



CITY OF

ELIZABETH CITY
HARBOR OF HOSPITALITY

Public Works

Request For Proposal 25-0502

*Tree Trimming by Circuit-
Electric Utilities
Department 2025-2026*

*City of Elizabeth City, Department of Public Works
Dwan A. Bell, MPA, Public Utilities Director
410 Pritchard Street, Elizabeth City, NC 27909*

REQUEST FOR PROPOSALS
Tree Trimming by Circuit- Public Utilities Electric Department
May 2, 2025

| | |
|--|--|
| Due Date: and time: | Tuesday, June 17, 2025 2:00 PM Eastern Standard Time |
| RFP Number | 25-0502 |
| Mailing Address | 410 Pritchard Street, Elizabeth City, NC 27909 |
| Delivery Address: | 410 Pritchard Street, Elizabeth City, NC 27909 |
| Point of Contact: E-mail: Phone: | Dwan Bell & Randy Lassiter dbell@elizabethcitync.gov rlassiter@elizabethcitync.gov 252-621-7365 |

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THE PROCUREMENT, PLEASE CONTACT PUBLIC UTILITIES AS SOON AS POSSIBLE

VENDOR NAME: _____

(Please include this cover page in your Proposal.)

Bidder Information Form

“This contract will be considered invalid if this page is not completed in full”

Vendor Name (include d/b/a information if applicable)

Entity Formation (circle applicable): Corporation Limited Liability Company Partnership Sole Proprietorship
Limited Company Limited Partnership

Ownership Category (circle applicable): Non-Minority African American Hispanic Asian/American
Socially & Economically Disadvantaged White Female

Principal Office Address (Per Secretary of State)

City, State & Zip

Email Address

Telephone Number

Federal Tax ID #/Social Security #

General Contractor License # (if applicable)

Print Name & Title of Person Signing on Behalf of Vendor

Vendor's Authorized Signature

* By signing above the vendor acknowledges that terms and conditions associated with this bid have been read and accepted.

* Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it WILL BE REJECTED. Late bids will NOT be accepted.

Iran Divestment Act – All persons, groups, business entities, and government organizations conducting business with the City of Elizabeth City acknowledge and affirm that they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147 Article 6E, Iran Divestment Act Certification.

Offer valid for 60 days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales taxes shall not be included in the bid prices. Sales tax shall be added to vendor's invoice and will be paid to vendor at time of invoice payment.
- Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of Elizabeth City Public Works Department, 410 Pritchard Street, Elizabeth City, NC 27909

The City of Elizabeth City is actively seeking proposals from qualified and experienced Contractor to perform work in the nature of tree pruning, mowing, brush and tree removal, and vegetation control along the CHP electric lines for the City of Elizabeth City.

Sealed proposals will be received until 2:00PM, Tuesday, June 17, 2025, in the City of Elizabeth City Public Utilities' 2nd Floor Meeting Room, located at 410 Pritchard Street, Elizabeth City, NC 27909. Proposals are to be labeled "RFP #25-0502, Tree Trimming by Circuit- Public Utilities Electric Department. Proposers may hand deliver or send their proposals via UPS only to:

City of Elizabeth City
RFP # 25-0502
C/o: Dwan A. Bell, Public Utilities Director
Tree Trimming by Circuit- Public Utilities Electric Department
410 Pritchard Street, Elizabeth City, NC 27909

An electronic copy of the Request for Proposal may be obtained from the City of Elizabeth City located under News and Announcements at https://elizabethcitync.gov/index.asp?SEC=8138F84F-7FF4-46E2-86B6-91D1631C52C1&Type=B_PR. Proposers can download a copy of the solicitation and all addenda.

Questions pertaining to this RFP are due in writing via e-mail by Thursday, June 12, 2025, by 5:00PM to dbell@elizabethcitync.gov and rlassiter@elizabethcitync.gov.

The City reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the City.

The successful proposer shall be required to comply with all applicable equal employment opportunity laws and regulations, and all other applicable governmental laws and regulations as set forth by the City of Elizabeth City and the State of North Carolina.

If you need special accommodations, call 252-621-7365.

