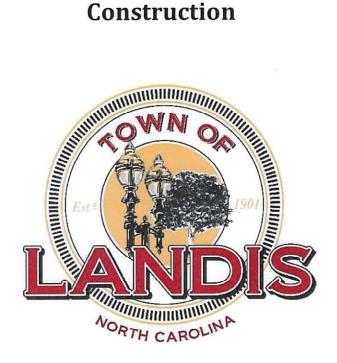


REQUEST FOR PROPOSALS (RFP)

Four Drum Puller for Power Line Construction



Town of Landis, North Carolina

Issued: March 13, 2025

Response Due: March 25, 2025

PROPOSAL ATTACHMENTS

1-Four Drum Puller

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of materials and services as described within this Request for Proposal document:

Business Name _	TSE International, Inc.	_
Representative N	John Martin / General Sales Manager reveport-Blanchard Hwy., Shreveport, LA 71107	_
Office Phone (3)	18)929-2368 Cell Phone ttps://TSE-International.com	_

Material Costs	Labor Costs	Other / Note	

Total Cost	\$161,118.00
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Payment will be made to the contractor within 30 days upon receiving materials and the monthly invoice. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature Date 3/21/25

Proposal References

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name_	Central Virginia COOP		
Centra	l Virginia Electric Coop, 800 Cooper	ative Wa	y Arrington, VA 22922
Contact Name	Jay Palmer	_ Phone_	434-981-6984
	nshipCustomer		
Business Name_	Hopkinsville Water Environme	ntal Auth	ority
	ast 9th Street, Hopkinsville, KY 4224		
	Joey Renshaw	_Phone_	270-887-2782
	nshipCustomer		
Business Name_	Jackson Energy Authority		
Address351 N	Martin Luther King Jr, Dr., Jackson,	ΓN 38301	
Contact Name	Charlie Jones	_Phone_	731-988-8512
Business Relation	Customer		

Proposal Company Narrative

Company Name	TSE International, Inc.			
Number of Employ	vees50-100	Years of Operation _	44 Years	
Current Clients	ower Colorado River Au	thority, Alabama Pow	er, Pike , Salt Rive	r Project —
	ief narrative in the spac hat may assist us in cho		-	 rmation

TSE has been successfully designing and manufacturing tension stringing equipment for over 44 years and our equipment is in use worldwide. Our extensive product line provides electric utilities with a wide range of solutions for both aerial and underground projects in electric transmission and communications. TSE specializes in customizing our product line to suit the unique requirements of individual customers throughout the industry.

Property/Liability and Worker's Compensation Certification

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.
- I hereby certify that I have and will maintain in full force and effect a policy of Workers Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Compan	y Name <u>Arthu</u>	r J. Gallagher Rish Management Services, LLC
Agent's Name, Add	ress, Telephone_	Lauren McWilliams, 470 Ashley Ridge Boulevard,
		Shreveport, LA 71106, (318)629-8104
Policy Number TE	B1-B71-171154-01	4 Effective Date 6/30/2024 - 6/30/202

Proposal Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individ	dual Name	
Official Address_	5301 Shreveport-Blanchard Hwy., Shreveport, LA 71107	
Signature & Title_	The GENERAL Sales	Marager

Date 3/21/25

Certification Regarding Lobbying

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(l)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each
such expenditure or failure
Signature of Firm's Authorized Official
Name and Title of Firm's Authorized Official Josh WARTN LEW ONLY SALES WER.
Date
Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.
Intent to Perform as a Minority Business Enterprise Firm or Sub-firm
All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.
Firm is proposed as: Prime firm Sub-firm
Is the firm a NC Department of Administration certified Historically Underutilized
Business?
Yes No
Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?
Yes No
If the control is the best bound in the firm on annuaved Minerity Pusiness
If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?
Yes NO N/A (firm is qualified under one of the two methods above)
Legal name of the firm and physical address: TSE International, Inc.
5301 Shreveport-Blanchard Hwy, Shreveport, LA 71107

As a duly authorized representative, I certify the above information is accurate.



