

SECOND REQUEST FOR PROPOSALS: Project 2019-01B

TITLE: PARTS/LABOR FOR WATER LINE
REPLACEMENT/HYDRANT REPLACEMENT

USING AGENCY: TOWN OF ORIENTAL, NORTH CAROLINA

ISSUE DATE: February 25, 2019

ISSUING AGENCY: TOWN OF ORIENTAL
PO BOX 472
507 CHURCH ST
ORIENTAL, NC 28571

The Town of Oriental, North Carolina, desires to engage a private utility contractor to provide labor and equipment for the Town of Oriental for its Waterline/Hydrant replacement project on South Avenue.

IMPORTANT NOTE: Indicate firm name and PROPOSAL number on the front of each proposal envelope or package, along with the date for receipt of proposals specified below.

Proposals subject to the terms and conditions made a part hereof will be received until 2:00 pm on March 8, 2019 for the services described herein.

The Town of Oriental reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the Town reserves the right to make the award in the best interest of the Town of Oriental. Previously received, unopened bids may be retained at the Bidder's request and will have the dates and RFP number of the original solicitation marked.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Direct all inquiries concerning this BID to:

Diane H. Miller
(Address shown above)
(252) 249-0555
manager@townoforiental.com

Instructions to Bidders**(Construction and Repair)**

1. Bids shall be directed in an envelope to the Manager, Town of Oriental Town Hall, 507 Church St/PO Box 472, Oriental, NC 28571. Bid proposals will consist of 0 unpriced proposal for technical review and 2 priced proposal for financial evaluation. The envelope shall be clearly marked “priced” and “unpriced” as applicable. *The envelope should be plainly marked with the bid number, date and time of bid opening and name of bid.* It shall be the responsibility of the bidder to ensure that his/her bid is received by the Manager *by the time stated herein.* Late bids will not be considered.
2. Bids must be valid for a minimum of ninety (90) days from date of bid opening.
3. All equipment, materials or apparatus furnished under these specifications shall be new (unless otherwise specified) and free from all defects, and shall operate and function properly after delivery to the Town. Each bidder shall submit with his/her proposal the manufacturer’s specifications, illustrations and descriptive literature on the equipment, materials or apparatus not yet in production or out of production for more than thirty (30) days.
4. Do not submit alternates unless requested to do so. If alternate bids are requested, the envelope(s) must be clearly marked “primary bid” and “alternate bid”.
5. Every part and accessory of a standard unit shall automatically be included and become a part of these minimum specifications.
6. References to brand or trade names are normally included to more accurately describe the requirements of the Town of Oriental when it is impossible or impractical to specify the required performance and design characteristics for such materials. They are used only to set forth and convey to bidders the general style, type, character, and quality of product desired. Alternate materials, items, or equipment of equal or equivalent design shall be submitted to the Manager or other responsible party for approval or disapproval prior to the opening of the bids.
7. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other person, firm or corporation offering a proposal for the same purpose and that his/her proposal is in all respects fair and without collusion or fraud.
8. All bids and proposals for furnishing equipment, materials or apparatus in accordance with the specifications prescribed by the Town of Oriental will continue to be on file in the office of the Manager at the Town Hall 507 Church St, Oriental, North Carolina and are available for inspection during regular working hours.

9. Bond Requirements:**A. Bid Bond: (Requirement Waived)**

NORTH CAROLINA STATE LAW (G.S. 143-129) REQUIRES THAT ALL BIDS BE ACCOMPANIED BY A BID DEPOSIT. (Please note carefully)

No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of **not less than five percent (5%)** of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds.

This deposit may be retained by the Town of Oriental if the successful bidder fails to execute the bid obligation or fails to give satisfactory surety as required herein.

Money orders, uncertified checks, etc., are not acceptable as bid deposits.

Unsigned bids and bids with incorrect bid deposits cannot be considered.

Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

B. Performance Bond:

Once the contract has been awarded, the successful bidder must furnish a Performance Bond. The performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the Town.

The bond shall be executed by a surety company **authorized to do business in North Carolina**. In lieu of the bond, cash, government securities or a certified check in the full amount of the contract (100%) may be deposited. Such deposit shall be filed within 30 days from date of awarding contract.

