery of Switches: \_\_\_\_\_

**Bidder's System Training Services – Schedule No. 1**

Training Rate: \$ \_\_\_\_\_ per day

\*Bidder must provide pricing for both options.

\*\*Winning Bidder shall be the Owner's sole provider of switches for this system. Bidder should submit pricing that will be valid to the Owner for one (1) year from issue of PO for this contract.

\*\*\*Bidder shall submit any discounts Owner could receive for bulk ordering load management switches. Discount pricing shall be valid to the Owner for one (1) year from issue of PO for this contract.

**SUPPLEMENTARY INFORMATION**

Bidder \_\_\_\_\_

\_\_\_\_\_

Bidder Headquarters \_\_\_\_\_

\_\_\_\_\_

Nearest Support Location \_\_\_\_\_

\_\_\_\_\_

Number of Employees \_\_\_\_\_

\_\_\_\_\_

Other Customers Purchasing Recent System and/or Load Management Units of Same Design

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Contracts Previously Terminated in the Last Five (5) Years – Include Name of Other Party and Reason for Termination

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## AFFIDAVIT OF BIDDER

The final payment of retained amount due the Bidder on account of the Contract shall not become due until the Bidder has furnished to the Owner through the Engineer an affidavit signed, sworn, and notarized to the effect that all payments for Material, services, or any other reason in connection with this Contract have been satisfied and that no claims or liens exist against the Bidder in connection with this Contract. In the event that the Bidder cannot obtain similar affidavits from Subcontractors to protect the Bidder and the Owner from possible liens or claims against the Subcontractor, the Bidder shall state in his affidavit that no claims or liens exist against any Subcontractor, and if any liens or claims appear afterward, the Bidder shall save the Owner harmless on account thereof.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



**BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_

as Principal, and \_\_\_\_\_

as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto THE CITY OF ROCKY MOUNT of ROCKY MOUNT, NORTH CAROLINA, as Obligee, in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (10% Bid Bond), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

SIGNED, Sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WHEREAS, the said Principal is herewith submitting a Proposal for

**TWO WAY LOAD MANAGEMENT SWITCH FOR THE  
CITY OF ROCKY MOUNT**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by the bidding documents contained herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the principal shall be awarded the Purchase Order for which the bid is submitted and shall accept the Purchase Order within ten (10) days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so accept such Purchase Order as required by the bidding documents contained herein, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to double the amount of this Bid Bond as set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Corporate Surety

By \_\_\_\_\_ (SEAL)

**INSERT**

**ADDENDA / CLARIFICATIONS / BULLETINS**

*Instructions to Bidders, Section 5.0 Bulletins and  
Addenda*

**TECHNICAL SPECIFICATIONS**

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

**SPECIFICATIONS AND BID DOCUMENTS FOR  
TWO WAY LOAD MANAGEMENT SWITCH FOR THE  
CITY OF ROCKY MOUNT**

<b>TECHNICAL SPECIFICATIONS</b>
---------------------------------

**1.0     Standards**

All equipment and materials covered by these Specifications and all tests applied thereto shall, unless otherwise stated herein, be in accordance with the applicable provisions of the latest editions of the Standards of the ASTM, ANSI, AEIC, NEMA, OSHA, IEEE, and the latest revision in the National Electrical Safety Code.

Where the term “Standards” is used in the Specifications, it shall be understood to refer to the above Standards.

**2.0     Special Conditions**

2.1     Indemnity Provisions – The Bidder shall hold harmless and indemnify the Owner, its agents, and employees from any and all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against the Owner, its agents, or employees based upon a claim that the materials and equipment or any part thereof constitute an infringement of any patent, or if the Bidder shall fail to defend such suit or proceeding, the Owner may do so and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment or any part thereof are held to constitute infringement and the use thereof is enjoined, the Bidder shall, at its own expense, either procure for the Owner the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

2.2     Defective Materials, Equipment, and Workmanship

2.2.1   All materials and equipment furnished hereunder shall be subject to the inspection, tests, and approval of the Owner and the Owner’s Engineer and the Manufacturer shall furnish all information required concerning the nature or source of any materials and equipment and provide adequate facilities for testing and inspecting the materials and equipment at the plant of the Manufacturer.