5301 Shreveport-Blanchard Highway Shreveport, Louisiana, 71107 Telephone 800-825-2402 – Fax 318-929-4853

Website: www.tse-international.com

Proposal # Date: Valid to:

Q032125BD02 03/21/2025 04/21/2025

Maddalyn Shuffler Deputy Town Clerk Town of Landis 312 S. Main St. Landis, NC 28088

Dear Ms. Shuffler,

TSE is pleased to offer the following equipment for your review:

1.0

1 ea.

TSE MODEL DP-20-4H TRAILER MOUNTED FOUR DRUM PULLER

BASIC UNIT DESCRIPTION

Performance

- Continuous torque rating of 31,000 in.-lbs.
- * Continuous line pull capacity of 2,000 lbs. at full reel.
- * 0 3 miles per hour line speed with infinite speed and inching control.
- * 3,000 PSI maximum hydraulic pressure at full performance.

Reel

- Four pulling reels with individual clutch control to each reel.
- * Each reel is 33" in diameter, 32 1/2" between the flanges with a 12-3/4" core.
- * Each reel has a capacity for 6,000 ft. of 1/2" diameter rope.
- * Free-wheeling reels with individual bronze disc brakes and manual calipers on each reel for controlling rope payout.
- * The reel shaft is mounted on replaceable ball bearings with grease fittings for smooth operation and long life.
- * Automatic diamond lead screw levelwind, with a urethane lined sheave, adjustable for individual use with all four reels.

Hydraulic Reel Drive

- * The reel drive incorporates a spring applied-hydraulic released holding brake rated at 150% of the maximum rated torque. The brake applies automatically in the event of loss of hydraulic pressure or engine shutdown.
- Manual holding brake control.
- Variable displacement hydraulic pump drive system with infinite speed control.

Page 1

Proposal # Q032125BD02

- * Hydraulic oil cooler to ensure uniform heat dissipation.
- * 25-gallon hydraulic reservoir with a bottom drain port, oil level and temperature gauges.

Engine

- * 35 HP water cooled, diesel, with 12 volt electric starter, keyed ignition, throttle, and oil pressure lights.
- 18 gallon fuel tank with level gauge.
- * Heavy duty 12 volt battery.
- * Lockable steel battery box.
- * Direct mount hydraulic pump drive.
- * Engine hour meter.

Control Console

- * The console is positioned in the center of the trailer's tongue for optimum operator visibility and safety. It includes:
 - Permanently engraved panel.
 - Hydraulic pressure gauge and decal chart to estimate pounds of actual line pull.
 - Reel direction and speed controller. Includes a positive stop between Pull in and Pay out setting.
 - Adjustable line pull pressure controller.
- * Operator's welded wire protective screen (front and overhead).
- * Deluxe, adjustable operator's seat and backrest.

Trailer and Undercarriage

- * Single axle with 8,000 lbs. capacity, spring leaf type with electric brakes and a break away switch.
- * Two breakaway safety chains with hooks.
- * Two tires rated for the capacity of the unit.
- * LED highway lighting with a dual tail light system, one for turn light and one for brake light.
- * Reflective tape as required by NHTSA.
- * One hydraulic tongue and two rear jacks.
- * 3" pintle hitch adjustable to 4 height positions.
- * The trailer frame and tongue are constructed of tubular steel and are fully welded.
- * Heavy duty checker plate fenders with mud flaps.
- * The unit is sandblasted, primed and painted with two coats of paint.

Unit Price Each\$161,118.00

OPTIONS INCLUDED IN PRICE

- 4 ea. 6,000 ft. of 1/2 in. TSE Superline, 12 braid, Easy Splicing type pulling rope installed on each reel under tension. Four different colors.
- 4 ea. Pulling Grips installed on item 1.1.
- 4 ea. TSE Model SW-13 pulling swivel, 5,000 Lb. working load.
- 1 ea. Includes second Levelwind.