In accordance with the Federal "Americans with Disabilities Act" (the Act), the City of Elizabeth City will not discriminate against individuals with disabilities and will not do business with vendors who discriminate against such individuals in violation of the Act. "Equal Opportunity Employer, Male/Female/Handicap"

I. GENERAL INFORMATION:

1. INTRODUCTION:

The City of Elizabeth City's Public Utilities, Electric Department (herein called CHP) is a municipal electric utility. The purpose of this document is to outline requirements for the Contractor selected to perform work in the nature of tree pruning, mowing, brush and tree removal, and vegetation control along the CHP electric lines according to specifications herein and as set forth in the Bid Proposal.

In performing its responsibilities under this Contract, the Contractor will be and will function as an independent, outside Contractor and neither it, its employees, nor its subcontractors, (if any), will be deemed to be employees of the Commission.

2. PROPOSAL SCHEDULE:

This is to provide interested contractors with information about the schedule anticipated by the city. This is an estimate only and may change.

| EVENT | DATE |
|--|------------------------------------|
| RFP Issued | Friday, May 02, 2025 |
| Questions pertaining to RFP Due by | No later than 5PM on June 12, 2025 |
| Responses to questions issued via addendum | Friday, June 13, 2025 |
| RFP Proposal Due Date | Tuesday, June 17, 2025 at 2:00PM |
| Contract Awarded | TBD |

3. PROPOSAL QUESTIONS:

Questions concerning this RFP must be sent to Randy Lassiter, Project Manager no later than 5:00PM, on Thursday, June 12, 2025. Questions must be submitted via email to rlassiter@elizabethcitync.gov

4. PROPOSAL DUE DATE:

Sealed proposals shall be received electronically, mailed via UPS or hand delivered no later than 2:00 PM Eastern Standard Time, on Tuesday, June 17, 2025.

5. PERIOD AND TERMS OF CONTRACTUAL AGREEMENT: The selected contractor(s) will enter into a contract with the city to cover the scope of services outlined in this Request for Proposals. This contract shall run for approximately three (3) years in length beginning July 01, 2025 and ending December 30, 2027. The contract may be extended on a year-to-year basis for up to three (3) additional one-year periods by the mutual agreement of the selected contractor and the City Manager.

6. LATE BIDS:

Any bid proposal received after the proposal due date and time shall not be considered and will be returned unopened.

7. COMPETITIVE SELECTION:

The successful Proposer will be selected on a fair and rational basis, and the evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful bidder. Award of a contract may be made without discussion with the Proposers after responses are received. Proposals should, therefore, be submitted on the favorable terms. The City reserves the right to void the contract if the successful Proposer has not performed within the date specified by the Proposers response.

8. SALES TAX:

Sales Tax shall not be included in any proposed prices. The City of Elizabeth City not tax exempt and will pay sales tax where applicable. Sales tax shall be invoiced as a separate item.

9. MWBE:

Pursuant to General Statute 143-48 and Executive Order #77, the City of Elizabeth City invites and encourages participation in this procurement process by businesses owned by minorities, women, handicapped or disadvantaged persons. Only businesses certified by the NC Historically Underutilized Businesses (HUB) Office shall count toward M/WBE participation. Respondents shall make good faith efforts to contact minority, women, handicapped or disadvantaged- owned businesses to allow each an equal opportunity to participate on any portion of the scope of the work involved. Proposals shall include MWBE information and documentation.

10. CONTRACTS:

It is recognized that the formal basis of any agreement between vendor and user will be a contract to be negotiated between parties rather than a proposal. In submitting proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. Vendors must also be prepared to meet the City's insurance requirements at the time the contract is awarded. Contractors shall be required to sign a City of Elizabeth City contract, a sample of which is included in this RFP.

11. REJECTION OF PROPOSAL:

The City of Elizabeth City reserves the right to reject all Proposals, to waive any informality in proposals received, to accept or reject any or all the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

12. INSURANCE:

The Contractor shall purchase and maintain during the life of this contract comprehensive general liability and other insurance as is appropriate for the work being performed as outlined in the sample contract which is attached for your reference. A Certificate of Insurance will be required at the time of executing the final contract.

13. PAYMENT:

A contract that includes a payment schedule based on tasks, timetables, and percentages of completed work will be developed prior to work commencing with the awarded. The City's payment terms are Invoice NET 30 days.

14. E-VERIFY REQUIREMENTS APPLY TO PUBLIC CONTRACTS:

Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements. We have provided the affidavit which will be included in the bid documents.

