

DARSWEIL L. ROGERS, COMMISSIONER
WADE R. FOWLER, JR., COMMISSIONER
EVELYN O. SHAW, COMMISSIONER
D. RALPH HUFF, III, COMMISSIONER
ELAINA L. BALL, CEO/GENERAL MANAGER



FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

July 15, 2021

MEMO TO: Prospective Bidders

FROM: Shelby Lesane, Procurement Advisor

SUBJECT: Invitation to Bid: July 28, 2021 3:00 p.m.

Pursuant to N.C.G.S. 143-129, Fayetteville Public Works Commission, is seeking competitive bids for purchase of:

PWC2122007

ONE (1) 19,000 GVW CAB & CHASSIS WITH FLATBED & VALVE UNIT

Please find attached the Instructions to Bidders, Specifications and Bid Proposal forms. Please submit your bid on the form provided herein, or an exact copy thereof, and return one copy of the entire bid packet along with any descriptive literature covering the equipment you are bidding.

Bids may be sent via US Mail to Fayetteville, Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, P.O. Box 1089, Fayetteville, NC 28302, or may be delivered in person or by express mail to Fayetteville, Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, 955 Old Wilmington Road, Fayetteville NC 28301.

Should you have any questions please contact the PWC Procurement Department by phone at (910) 624-6928, by e-mail to shelby.lesane@faypwc.com.

Very truly yours,

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley
Procurement Manager

NOTICE

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the Fayetteville Public Works Commission, until **3:00 p.m., July 28, 2021**. Bids will be publicly opened and read aloud outside of the PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, by the entrance doors at which time they will be publicly opened and read for the purchase of the following:

PWC2122007

ONE (1) 19,000 GVW CAB & CHASSIS WITH FLATBED & VALVE UNIT

Specifications and bid documents may be obtained in the Procurement Office of the Fayetteville Public Works Commission, 1st floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to shelby.lesane@faypwc.com.

The bid will be awarded to the lowest responsive, responsible bidder, taking into consideration equipment quality, delivery time to PWC for the completed unit(s), and conformity with the set of specifications in the bid. The right is reserved to reject any or all bids and to waive any and all informalities.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley
Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION
INSTRUCTIONS TO BIDDERS**

PWC2122007

ONE (1) 19,000 GVW CAB & CHASIS WITH FLATBED & VALVE UNIT

1. Bids shall be received no later than **3:00 p.m., July 28, 2021.** at which time they will be publicly opened and read aloud outside of the PWC Administrative Building, 955 Old Wilmington Road, Fayetteville, North Carolina, by the entrance doors. Late bids will not be considered and will be returned to the Bidder unopened.
2. Bids will be examined promptly after opening and an award will be made at the earliest possible date. Bids must be held firm for acceptance by the Fayetteville Public Works Commission (PWC) for a period of sixty (60) days after bid opening date.
3. Submit bids only on the bid proposal form(s) provided herein, or exact copies thereof.
4. PWC reserves the right to award contract in the best interest of the Commission. The Fayetteville Public Works Commission also reserves the right to reject any or all bids and to waive all informalities concerning bid.
5. Bid shall be submitted in a sealed opaque envelope showing the bid title, date and time of opening on the front of the envelope. Bids may be sent via US Mail to Fayetteville Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, P.O. Box 1089, Fayetteville, NC 28302, or may be delivered in person or by express mail to Fayetteville Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, 955 Old Wilmington Road, Fayetteville, NC 28301.
6. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
7. **Alternate Bids:** Do not submit alternate bids unless specifically called for on the bid proposal form.
8. It is the intent of the specifications included herein to represent the minimum requirements of the equipment to be purchased. All parts not specifically mentioned, which are necessary for the operation of the equipment, shall be furnished by the successful bidder. All equipment provided shall meet the requirements of OSHA, State and Federal laws.
9. Reference to specific manufacturers/parts is also intended to represent the minimum requirements of the equipment. Bidders may submit bids for equipment that is "equal" to the specified manufacturer's equipment. The Fayetteville Public Works Commission reserves the right to review the proposed equipment and adjudge whether it is equal to the equipment specified. The Fayetteville Public Works Commission reserves the right to

accept or reject any proposed equipment. All exceptions and variations from the technical specifications shall be clearly noted on the attached Exceptions/Variations form.