It shall be the responsibility of the bidder to cover the cost of the performance bond, in his bid. The Town will not pay an additional amount at a later date for the bond.

The Town Board may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure.

The bidder should assume that a performance bond will be required unless otherwise indicated in the instructions to bidders.

C. Laborers' and Materialmens' Bond: (Requirement Waived)

G.S. 44a-26 provides that any local government that lets a construction contract for more than \$30,000 shall require the contractor to execute a payment bond in the amount of one hundred percent (100%) contract amount, conditioned the prompt payment for all labor and/or material for which a contractor or subcontractor liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

10. Award of Bid:

- A. Bids shall be awarded to the lowest responsive responsible bidder, taking into consideration adherence to specifications, quality, performance, the time of delivery, technical support, past performance and other relevant factors.
- B. The Town of Oriental reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the Town reserves the right to make the award in the best interest of the Town of Oriental.
- C. It is Town policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend the bid openings which are normally conducted in the Manager's office, Town Hall, 507 Church St, Oriental, North Carolina. Bid tabulations will be available after all technical reviews have been completed.

11. Taxes:

Do not include sales or federal excise tax in figures. The Town pays all applicable sales tax, however, and should be invoiced accordingly. The Town is exempt from Federal Excise tax and will issue a Federal Exemption certificate upon request

12. Escalation Clauses:

Bids containing escalation clauses may be considered. However, there must be a maximum figure for escalation shown, or a method of computing the total cost over a specific time period provided.

13. Prices:

All prices must be quoted **F.O.B. South Avenue, Oriental, North Carolina.**

14. Payment:

Provision for the payment of the monies to fall due under this agreement has been made by appropriations duly made, or required by the Local Government Finance Act.

Payment will be made according to vendor's terms stated on invoices following receipt of goods.

15. Altering Contracts:

No such contract shall be altered except by written agreement (change order) of the contractor, the sureties on his bond and the Town Board of the Town of Oriental.

16. Non-Discrimination Clause:

It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, religion, national origin, or gender with reference to the subject matter of this contract.

Enforcement of this provision, as set out in said ordinances, shall be action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assign, of the parties hereto with reference to the subject matter of this contract.

The Town of Oriental is in compliance with Title VII of the Civil Rights Act of 1964m as amended, and section 122(A) of the State and Local Fiscal Assistance Act of 1972, and hereby issued the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.

17. General Statute 143-129 governs purchasing in the state. Bids are awarded according to its provisions.
18. The General Statutes of the State of North Carolina, the Charter of the Town of Oriental, and Town Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
19. All bids, except those for supplies or materials, shall be accompanied by a certificate showing possession by bidder of Workman's Compensation for their employees.

TERMS AND CONDITIONS

1. DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, the Town of Oriental may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The Town of Oriental reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the Town of Oriental.
2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alterations. The Town of Oriental reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. AVAILABILITY OF FUNDS: Any and payments to the contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
4. TAXES: Any applicable taxes shall be invoices as a separate item. The Town is not exempt from local or North Carolina sales tax.
5. SITUS: The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. INSPECTION AT CONTRACTOR'S SITE: The Town of Oriental reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the Town of Oriental's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. PAYMENT TERMS: Payment terms are Net 30 after receipt of correct invoice or acceptance of goods, whichever is later.
9. AFFIRMATIVE ACTIVE: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. 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.
11. STANDARDS: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or reexamination listing or identification marking of the appropriated safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's Laboratories and / or National Electrical Manufacturers' Association of electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHS), and state and federal requirements relating to clean air, and water pollution.
12. PATENT: The contractor shall hold and save the Town of Oriental, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including used by the government.

13. ADVERTISING: Contractor agrees not to use the existence of this contract, the name of the Town of Oriental as part of any commercial advertisement.
14. ACCESS TO PERSONS AND RECORDS: An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the Town of Oriental in accordance with General Statute 147-64.7.
15. 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 Town of Oriental 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 Town of Oriental to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. INSURANCE:

COVERAGE – During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Worker's Compensation – The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. Commercial General Liability – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of the liability.)
- c. Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. 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 terms of such insurance policies, and all requirements of the insurer under any such insurance policy, except as they may conflict with existing North Carolina laws or this 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.

17. CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, and Return Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated.

RFP #2019-01B

COMPANY NAME _____

18. QUANTITIES (TERM CONTRACT ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

The Town of Oriental's Water Resources, Distribution and Collection Division is seeking formal labor bids for Removal and Replacement of waterline and accompanying valves and hydrants along South Avenue from Vandemere St to Freemason St..

The following bids will be for labor and equipment on the following:

- All the work must be done according to the Town of Oriental's Distribution and Collection Specifications.
- All work assignments must be started within two weeks of work request.
- Contractor will be required to have a port-a-john on site, and clean up any trash at the end of each day.
- Jobs will be paid on a weekly basis, or as submitted, referring to an assigned work order number and account number for each project. Submittal deadline for pay request will be Wednesday by 12:00 P.M. for checks to be issued and mailed by the following Friday.
- Contractor will be responsible for all sewer bypass when replacing/working around sewer lines.
- Contractor will be responsible for reporting all sewer spills to the state, Bay River Metropolitan Sewer Authority and to Town of Oriental Water System ORC.
- Contractor will be responsible for all ULOCO's.
- Contractor will be responsible for all damages to all utilities.
- Bid will be accepted on the lowest overall bid, not on individual items.
- Contractor must be able to respond to any emergency that the Town may have as soon as possible, with a time frame of no longer than 12 hours.
- **Contractor must abide by all OSHA Regulations, D.O.T. Regulations and EEO guidelines at all times.**

Bid the following as each:

WATER	Remove/Replace Installation Unit cost \$
Water Pipe (per foot)	
6"- 8"	
Water Fittings, Bends 22½, 45, 90° , and couplings (each)	
6"- 8"	
Reducers, Based on Larger Side (each)	
6"- 12"	
Valves (each)	
6"-8"	
Hydrant: Complete with either a Tapping sleeve or tee, Gate valve, Pipe and Hydrant (each)	
Water Taps	
¾"- 1" Complete w/Box = Short side	
1½"- 2" Complete w/Box = Short side	
Bore & Jack Casing & Pipe (by pipe size, per foot-to depth not to exceed 8')	
8"	
12"	
16"	
Clearing & Grubbing (per acre)	
Light (grass, shrubs, small trees)	
Heavy (large trees, forested)	
Driveway R/R (per square yard)	
Seeding & Mulching (per acre)	

Roadside	
Yard	
Silt Fence (per linear foot)	
Check Dams (Install & Remove)	
Excelsive Matting (per square yard)	
Rock Removal (Per Yd³)	
Other Services	
Dump truck & driver (per hour); provided by Contractor	
Select Backfill (per yd³); provided by Contractor	
Topsoil (per yd³); provided by Contractor	
Screening (per yd³); provided by Contractor	
#57 stone; provided by Contractor	

TOTAL _____

The successful contractor must submit proof of insurance along with their bid. The Town of Oriental retains the right to terminate the contract at any time for unsatisfactory work performance as determined by the management of the Water System ORC.

Company Name

Company President (Please Print)

Address

Signature

COMPANY NAME _____

EXECUTION OF PROPOSAL

By submitting the proposal, the potential contractor certifies the following:

An authorized representative of the firm signs this proposal.

It can obtain insurance certificates as required within 10 days after notice of award.

The cost and availability of all equipment, materials, supplies associated with performing the services described herein have been determined and include in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror has attended any mandatory conference/site visit and is aware of the prevailing conditions associated with performing these services.

The offeror can and will provide the specified performance bond or alternate performance guarantee.

The potential contractor has read and understands the conditions set forth in the RFP and agrees to them with no exceptions.

The contractor has in effect \$1,000,000.00 in general liability insurance and Workers Compensation of all employees.

Therefore, in compliance with the Request for Proposal, and subject to all conditions here, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services at the cost on the "Cost Proposal" section of this document.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ **TITLE:** _____ **DATE:** _____
(Signature)

(Typed or printed name)

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED!!!**

**ACCEPTANCE OF PROPOSAL
TOWN OF ORIENTAL**

BY: _____ **TITLE:** _____ **DATE:** _____