15. SUBMITTAL PACKAGE CONTENT AND FORMAT:

Hard copy Proposals should be prepared on two-sided 8-1/2 x 11 paper using minimum 10-point font, placed in a manila envelope with the words, "RFP # 25-0502, Tree Trimming by Circuit- Public Utilities Electric Department", C/o, Dwan A. Bell, Public Utilities Director clearly visible including a copy stored on a USB flash drive. The city will not consider mailed proposals that do not arrive prior to the proposal deadline.

16. SUBMITTAL REQUIREMENTS:

If your company would like to be considered for providing the required services, please email a copy to: rlassiter@elizabethcitync.gov or submit one (1) bound original hard copy plus one (1) USB flash drive Proposal to:

| Mailed: | Hand Delivered: |
|--|--|
| City of Elizabeth City Public Works C/o: Dwan A. Bell, PUD 410 Pritchard Street Elizabeth City, NC 27909 | City of Elizabeth City Public Works C/o: Dwan A. Bell, PUD 410 Pritchard Street Elizabeth City, NC 27909 |

II. **QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

a) Letter of Transmittal

The proposal shall include a cover letter of transmittal attesting to its accuracy. Identify the legal entity that would enter the contract with the City which will include the following:

- Full legal name of vendor
- Address of contractor headquarters
- Address of local office (an office in Elizabeth City area; if not in Elizabeth City, what is the nearest office location?)
- Name and title of the person authorized to enter a contract.

b) **Executive Summary**

Provide a summary of the Proposer's understanding of the Scope of Services presented in this RFP and emphasize any unique aspects or strengths of the Proposal.

c) **Organization and Staffing**

Provide a list identifying the number of personnel and identifying key members, qualifications, etc. available to respond in the event the proposed contract is activated, including subcontractors who would be assigned to this project. For proposed subcontractors, please provide the name of each contractor, the office location, contact name and telephone number, and the services to be provided.

d) **Statement of Work**

The proposer shall submit a Statement of Work to demonstrate competency in performing services as defined in the Solicitation. Include detailed description of the services to be completed along with sufficient information for the City to determine if the proposer meets each requirement.

e) Qualifications and Experience

The Proposer should describe its track record in performing services comparable to those specified in the RFP and other information relevant to deciding as to the ability of the Proposer to perform these services. List at least three (3) references for contracts in the past five (3) years like the scope and size of the project specified herein. Please list North Carolina local government clients. Contractor must be an ISA Certified Arborist or ISA Certified Utility Specialist. Include a copy of the certification with the bid.

f) Conflict of Interest

State any conflicts of interest a contractor or any key individual may have with this service.

3. SELECTION PROCESS:

The City will conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFP. The city will appoint a selection committee to perform the evaluation. Interviews with contractors are not anticipated but may be held at the option of the selection committee. The City reserves the right to obtain clarification of any point in a contractor's/team's Proposal Package or to obtain additional information. All contractors/teams who submit Proposal Packages will be notified of the selection committee's choice. Final approval of any selected contractor/team is subject to the action of the City Council or appropriate City officials.

4. EVALUATION CRITERIA:

Proposals can be submitted electronically to rlassiter@elizabethcitync.gov , or proposals can be submitted with one (1) original hard copy plus one (1) USB flash drive copy in a sealed envelope/package received from each offeror.

Each original shall be signed and dated by an official authorized to bind the contractor. Unsigned proposals will not be considered.

All proposals must be received by the City of Elizabeth City not later than the date and time specified on the cover sheet of this RFP.

At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost. The evaluators will randomly select at least three of the offeror's references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether the offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Awarding a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the City of Elizabeth City.

In addition to any other evaluation criteria identified in the solicitation document, the city will consider the following factors to ensure that any award will be in the best interest of the City of Elizabeth City:

| Evaluation Criteria | Percentage |
|--|-------------------|
| Experience in providing this type of service for this size contract. | 30% |
| Demonstrated ability to meet commitments requested in the RFP | 10% |
| Qualifications of staff to be assigned to this project | 10% |
| Specific plans and methodology for providing the proposed services | 10% |
| References from at least three (3) similar clients | 10% |
| Price | 30% |

5. PUBLIC RECORDS

Upon receipt by the City, your Proposal is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposal Packages will be reviewed by the City's Selection Committee, as well as other City staff and members of the public who submit public record requests. To properly designate material as a trade secret under these circumstances, each contractor must take the following precautions: (a) any trade secrets submitted by a contractor should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Do not designate your proposed pricing as a trade secret.