10. Delivery shall be F.O.B. Fayetteville Public Works Commission Fleet Maintenance Facility, 1093 Public Works Drive, Fayetteville, NC 28301.
11. Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made approximately thirty days (30), after same has been delivered, inspected, and approved.
12. All questions regarding this Invitation to Bid shall be submitted in writing to Shelby Lesane, Procurement Advisor, by fax at (910) 483-1429 or e-mail to shelby.lesane@faypwc.com, no later than **5:00 p.m., July 22, 2021**.
13. Bidders are expressly prohibited from contacting any PWC official or employee associated with this Invitation to Bid, **except as noted above**. Violation of this prohibition is grounds for the immediate disqualification of the bidder.
14. All changes and clarifications to the specifications and bid documents will be issued in writing in the form of an addendum. No verbal changes or clarifications will be binding upon the PWC.
15. PWC reserves the right to contract with the successful bidder for the purchase of additional units for a period of up to three (3) years from the original bid award date, if agreed upon by both parties. Prices stated herein shall be firm for the initial one (1) year period. In the event contract is extended for an additional period, vendor may request an adjustment in price based on the Consumer Price Index for new vehicles as published by the U.S. Bureau of Labor Statistics. PWC reserves the right to accept or reject any requested price adjustment.
16. PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include, but is not limited to, financial statements, reference list showing companies currently utilizing the proposed equipment, etc.

17. **INSURANCE**

Provide shall maintain during the provision of Services and for at least three (3) years thereafter (collectively, the “coverage period”) the following insurance coverages, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best’s Key Rating Guide or otherwise approved in writing by PWC: (a) Commercial general liability insurance with combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operation and Products Liability; (b) worker’s compensation insurance as required by state law; and (c) automobile liability insurance with limits not less than \$100,000 each person and \$300,000 each accident for bodily injury and property damage.

Prior to initiating the Services, Provider shall deliver certificates of insurance confirming each

such coverage, and Provider shall direct its insurers to provide to PWC annually certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an “occurrence” basis. Upon PWC’s request, Provider shall give prompt written notice to PWC any and all claims made against the professional liability errors and omissions or malpractice insurance policy during the coverage period. Provider shall not reduce or allow the required insurance coverages to lapse without PWC’s prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of the policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums any part thereof, or should Provider fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment form and sums that may be due or become due to Provider, or to seek reimbursement for said payment from Provider. Any such sums paid by PWC shall be due and payable immediately by Provider upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Provider’s responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Provider’s obligation to maintain insurance for three (3) years after completions of the Services shall survive the termination of this Agreement.

Laws and Regulations

A. Vendor shall give all notices and comply with all Laws and Regulations applicable to the performance of the work. Except were otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Vendor’s compliance with any Laws or Regulations.

Safety and Protection

- A. Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- a. All persons on the site or who may be affected by the work/deliverables; and
 - b. All the work/deliverables and materials and equipment to be incorporated therein.
- B. The vendor shall comply with Owner’s Safety Manual, Latest Edition and all applicable State and Federal Laws and Regulations relating to the safety and protection of person or property, from damage, injury, or loss. Where conflicts arise between owner and other regulations, the more stringent shall apply. A copy of the Owner’s Safety Manual will be made available to the vendor. Any interpretation and enforcement made by the owner shall be binding upon the vendor. While on PWC property, if the vendor’s personnel are observed creating a hazardous environment, corrective action shall be initiated immediately to reduce the possibility of injury. Corrective action by the owner will consist of advising the vendor of compliance. Inspection by the owner shall not constitute an acceptance of the vendor’s practices, methods, techniques, procedures, nor release the vendor of the responsibility for the safety while on PWC Property.