Clarifications and Exceptions

Levelwinds are leadscrew type, not hydraulically controlled

Change In Specification:

Design and improvement of TSE's products is a continuous process; we therefore reserve the right to make design improvements differing from this specification after receipt of an order, however, any major changes will be confirmed in writing. Because of our continuous improvement efforts there is also no guarantee by TSE that the equipment quoted in this specification will be identical to any equipment supplied on previous orders even if the model number is the same.

Operator Training:

In an effort to ensure the safe operation of the equipment quoted in this proposal TSE is pleased to offer one training session free of charge provided after delivery at a time mutually convenient for both parties.

Pricing:

For all orders, TSE reserves the right to review the cost of major

components a minimum of 90 days prior to completion of the purchase order and adjust pricing accordingly. If a price adjustment is required,

TSE will provide the new price in writing.

Taxes:

Any and all applicable taxes and duties are not included.

F.O.B.:

Shreveport, LA

Delivery:

12 – 14 weeks, to be confirmed after acceptance of purchase order.

Terms:

35% deposit, remaining 65% balance TBD at time of order, subject to credit

approval. TSE Standard Terms and Conditions of Sale apply, reference

form TC082020.

If we can assist you in any way, please let us know.

Sincerely,

Becky Daniel
Inside Sales Coordinator

CC: Payton Harris, Eastern Business Development Manager

The above proposal is subject to the conditions of sale below unless otherwise stated, and in accordance with attached specifications and literature all of which constitute part of this offer. Terms indicated are subject to Credit Department approval.

TC082020

TSE INTERNATIONAL INC.

5301 Shreveport-Blanchard Hwy. Shreveport, Louisiana, 71107, USA herein referred to as "TSE"

GENERAL CONDITIONS OF SALE

- Design and improvement of our equipment is a continuous process. TSE therefore reserves the right to make design improvements after receipt of an order. Photographs and other illustrations or advertising matter represent generally the goods offered, but are not binding on detail.
- Delivery dates are estimated as accurately as possible, but are not guaranteed in any way unless otherwise specifically provided for in this proposal.
- III. Unless otherwise specifically provided for in this proposal, this offer does not include a penalty clause of any kind and acceptance of this offer may not create, by its terms, any such penalty.
- IV. Prices quoted herein are based on current duty and currency exchange rates where applicable, and TSE reserves the right to adjust prices to compensate for any changes in these rates, should it be necessary to do so.
- V. Notwithstanding any conditions printed on the Purchaser's order form, in accepting this offer the Purchaser agrees to the following TERMS AND CONDITIONS OF SALE which are also detailed on the TSE Acknowledgement and Acceptance of Order Form, and these only will apply unless otherwise specifically provided in this proposal.

TERMS AND CONDITIONS OF SALE

- CONTRACT OF SALE This order is accepted on, and is subject
 to, the terms and conditions set forth on the face hereof and
 below, none of which may be varied or added to except in
 writing, signed by TSE's duly authorized representative. Any
 inconsistent matters, terms or conditions in Purchaser's order
 or confirmation will not be binding on TSE. TSE HEREBY
 EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT
 TERMS IN ANY OF PURCHASER'S DOCUMENTS.
- COMPLETION Unless otherwise provided on the face hereof, time for the completion of manufacture of the machinery and equipment covered by this order (hereinafter called the "Machinery") shall be computed from the date of this Acknowledgement and Acceptance of Order, or from the date on which TSE has received from the Purchaser any information, drawings, data, patterns, or other material which are to be supplied by the Purchaser and are necessary to proceed with the manufacture of the Machinery, whichever is the latest. TSE shall not be responsible for delays in delivery or any failure to deliver due to causes beyond its control including without limitation: acts of God or the public enemy; mobilization; blockades; embargoes; revolution; civil commotions; riots; fires; floods; winds; earthquakes; epidemics: quarantine restrictions: explosions: accidents: other catastrophes; strikes; slow-downs; lock-outs or other labor difficulties; the acts; laws or regulations of any government or governmental authority; federal, state, local or foreign, including safety, health and environmental regulations; unusual weather; delays of sub-contractors or