In submitting a Proposal, each contractor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each contractor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the contractor has designated as a trade secret. Any contractor that designates its entire Proposal as a trade secret may be disqualified from the selection process.

Information in the Request for Proposal responses will not be shared until after award of contract.

6. CONDITIONS AND RESERVATIONS

Upon receipt of this proposal, the City reserves the right to meet with any or all contractors submitting proposals at any time prior to an award to assure that the successful proposal nearly meets all goals and objectives. The right is further reserved to use any or all ideas presented in any response to this Request for Proposals, whether amended or not. Selection or rejection of the proposal does not affect this right. During review and evaluation of proposals, the City further reserves the right to negotiate with the contractor whose proposal most closely meets the City's goals and objectives for this project, to amend that contractor's original proposal by additions or deletions.

7. TERMINATION

The City may terminate this agreement at any time by 30 days' notice in writing from the City to the Contractor. In that event, 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 herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

8. SCOPE OF SERVICES

General Information:

The scope of these specifications is to provide requirements and guidelines for line clearance pruning, removing, or re-clearing trees, brush, pad-mounted equipment, saplings and other vegetation in close proximity to CHP's energized power lines located on public and/or private rights-of-way. Additionally, the scope may include performance of new right-of-way (R/W) clearing for extension of electric service.

The majority of the line miles are accessible by truck or other equipment.

Preconstruction Conference:

Immediately after receipt of notice of award, the Engineer and Contractor shall establish a mutually agreeable date on which the preconstruction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's plans for completing the work and proposed progress schedule shall attend the preconstruction conference.

Liquidated Damages:

Time is an essential element of this contract and delays in completing the work will result in damages to the City due to public inconvenience, obstruction in traffic, interference with business, and increased engineering, inspection and administration costs. In view of the difficulty of making a precise determination of such damages, the City and the Contractor agree that the sum **of five hundred dollars (\$500.00)** per calendar day will be charged against the Contractor for each calendar day that the work remains uncompleted after The 6-month completion period, not as a penalty but as liquidated damages. This sum represents a reasonable estimate of the amount of damages to be suffered by the City each day in the event the work is not completed by the 6-month completion period. By submitting a bid, the bidder acknowledges that the amount set forth above is a reasonable projection of the damages to be suffered by the City in the event of a delay in completion of the work by the date specified, and that the Bidder has considered this liquidated damages provision in preparing his bid.

Working Hours & Locations:

1. Location of all crews will be reported daily to the CHP representative. The moving or quitting early of any crew will also be reported.
2. Crews will start and quit promptly at hours agreed upon by CHP and the Contractor.
 - a. The preferred normal workweek will be between 7:00 a.m. and 4:00 p.m., Monday through Friday during summer (seasonal) hours or 8:00 a.m. and 5:00 p.m. during normal working hours, or as prescribed by the Electric or Public Utilities Director.
 - b. The contractor, in coordination with CHP, will determine the actual work schedule. Changes to an established workweek will be by mutual agreement.
 - c. The contractor shall not work on CHP designated holidays unless otherwise authorized by the Electric Utilities Director or their designee prior to doing so.
3. In the event the Bid Proposal contemplates a variable or indeterminate contract price dependent upon time charges of Contractor devoted to the work, the time of the Contractor's employees will start when they reach the established meeting place to be mutually agreed upon by the Contractor and CHP, and will cease when they return to

the established meeting place, with the usual time off for the noonday meal. An ordinary workweek will consist of forty (40) hours at straight-time rates. Overtime work that does not result in such additional charge may be performed if pre-approved by CHP.

Definition Of Terms:

Whenever the following terms are used in above said specifications, in any of the contract documents, or in the drawings, the intended meaning of such terms shall be as follows:

"Engineer" in which context it shall mean the duly authorized engineer, assistant, or representative acting within the scope of the duties assigned to him or of the authority given him by the City Manager. This may include "Electric or Public Utilities Director" or the designation of staff.

Interpretation of Plans and Specifications:

If any person contemplates submitting a bid for the proposed project and is in doubt as to the true meaning of any part of the Specifications, or other proposed contract documents, he may submit to the Director of Electric Utilities a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Public Utilities or Electric Director will not be responsible for any other explanations or interpretations of the proposed documents.

Payment and Performance Bonds:

The Contractor will execute the payment and performance bonds contained in these contract documents.

Substitute payment and performance bonds will not be considered acceptable and will be rejected.