2.2.2   The materials and equipment furnished hereunder shall become the property of the Owner when delivered at the point to which shipment is to be made, provided, however, that the Owner may reject any such materials and equipment that do not comply with the Specifications for materials and equipment and warranties of the Manufacturers. Recognition and subsequent rejection of any defective materials and equipment may occur either before or after incorporation of such materials and equipment into the facilities, provided such rejection is made within one year of date of delivery of the materials and equipment. Upon any such rejection, the Manufacturer shall replace the rejected materials and equipment with materials and equipment complying with the materials and equipment and warranties, FOB truck at suitable destination. The Owner shall return the rejected materials FOB truck at the same destination. In the event of the failure of the Manufacturer to so replace rejected materials and equipment, the Owner may make such replacement, and the cost and expense thereof shall be paid by and recoverable from the Manufacturer.



- 2.2.3 The system to be provided herein shall include a full two- (2) year warranty on all units and components considered to make up the system. This warranty shall extend for two (2) years from the date the contract reaches services completion.

### 3.0 **General Specifications**

The Owner, the City of Rocky Mount, intends to purchase the materials and labor necessary for a turn-key installation of a two-way load management system. This may include, but is not limited to, the following:

1. Load management switch devices, to be delivered to the Owner, to be installed by Others
2. Data collecting hardware, to be installed by Bidder
3. Head-end system, to be hosted offsite by bidder *or* hosted onsite by server provided and installed by Bidder

The system shall cover all customers of the City of Rocky Mount shown in Appendix 1. Bidder must propose the number and placement of radio antennas, per specifications in *7.0 Installation*. Bidder shall provide a propagation study for proposed locations.

Bidder shall submit, along with the following specifications, information about DRMS.

### 4.0 **Load Management Switch Specifications**

#### 4.1 **General Specifications**

Switch shall meet industry standards, FCC part 15, UL 916, and CSA C22.2 No. 205. Switch must have a door only change-out available. Enclosure shall be made of high impact polycarbonate and be UV resistant. Enclosure shall also meet UL916 flame and impact rating.

Power supply input shall be 120 / 240 VAC or 24 VAC, matching the switching voltage, at 60 Hz.

Switches to be delivered by Bidder to 724 Albemarle Ave. Rocky Mount, NC 27801.

#### 4.2 **Relays**

Switch shall support load management for air conditioning units or hot water heaters. See below table for desired unit specifications. Device should have some form of local state indicator for each switch.

	Number of Switches per Unit	Switch Current & Voltage	Unit Operating Voltage
<b>Style 1</b>	1	30 A, 240 VAC	120/240 VAC
<b>Style 2</b>	2	5 A, 120 VAC	120/240 VAC
<b>Style 3</b>	2	5 A, 120 VAC	24 VAC

#### 4.3 **Communication**

Switch shall have two-way communication. Switches shall be able to receive commands for load management events and return confirmation of event. Radio must operate at 2W or higher. Network architecture shall be point-to-multipoint with license RF and encrypted with AES 256 or approved equal. Switch should support over-the-air upgrades.

The switches shall also be operable locally.

## **5.0 Head-end System Specifications**

Bidder shall submit detailed information about the head-end software used with the load management system. Submission of cutsheets, catalogs, and/or datasheets for software is required with submission of bid. Bidder may be required to provide the Owner with a demo of the system before the bid decision is made. Software shall utilize MultiSpeak standards.

Software shall allow user to create groups of customers and allow duty cycle to be set individually for each group. Software shall allow for both immediate start and scheduled time operation load management events. User shall be able to view information about load management events and pull reports providing event details such as success rates, points of failure, cause(s) of failure, ect.

## **6.0 Installation**

Bidder shall also be responsible for the installation and maintenance of the system. This shall include, but is not limited to:

1. Delivery of all load management switches required per the Owner. Bidder shall **not** be responsible for the installation of load management switches.
2. Installation of any necessary data collector hardware.
3. Installation, configuration, and off-site hosting of head-end system *or* installation and configuration of head-end system on server provided and installed by Bidder on Owner premises.

Should Owner select option of hosting the system on an on-site server, ownership and maintenance of the server shall pass to the Owner.

*Appendix 1* shows the location of city-owned structures that may be used by Bidder as mounting points for data collector hardware. Bidder shall submit with bid a map with the proposed installation locations of the data collector hardware. Bidder may use *Appendix 1* as a starting point.

In addition, Bidder shall be able to provide Owner with training on the system.

## **7.0 System Testing**

Upon installation of load management switches, Bidder shall be required to work with the Owner to identify the first one hundred (100) switches connected to the system. This shall serve as the initial test for system verification. Bidder must include cost for system testing in base bid.