- supplies; or inability to obtain shipping facilities, labor raw materials, supplies, fuel or power.
- MINIMUM INVOICE The minimum single invoice or billing charge is \$100.00.
- PAYMENTS If payment of any part of the purchase price is not made as provided on the face thereof, TSE reserves the right to discontinue manufacture of the Machinery until such payment has been made and to revoke any further credit, whereupon TSE shall have the right to receive payment before any further shipment of Machinery. IN the case of any delay in payment or in establishing agreed security for payment, time for completion may, at TSE's option, be extended for a corresponding period. When any payment is due upon shipment of delivery and shipment is delayed for any cause beyond TSE's control, payment shall be made when the Machinery is ready for shipment. Purchaser agrees that any letters of credit or other guarantee of payment shall be maintained fully valid until final payment has been made. IF PAYMENT IS NOT MADE WITHIN THIRTY DAYS FROM THE DATE OF SHIPMENT UNDER THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY TSE AN ADDITIONAL SUM EQUAL TO ONE AND ONE-HALF PERCENT (1 1/2%) PER MONTH (18% PER ANNUM) OF THE UNPAID PURCHASE PRICE UNTIL PAYMENT IS MADE.
- SECURITY INTEREST TSE retains a vendor's lien in the Machinery to secure payment in full of the purchase price and any and all other payments which may be or become payable to TSE hereunder. If possession of the Machinery is given to the Purchaser before full payment, the Purchaser shall execute any additional instruments including with our limitation security agreements and financing statements necessary to perfect or maintain TSE's vendor's lien and shall pay or reimburse TSE for all filing or recording. In the event of default in payment of any installment of the purchase price when due, the entire balance thereof shall, at TSE's option, become immediately due and payable, and TSE shall have and may exercise all the rights of a secured party then in force under the laws of the State of Louisiana, United States or such other state as may then have jurisdiction over the Machinery, including without limitation the right to repossess the Machinery with or without legal process.
- 7. DELIVERY AND PURCHASE PRICE Unless otherwise provided on the face hereof, delivery is to be made f.o.b. TSE's plant, Shreveport, Louisiana, United States. Risk of loss within the meaning of the Sale of Goods Act of the State of Louisiana shall pass to the Purchaser at the stated point of delivery. The purchase price includes ordinary packing for shipment, but if special packing or tie-down and blocking to anchor the machinery to the transport vehicle is required, TSE is to be reimbursed for the cost thereof. Any freight or insurance costs which may be included in the purchase price are based on rates at the date of this Acknowledgement and Acceptance of Order and any increase shall be paid by the Purchaser.
- B. WARRANTIES TSE MAKES NO WARRANTY THAT THE MACHINERY SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE NOR DOES IT MAKE ANY OTHER

WARRANTY, EXPRESS OR IMPLIED EXCEPT AS IS EXPRESSLY SET FORTH HEREIN. TSE warrants that the machinery will conform to the description of the face hereof; that it will convey good title thereto; that such goods will be delivered free from lawful security interest or other lien or encumbrance unknown to the Purchaser except as otherwise expressly provided herein. TSE warrants that it will repair f.o.b. its factory, or furnish without charge f.o.b. it factory, a similar part to replace any material in its machinery which, during the earlier of 90 days after the said machinery is put into operation or six months after the date of shipment of the machinery from its plant, is provided to the satisfaction of TSE to have been defective at the time it was sold, provided that all parts claimed defective shall be returned, properly identified, to TSE's factory, charges prepaid.