A corporate surety, legally authorized to do business in the State of North Carolina, shall execute payment and performance bonds required for this project. The corporate surety shall have a rating of B, B+, A-, A or A+ according to the current Best's Insurance Reports for property and casualty insurers. Contractor's liability and property damage insurance required by the contract shall be provided by companies qualified to do business in North Carolina which have a rating of B, B+, A-, A or A+ according to the current Best's Insurance Reports. Rating shall be determined as of the date that contracts are advertised, and then reconfirmed within five (5) days after award notification. NTP is contingent on acceptable reconfirmation. If not re-confirmed within

the prescribed time, the City of Elizabeth City may withdraw intent to award/award notification.

Safety:

1. The line clearance work included under this agreement will be performed in proximity to energized conductors of City of Elizabeth City's electric system. The Contractor will establish and conform to safe work practices, rules, and regulations appropriate for such work.
2. All work procedures and training will comply with all Federal, OSHA (with special attention to Part 1910.266 & 1910.269), ANSI Z-133, and State of North Carolina Safety Standards and requirements.
3. Contractor will be responsible for developing and implementing proper and effective safety techniques and training as regards to its employees with a view to minimizing the possibility of accidents, injuries, or damage to persons or property in connection with the work contemplated hereby.
 - a. It is the responsibility of the Contractor to document instruction and training of his its employees regarding possible hazards involved in working around energized conductors.
 - b. Contractor will forward documentation of crews training prior to the start of the project. A copy of such records must be provided to the Electric Utilities Director before work starts.
 - c. Documentation of the qualifications and experience level of the crew members, the safety record of the contracting firm, and a copy of the contracting firm's safety manual must be submitted with the bid documents.
4. Trees should always be trimmed in a manner as to discourage climbing by children and others, and provide maximum safety against possible wire contact by persons in the tree.
5. Where necessary, the Contractor will install barriers to keep the general public off of the work site.

Traffic Control:

A. Description:

This Section consists of furnishing personnel, materials, erecting, maintaining, and removal of traffic control devices on the project.

B. Construction Requirements:

The Contractor shall furnish, install, maintain, relocate, and remove traffic control devices in accordance with the MUTCD, NCDOT Construction and Maintenance

Operation Supplement to the MUTCD, construction plans, specifications, and directed by the Engineer.

All traffic control devices furnished by the Contractor shall remain the property of the Contractor unless otherwise specified in the contract. The attached unidirectional traffic control detour must be followed during construction. The Contractor must provide ingress and egress to all side streets.

There will be no measurements made for any temporary traffic control device used under this contract. These items shall be considered incidental to the contract. This shall encompass all work covered by this Section, including but not limited to furnishing flaggers, materials, erecting, maintaining, replacing, and removal of traffic control devices.

Maintenance Of Traffic:

The Contractor shall maintain traffic in accordance with Manual for Uniform Traffic Control Devices (MUTCD) and the following provisions:

There will be no direct payment made for the work of furnishing, erecting, operating, maintaining, covering, relocating, and removing any traffic control devices that are required for maintaining traffic as such work shall be considered incidental to the work being paid for under the various pay items included in the contract.

The Contractor shall operate his equipment and conduct his operations in the same direction as the flow of traffic. Portable barricades and a portable flashing light, trailer mounted, with alternate flashing directional arrows will be required at any and all locations. The trailer mounted flashing unit shall be placed at the locations designated by the Engineer.

Equipment Staging and Storage:

The contractor will supply the engineer with a written agreement between the contractor the private property owner stating use of the site and all conditions for restoration of the site after work is completed.

The City will not be involved in any negotiations between the Contractor and private individuals over staging areas. The contractor will restore the area to the owner's satisfaction once the project is complete. The Contractor may be allowed to use City owned parcels of property for staging areas with the approval of the Field Engineer or the departmental designee and the contractor abides by all previous conditions.

Clean-Up:

In order to ensure satisfactory relationships between CHP and its customers and land owners abutting CHP easements, the Contractor will clean up its work areas promptly at the end of each day's work to the extent practicable, and remove and dispose of the vegetation and debris resulting from its work, subject to the specifications outlined in this document and any related bid/contractual documents. The Contractor's employees will be as neat and presentable as the job conditions permit. Crewmembers will wear clothing that is not ragged or overly worn. Shorts and/or sleeveless shirts will not be allowed.