## **APPENDICES**

- 1 – City of Rocky Mount Service Territory Map
- 2 – WMBE Forms

# 1

## City of Rocky Mount Service Territory Map

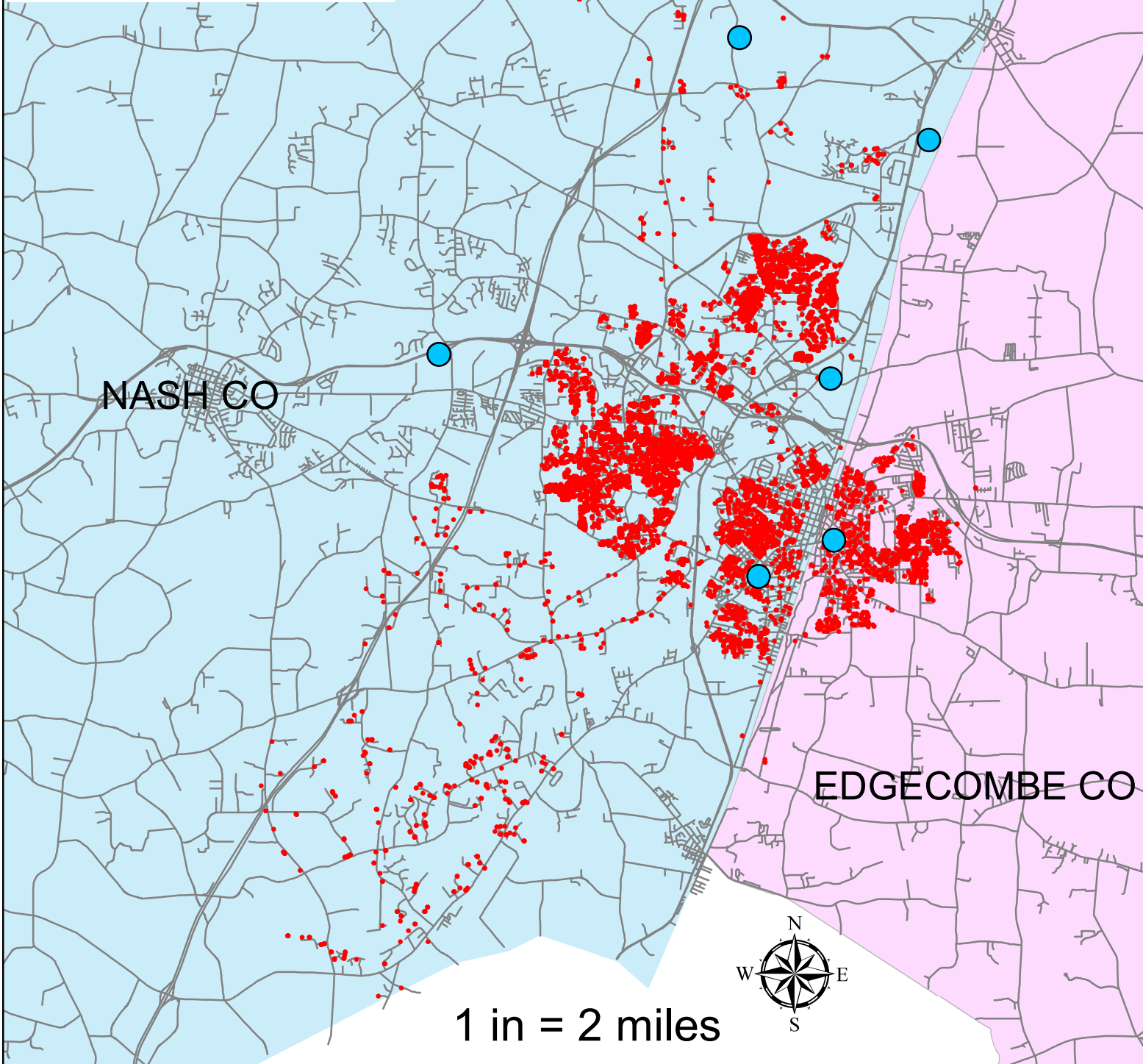
# 2023 Load Management and Water Tank Project



ROCKY MOUNT, NC  
THE CENTER OF IT ALL

## Legend

- Load Management Devices
- Water Tank



NASH CO

EDGECOMBE CO

1 in = 2 miles

# 2

## **WMBE Forms**

---

## 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 State 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 RFP. 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: \_\_\_\_\_

---

### CONTRACTOR 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 and 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 <https://youtu.be/MGOjZxl4iQc>

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

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

#### **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.

<b>MWBE FIRM</b>	<b>OWNERSHIP STATUS</b>	<b>ADDRESS</b>	<b>WORK TYPE</b>

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.



**ATTACHMENT G: PROPOSED PRODUCTS FORM**

---

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

**CERTIFICATION BY PRIME CONTRACTOR:**

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Rocky Mount