18. COVID – 19

As North Carolina and the nation continues to deal with COVID 19 pandemic, we must all take necessary steps to ensure the health and safety of employees, coworkers, family, friends, associates and people that we come in contact with on a daily basis. At PWC we implemented measures including requiring our employees to conduct temperature and wellness checks, wear a face covering or mask, whenever possible, maintain proper distancing (minimum of 6 feet) and take other actions such as washing their hands, using approved sanitizer and wiping down surfaces, especially commonly shared equipment or tools. This applies to employees working in our facilities, working in public or at field sites. For firms who are under contract with PWC or working under purchase orders, those firms are expected to comply with all OSHA/EPA guidelines, CDC recommendations including and applicable North Carolina Executive Orders regarding the performance of work under COVID 19 conditions. Examples of such guidance can be found at the following:

OSHA COVID-19 Overview

<https://www.osha.gov/SLTC/covid-19/>

OSHA COVID-19 – Control and Prevention / Construction Work

<https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson>

<https://www.osha.gov/Publications/OSHA4000.pdf>

<https://www.osha.gov/Publications/OSHA4000.pdf>

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North Carolina COVID-19 Executive Orders

<https://www.nc.gov/covid-19/covid-19-executive-orders>

Center for Disease Control

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Implementing Safety Practices for Critical Infrastructure Workers

<https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementingsafety-practices.html>

Essential Staff- Do's & Don'ts

https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-CriticalWorkers_Dosand-Donts.pdf

NC Department of Health and Human Services

<https://covid19.ncdhhs.gov/>

Cumberland County Health Department

<https://www.co.cumberland.nc.us/departments/public-health-group/public-health>

Department of Homeland Security

<https://www.ready.gov/pandemic>

Cape Fear Valley- What to do if you have COVID symptoms

https://www.youtube.com/watch?time_continue=1&v=tD0D7Apa_vw&feature=emb_logo

FAYPWC COVID Response

<https://www.faypwc.com/covid-19-update/>

Small Business Administration

<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>

19. Indemnification

Vendor shall indemnify and hold harmless PWC and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fee arising out of resulting from the performance of the work, caused by any act or omission of the vendor, and subcontractor, and anyone for whose acts any of them may be liable. In case of concurring fault, each party shall bear his share of the loss.

In any and all claims against PWC or any of its agents or employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefits acts.

20. E-VERIFY

Vendor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Vendor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and 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).

Vendor hereby pledges, attests, and warrants through execution of this Agreement that vendor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any subcontractors currently employed by or subsequently hired by vendor shall comply with any all E-verify requirements. Failure to comply with the above requirement shall be considered a breach of this Agreement.

21. EQUAL OPPORTUNITY

The PWC has an Equal opportunity purchasing policy. The PWC seeks to ensure that all segment of the business community have access to supplying the goods and services needed by PWC programs. The PWC affirmatively works to encourage utilization of small and minority business enterprises in our procurement activities. The PWC provides opportunities for all businesses and does not discriminate against any Service Provider regardless of race, color, religion, age, sex national origin or disability.

22. IRAN DIVESTMENT ACT

As mandated by N.C.G.S. 143C-6A-5(a), Vendor hereby certifies that it is notlisted on the Final Divestment List created by the North Carolina State Treasurer pursuantto N.C.G.S. 143C-6A-4. Vendor further certifies that in accordance with N.C.G.S. 143C-6A-5(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Vendor certifies that the signatory to this Purchase Order authorized by the Vendor to make the foregoing statement

23. ASSIGNMENT

The vendor may not assign this agreement or any of its right, duties or obligations hereunder, or subcontractor any of the services to performed hereunder, without the prior written consent of the PWC.

**19,500 GVW CAB AND CHASSIS
WITH FLATBED AND
VALVE UNIT**

GENERAL:

It is the intent of these specifications, to secure for the Public Works Commission, (1) new 19,500 GVWR cab and chassis, with flatbed of the latest design, current production model with all standard equipment listed in the manufacture's literature. Specifications for this unit are enclosed herein and should be considered to be minimum requirements. All parts not specifically mentioned which are necessary in operations shall be furnished by the successful bidder. All equipment provided shall meet the requirements of OSHA, State and Federal Laws.

It will be the bidder's responsibility to carefully examine each item of this specification. Failure to respond to each section of the technical specification will cause the proposal to be rejected without review, as "non-responsive". A check mark in the blank immediately preceding each number shall indicate minimum requirements are met. All exceptions and variations must be clearly noted on the attached Exception / Variation form. This form must be signed and returned with the bid package. Failure to clearly identify all exceptions or variations, as determined by and at the discretion of the Public Works Commission may be cause for rejection of the bid.