Conduct:

The Contractor and its employees will at all times be responsible for conducting themselves in a courteous, professional, industrious and non-confrontational manner with property owners, customers of the CHP, and public authorities in order not to jeopardize relationships between the CHP and its customers.

Communication With Customers & Property Owners:

All work to be performed on private property will be on utility easements or rights-of-way; however, access to these areas will frequently be across private properties. In the interest of public relations, all line clearance work to be performed on CHP property will be planned by the Electric Utilities Director an appointed coordinator. At least an attempt to notify all property owners will be done prior to any work being done. If special arrangements are made between the property owner and the CHP, details will be included before work starts. The Contractor should not deviate from these directions unless approval is received from the Electric Utilities Director or an appoint designee. If the Contractor is denied access to the property or is unable to perform the work due to actions taken by the property owner, the Public Utilities' or Electric Director or an appoint designee must be notified immediately in writing.

SPECIFICATIONS

TREE TRIMMING / LINE CLEARANCE

The circuit specified below, shall be cleared or trimmed at a distance of ten feet (10') from the nearest outside conductor. This constitutes a trim scenario being defined as 'Trim' which is paid under the Lump Sum (LS) line item on the itemized bid proposal. It doesn't matter the number of power lines or what type. On the CHP system, our system voltage is 7200/12,470V. Any tree under twelve inches in diameter will be considered incidental to the work and will not be paid under any other item. These trees are considered part of the 'trim'. Any other tree greater than twelve inches in diameter will be paid under the following tier:

Trim – Paid by (hourly) – Circuit Trimming of: Trees and Brush are defined as woody stem plant species that are to be trimmed less than eight inches (8") diameter at breast height (DBH). Diameter at breast height (DBH) is defined as 4.5 feet or higher above ground level.

Tree Removal (8" - 12") – Paid by Each (Ea) – Trees that are 8" – 12" diameter at breast height (DBH). Diameter at breast height (DBH) is defined as 4.5 feet above ground level.

Tree Removal (12" - 16") – Paid by Each (Ea) – Trees that are 12" – 16" diameter at breast height (DBH). Diameter at breast height (DBH) is defined as 4.5 feet above ground level.

Tree Removal (16" - 20") – Paid by Each (Ea) – Trees that are 16" – 20" diameter at breast height (DBH). Diameter at breast height (DBH) is defined as 4.5 feet above ground level.

Tree Removal (20" - 24") – Paid by Each (Ea) – Trees that are 20" – 24" diameter at breast height (DBH). Diameter at breast height (DBH) is defined as 4.5 feet above ground level.

Tree Removal (24" or greater) – Paid by Each (Ea) – Trees that are 24" or greater diameter at breast height (DBH). Diameter at breast height (DBH) is defined as 4.5 feet above ground level.

Itemized Bid Proposal

RFP 25-0502

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the City of Elizabeth City.

| <u>Item</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price (\$)</u> | <u>Amount Bid (\$) (Qty x Unit)</u> |
|--------------------|---|------------------------|--------------------|-------------------------------|--|
| Trim | Circuit Trimming (Approx. 186 Miles of OH Primary) | 1 | HR | | |
| Trim | Circuit Trimming (Approx. 48 Miles OH of Secondary) | 1 | HR | | |
| Remove (8"-12") | Tree Removal (8" - 12") | 1 | EA | | |
| Remove (12"-16") | Tree Removal (12" - 16") | 1 | EA | | |
| Remove (16"-20") | Tree Removal (16" - 20") | 1 | EA | | |
| Remove (20"-24") | Tree Removal (20" - 24") | 1 | EA | | |
| Remove (24"+) | Tree Removal (24" or greater) | 1 | EA | | |

TOTAL PROPOSED COST

\$ _____

(Total Proposed Cost in Writing)

The above Total Proposed Cost should be based on being awarded the entire project.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature:

Name

Title

REFERENCES

**Tree Trimming by Circuit- Public Utilities Electric Department.
RFP 25-0502**

1. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Project: _____
Length of Project: _____

2. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Project: _____
Length of Project: _____

3. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Project: _____
Length of Project: _____

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION. The City of Elizabeth City is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of Elizabeth City within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.