- 9. This Warranty to repair applies only to new and unused machinery, which, after shipment from the factory of TSE, has not been altered, changed, repaired or treated in any manner whatsoever unless such alteration, change, repair or treatment has been previously authorized in writing by TSE or has been performed by the authorized service representative
- 10. This Warranty to repair is the only Warranty either express, implied, or statutory, upon which the said machinery is sold; the company's liability in connection with this transaction is expressly limited to the repair or replacement of defective parts, all other damages and warranties, statutory or otherwise, being hereby expressly waived by the Purchaser.
- TSE shall not be liable for any incidental or consequential damages for breach of any warranty and the Purchaser's sole remedy for breach of any warranty or for any negligence of TSE shall be set forth herein.
- 12. No representative of TSE has authority to change this Warranty or this contract in any manner whatsoever and no attempt to repair or promise to repair or improve the machinery covered by this contract by any representative of TSE and shall waive any consideration of the contract or change or extend this Warranty in any manner whatsoever.
- 13. LIABILITY purchaser agrees to hold TSE harmless from, and to indemnify it against, any and all claims, demands, actions, and causes of action of any nature whatsoever, and any expenses incident to the defense thereof, for injury to or death of person and loss of or damage to property arising in connection with the Machinery from the assembly, erection, operation, or use thereof.
- 14. TAXES All present and future sales, use, excise and similar taxes imposed by any federal, state, local or foreign government which TSE may be required to pay or collect with respect to the Machinery or the sale, transportation, storage, use or consumption thereof shall be for the account of the Purchaser to the extent permitted by law.
- NON-CANCELLABLE This order is not subject to cancellation or revision by the Purchaser except with TSE's written consent. Cancellation charges will be the greater of:
 - i) Fifteen percent (15%) of the total purchase price to cover Sales Administration and handling costs, or
 - ii) The cost of all unfinished material and the shop labor with overhead plus component cancellation charges from TSE's vendors if any, plus Engineering costs incurred with overhead, plus all sales and administrative overhead and

- profit in proportion to the state of completion of the product at the time of cancellation of order. Upon payment to TSE as above provided, all equipment manufactured under the contract will become the property of the Purchaser.
- NON-ASSIGNABLE Neither this contract nor any interest herein is assignable or transferable without the express written consent of TSE.
- 17. WAIVER Any waiver of either the Purchaser or TSE of a breach by the other of any provision of this contract of sale shall not be deemed a waiver of future compliance therewith, and all provisions shall remain in full force and effect, notwithstanding any such waiver.
- 18. LIMITATION OF ACTION No action shall be brought by the Purchaser for any alleged breach by TSE of this Contract of Sale more than one (1) year after the occurrence of the cause of such alleged breach of contract.
- APPLICABLE LAW This contract shall be governed and construed according to the law of the State of Louisiana, United States.

SPECIAL CONDITIONS FOR EXPORT SALES

- A. EXPORT LICENSE If any United States of America regulation requires an export license, TSE will apply for such license at its expense, and Purchaser agrees to furnish all information required for such license application. In case TSE is unable to secure an export license, the contract between the parties shall be cancelled without liability on either party.
- B. IMPORT LICENSE If an import license is required, it is to be provided by Purchaser who will see that it remains valid and effective until the import has been completed.
- **REGULATIONS** The making and performance of the contract between the parties are subject to compliance with all applicable laws and regulations of the United States Government and agencies thereof, and in case any such law or regulation should prevent TSE from performing or completing the contract in accordance with the terms thereof, then the contract may be terminated by TSE upon written notice to the Purchaser. In such event, TSE and any surety for TSE upon written notice will be relieved of all further obligation to proceed; any guaranty deposit or surety bond furnished by TSE shall immediately be returned to TSE and TSE is to be paid the proportion of the contract price, including profit, represented by the expenditure made and the obligations contracted to the date of such termination. Upon return to TSE of any guaranty deposit or surety bond and payment to TSE as above provided, all equipment manufactured under the contract will become the property of the Purchaser.