Bid will be awarded on the basis of price, equipment quality, and conformity with this set of specifications. The Public Works Commission reserves the right to reject any or all bids and to waive all informalities.

DELIVERY:

The completed vehicle shall be delivered by the successful bidder to:
Public Works Commission, Fleet Maintenance Department
1093 Public Works Drive
Fayetteville, North Carolina 28301.

CAB AND CHASSIS

1. ___ Exterior color white and interior color to be grey.
2. ___ Extended Cab, 19,500 GVW chassis with 60" CA, equivalent to the Ford F-550.
3. ___ Tow hooks front (2) frame mounted.
4. ___ Unit to be 4X4.
5. ___ Trailer tow mirrors.
6. ___ Cab steps.

7. ___ Integrated trailer brake control.
8. ___ Power windows and locks.
9. ___ Up fitter switches.
10. ___ V-8, 7.3L Gasoline engine.
11. ___ Dual 750CCA batteries.
12. ___ Alternator 240 amp.
13. ___ 10 Speed automatic transmission.
14. ___ Heater and air conditioning factory installed.
15. ___ Limited slip rear axle.
16. ___ Unit to have dual rear wheels.
17. ___ Goodyear all terrain tires.
18. ___ AM/FM radio with Bluetooth.
19. ___ 3 Keys.
20. ___ Backup camera system.

BODY

21. ___ 10' Flatbed, with 24" underbody storage boxes, one each side of body at the front.
Body to have stake pockets, both sides and full width headboard, same height as cab.
22. ___ Pull out access step, mounted behind curbside underbody toolbox, with handles for 3 points of contact.
23. ___ Chock block holder, front and rear of tire on same side. Mount on drivers' side if possible.

24. ___ Six (6) Amber LED, Whelen ION T Super LED's, (2) strobe lights to be mounted at rear top of body (2) strobe lights mounted on front bumper and (2) mounted, one each side of body above the rear wheels. (Do not install in the lights)
25. ___ Step rear bumper with 18" steps each side and opening in middle, to allow clearance for dumping.
26. ___ Step bumper to have anti-skid on step surface.
27. ___ Unit to have a Class IV receiver hitch.
28. ___ 6 Wire trailer plug with center post hot and the factory 7-way RV style trailer plug.
29. ___ Unit to have a backup alarm.
30. ___ Unit to have a backup camera, flush mounted.
31. ___ Install the Wachs, Standard LX self-contained Valve Maintenance Skid with the Diesel engine option.
32. ___ Include the Trimble R2 (GNSS) GPS with the HC-100 handheld controller.
33. ___ Option the cost for providing an Orange Permanent license plate at the time of delivery, separate from the bid price of the unit. Highway Tax \$_____ Tag \$_____ Administrative Fee \$_____. The MVR619, Company DMV number and General Statutes documents will be provided at the time of the reception of the PO.

Cab and chassis must be titled to:

Public Works Commission of the City Of Fayetteville

1093 Public Woks Drive (P O Drawer 1089),

Fayetteville, North Carolina, 28301.

FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA

	PRICE
ONE (1) 19,000 GVW AB & CHASSIS WITH FLATBED & VALVE UNIT PER PWC SPECIFICATIONS	\$ _____
OPTION COST FOR LICENSING OF VEHICLE	
HIGHWAY USE TAX	\$ _____
TAG	\$ _____
ADMINISTRATIVE FEE	\$ _____
TOTAL COST	\$ _____

**Do not include sales tax in price of units.*

Manufacturer/Model _____

Delivery Time for Completed Units to PWC _____

Note: Units to be delivered F.O.B. Public Works Commission, Fleet Maintenance Facility, 1093 Public Works Drive, Fayetteville, North Carolina 28301.

BIDDER INFORMATION

Name of Company _____

Address _____

Phone No. _____ Fax No. _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise Yes No

Bid Submitted By: _____

(Name Printed Out)

(Signature)

Title: _____

Date: _____