Invitation for Bid
Coley Road Lift Station Rehab

City Of Salisbury
Purchasing Department
132 N. Main Street
Salisbury, NC 28144
Phone: 704-638-5305 Fax: 704-638-8430
Gayla H Long, Purchasing Coordinator
glong@salisburync.gov

FORMAL BID NUMBER: 009-2021	**DATE: 10/13/2020**
BIDS DUE NO LATER THAN 2:00 P.M. Wednesday, October 21, 2020	
BUYER: Gayla H Long, Purchasing Coordinator **glong@salisburync.gov** **TELEPHONE: (704) 638-5305**	**Bid price shall be FOB Destination and include delivery to**: Coley Road Lift Station
INTERNET ADDRESS: http://www.salisburync.gov	

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received at Salisbury-Rowan Utilities, 1 Water St, Salisbury, NC 28144 until **2:00 P.M. Wednesday, October 21, 2020**. This bid is in the formal range and will have a public bid opening.

Bids submitted via email or facsimile (FAX) machine in response to this Invitation for Bids **will not** be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54). **Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

Company Name	**Signature**
Address	**Above (typed or printed)**
City **State** **Zip**	**Date**
E-mail	**Telephone** **Fax**

☐ **By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.**

Offer valid for 60 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 2).
Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders, Item 13).

MAILING INSTRUCTIONS: Mail two copies of bid per envelope. Address envelope and insert bid number as shown below: It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
Salisbury-Rowan Utilities Bid #009-2021 Coley Rd Rehab 1 Water St Salisbury, NC 28144	Salisbury-Rowan Utilities Bid #009-2021 Coley Rd Rehab 1 Water St Salisbury, NC 28144

TABULATIONS: Verbal tabulations of open market bids and award information can be obtained by contacting the Purchasing Department.

TRANSPORTATION CHARGES: FOB DESTINATION WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE UNLESS STATED OTHERWISE IN BID.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest responsive, responsible bidder(s), considering quality, performance, and the time specified for performance.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

SCOPE: It is the intent of this Invitation for Bids to establish a vendor to provide replacement of two (2) discharge elbows at the Coley Rd Lift Station for the City of Salisbury.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: DO include sales tax in bid amount.

PROPOSAL SUBMISSION: Proposals shall be submitted on the forms of proposal attached hereto. All requested information shall be provided.

SECTION I: GENERAL 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 Salisbury. 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 other terms and conditions may be grounds for rejection.**

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.

BID EVALUATION: The City of Salisbury reserves the right to reject any and all bids on the basis of the function, compatibility with user requirements, as well as cost. The City of Salisbury 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 Salisbury 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 Salisbury will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of Salisbury 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.

SAFETY: See attached General Terms & Conditions #10.

BID RESULTS: For bid results call (704) 638-5305 or email glong@salisburync.gov.

****THE CITY OF SALISBURY WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR BID.****

QUESTIONS: Questions regarding the specifications on this bid should be referred to the Purchasing Coordinator – glong@salisburync.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)

SECTION II: GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of Salisbury 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 an error occurs in the unit price or extended price then unit price will prevail.

2. **TIME FOR CONSIDERATIO**N: 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**: All sales 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 import or personal property taxes.

4. **PRICE ADJUSTMENT**S: 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. **NOTIFICATIO**N: Must be given to the City of Salisbury Purchasing Department, 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 Salisbury 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 Salisbury reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of Salisbury shall occur not later than 15 days after receipt and review by the City of Salisbury of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of Salisbury which:

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

d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices 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 Salisbury 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. **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 Salisbury 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.

9. **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.

10. **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.

11. **INFORMATION AND DESCRIPTIVE LITERATUR**E: 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.

12. **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.

13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of Salisbury 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 Salisbury to be pertinent or peculiar to the purchase in question.

14. **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 Salisbury Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of Salisbury reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

15. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of Salisbury invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

16. **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 $1,000,000.00 for bodily injury per accident. This insurance shall cover 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. General Liability - General Liability Coverage with minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence 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.

Purchasing Coordinator reserves the right to waive any one or all of these minimum requirements.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. Once the bid is awarded, the bidder shall furnish the City with certificates of insurance and with original endorsements. 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 Salisbury Purchasing Department.

17. **PATENTS AND COPYRIGHTS**: The Bidder shall hold and save the City of Salisbury, 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 Salisbury 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.

18. **ADVERTISING**: Bidder agrees not to use the existence of this contract or the name of the City of Salisbury as a part of any commercial advertising without prior approval of the City of Salisbury Purchasing Department.

19. **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.

20. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of Salisbury will consider keeping trade secrets which the bidder does not wish 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.

21. **ASSIGNMENT:** No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted.

22. **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.

23. **INSPECTION AT BIDDER'S SITE:** The City of Salisbury 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 Salisbury'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.

24. **AVAILABILITY OF FUNDS**: Any and all payments of compensation of this specific transaction, it's 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.

25. **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.

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

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

28. **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 Salisbury General Contract Terms and Conditions, and (4) City of Salisbury Bid Terms and Conditions.

29. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Salisbury Purchasing Department. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of Salisbury Purchasing 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.

30. **E-VERIFY COMPLIANCE**: By bidding the vendor understands that e-verify is a federal program operated by the US Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, the vendor confirms that they are aware of and in compliance with the requirements of e-verify and article 2 of chapter 64 of the NC General Statutes, which requires that the vendor participate in e-verify if it has at least 25 qualified employees.

31. **PURCHASING MANUAL**: Bidder is aware that the City has a Purchasing Manual that is available upon request.

SECTION III: Specifications

The City of Salisbury is requesting quotes for the replacement of two (2) discharge elbows. Each elbow is on a 125 HP Fairbanks-Morse submersible pump.

Motor information:

- Make – U.S. Electrical Motor
- 125 HP
- Frame – 360T
- Volts – 460
- Type – LK
- Serial Number – K4B1-073886-0
- Identification Number – U125D2364D1X 1131 A

Repair to the lift station must include:

- Provide by-pass pumping (900GPM@240' head)
- Take out and dispose of the old discharge elbows, guide rails and brackets
- Install new "MV" style base elbows
- Install new 2" SS guide rails
- Cut concrete top for larger hatch, remove and dispose of the existing hatch
- Install aluminum double door hatch
- Install new SS guide rail brackets
- Remove old volutes and impellers
- Install new impellers and "MV" style volutes
- Provide a new impeller and "MV" style volute for the spare pump
- Start up and test run

Subtotal _____

Taxes _____

Base Total _____

Bid Alternate:

Interior wet well surface coating with a multi-coat, ultra-high build hydrogen sulfide corrosion resistant liner free of pinholes. Surface shall be prepared and product installed per manufacture's written instructions. The prime/build back to be minimum thickness with a finish of 15mil or approved equivalent.

Subtotal _____

Taxes _____

Alt Total _____

Bid Total (Base + Alt) _____