Authorized Signature

Printed Name and Title

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF ELIZABETH CITY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

AFFIDAVIT-MINORITY PARTICIPATION

The City of Elizabeth City is committed to providing equal opportunities for participation in all aspects of the City of Elizabeth City contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of Elizabeth City. The City actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

(NOTE: THIS FORM IS TO BE SUBMITTED WITH THE BID PROPOSAL)

Portion of the Work to be performed by Minority Firms

_____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.

Attach additional sheets if required

| Name and Phone Number | Minority Category | HUB Certified (Y/N) | Work Description | Dollar Value |
|-----------------------|-------------------|---------------------|------------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D), Employee Stock Ownership Plan (ESOP)

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

City of Elizabeth City
BID NUMBER: 25-0502

PAYMENT BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Project Number: _____ County: _____

Bond Amount: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety named above, are held and firmly bound unto the City of Elizabeth City the penal sum of the amount stated above for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the City of _____ identified by the Project Number set forth above, and hereto attached:
Elizabeth City

NOW, THEREFORE, if the Principal promptly makes payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect;

This payment bond is provided pursuant to and governed by Article 3 of Chapter 44A of the North Carolina General Statutes, N.C. Gen. Stat. §§44A-25 et seq., including but not limited to the statutory provisions regarding claims on this payment bond.

IN WITNESS WHEREOF, the Principal and Surety have caused this instrument to be executed under their several seals on the dates indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SURETY

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

Date: _____

PRINCIPAL

By: _____

Printed Name: _____

Title: _____

Date: _____

(Corporate Seal)

CITY OF ELIZABETH CITY
BID NUMBER: 25-0502

PERFORMANCE BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Project Number: _____ County: _____

Bond Amount: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety named above, are held and firmly bound unto the City of Elizabeth City in the penal sum of the amount stated above for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the City of _____ identified by the Project Number set forth above, and hereto attached:
Elizabeth City

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreement of said contract during the original term of said contract and any extensions thereof that may be granted by the City of High, with our without notice the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreement of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligations to be void; otherwise to remain in full force and virtue.

This performance bond is provided pursuant to and governed by Article 3 of Chapter 44A of the North Carolina General Statutes, N.C. Gen. Stat. §§44A-25 et seq., including but not limited to the statutory provisions regarding claims on this performance bond.

IN WITNESS WHEREOF, the Principal and Surety have caused this instrument to be executed under their several seals on the dates indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SURETY

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

Date: _____

PRINCIPAL

By: _____

Printed Name: _____

Title: _____

Date: _____

(Corporate Seal)

INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of Elizabeth City. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid.

The attachment of any additional terms and conditions by any vendor or bidder is expressly rejected here and shall not be incorporated into the bid. Attachment of any additional terms and conditions may be grounds for rejection of the bid by the City.

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein. Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

MAKE AND MODEL: Indicate manufacturers' name and model number of item(s) offered in the spaces provided. The purpose of these specifications is to identify and establish general quality level desired. Any references to brand names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. **Complete descriptive literature and manufacturer's specifications shall be included in the bid.**

WARRANTY: Equipment shall be new and shall be guaranteed against defect in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of Elizabeth City. **Warranty service shall be available on site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of Elizabeth City or its representative.

INSTRUCTION BOOK: The vendor shall furnish a booklet or pamphlet giving complete instructions for the operation, lubrication, adjustment, and care of the equipment.

TRAINING: Quoted price to include comprehensive training for technicians and operators. All training and materials shall be provided by successful bidder at no additional cost to the City of Elizabeth City. Training shall include troubleshooting and proper operation of all equipment.

SAFETY: The successful bidder shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the successful bidder which is responsible for same. Barriers shall be provided by the successful bidder when work is performed in areas traversed by persons or when deemed necessary by the City.

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

EQUIPMENT AND ACCESSORIES: All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

SERVICE UPON DELIVERY: Equipment shall be complete, serviced and ready for operation. The City will only accept and approve for payment equipment that is complete in every respect and ready for operation.

STANDARD PRODUCTION MODEL: It is a requirement that the equipment herein requested be the “standard production model of the latest design”. To meet this requirement, the equipment offered shall be new and the latest production model as represented in the manufacturer’s current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

CLEAN UP: Upon completion of the equipment delivery, the bidder shall remove and properly dispose of all packaging waste and debris from the user’s site. The bidder shall be responsible for leaving the delivery areas clean and ready to use.

The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete system with all standard equipment of the manufacturer’s latest model in current production. The bidder shall represent by their bid that all equipment to be furnished shall be new and unused. The unit, as specified, shall be completely assembled and adjusted and all equipment, standard and optional will be installed and ready for use. The following specifications are the minimum acceptable specifications and failure to comply may be used as basis for rejection of bid. If the equipment offered differs from the provisions contained herein, these differences must be explained in detail. Bidder must include copy of printed manufacturer’s specification sheet with bid.

INSURANCE: Successful bidder shall be required to provide insurance as required in Section 17 of the General Terms and Conditions.

SPECIFICATIONS: Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

BID EVALUATION: The City of Elizabeth City reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of Elizabeth City reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of Elizabeth City to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of Elizabeth City will not be bound by oral discussions during evaluation process. The Public Utilities Director should approve all contact regarding this award.

CANCELLATION: The City of Elizabeth City may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation. **SERVICE:** Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of Elizabeth City reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

BID RESULTS: For bid results email the Public Utilities Project Manager rlassiter@elizabethcitync.gov NO EARLIER than TWO DAYS following the bid close date.

* * * THE CITY OF ELIZABETH CITY WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS INVITATION FOR BID***

QUESTIONS: Questions regarding the specifications on this bid should be referred to rlassiter@elizabethcitync.gov.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American Indian)

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of Elizabeth City reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

3. **TAXES**: No taxes shall be included in any bid prices.

a. **FEDERAL**: Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER**: Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENTS**: Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATION**: Must be given to the City of Elizabeth City Public Utilities or Electric Director, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' **official notice or other evidence that the change is general in nature**.

b. **DECREASES**: The City of Elizabeth City shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of Elizabeth City reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of Elizabeth City shall occur not later than 15 days after receipt and review by the City of Elizabeth City of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of Elizabeth City which:

1. Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of Elizabeth City to evaluate the request for increase;

d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract price in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS**: Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of Elizabeth City is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION**: The successful bidder 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 discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **PERFORMANCE BOND AND DEFAULT**: The City of Elizabeth City reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of Elizabeth City.

9. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of Elizabeth City property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

10. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s). The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

11. **SAFETY 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 re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910. Construction bidders must comply with North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention** Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection** Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training** Provide education and training to all bidders' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE**: Bidders are to furnish all information requested and, in the spaces, provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered.

Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest, responsible responsive and best bid most advantageous to the City of Elizabeth City as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of Elizabeth City to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of Elizabeth City Public Utilities Department at once, indicating in his letter the specific regulation which required such alterations. The City of Elizabeth City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of Elizabeth City invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped. Only businesses certified by the NC Historically Underutilized Business (HUB) Office shall count toward MWBE participation. Respondents shall make good faith efforts to contact minority, women, handicapped or disadvantaged-owned businesses to allow each an equal opportunity to participate in any portion of the scope of the particular work involved. Bids shall include MWBE information and documentation.

17. **INSURANCE:**

COVERAGE - During the term of the contract, the bidder 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 bidder shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The bidder 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 \$500,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder 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 \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of 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 \$1,000,000.00 bodily injury and property damage; \$100,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder 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 bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of Elizabeth City Public Utilities Department.

18. **PATENTS AND COPYRIGHTS:** The Bidder shall hold and save the City of Elizabeth City, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government. Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of Elizabeth City and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition. In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. **PATENT AND COPYRIGHT INDEMNITY:** BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. **ADVERTISING:** Bidder agrees not to use the existence of this contract or the name of the City of Elizabeth City as a part of any commercial advertising without prior approval of the City of Elizabeth City Public Utilities Department.

21. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and

conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of Elizabeth City will consider keeping trade secrets which the bidder does not wish to be DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. **ASSIGNMENT**: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of Elizabeth City Public Utilities Department, solely as a convenience to the bidder, the City of Elizabeth City may: a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check. In no event shall such approval and action obligate the City of Elizabeth City to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS**: The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

25. **INSPECTION AT BIDDER'S SITE**: The City of Elizabeth City reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of Elizabeth City'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.

26. **AVAILABILITY OF FUNDS**: Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

27. **GOVERNING LAWS**: All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

28. **ADMINISTRATIVE CODE**: Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

29. **EXECUTION**: Failure to sign under EXECUTION section will render bid invalid.

30. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of Elizabeth City General Contract Terms and Conditions, and (4) City of Elizabeth City Bid Terms and Conditions.

31. **CLARIFICATIONS/INTERPRETATIONS**: Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of Elizabeth City Public Utilities Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

32. **SITUS**: The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.