

**REQUEST FOR BIDS**  
**REPLACEMENT OF TELEVISION BROADCAST EQUIPMENT**  
**RFP 2016-23500**  
**NEW HANOVER COUNTY BOARD OF COMMISSIONERS**

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**NEW HANOVER COUNTY**

**REQUEST FOR BIDS**

**REPLACEMENT OF TELEVISION BROADCAST EQUIPMENT**

**RFP 2016-23500**

**NEW HANOVER COUNTY BOARD OF COMMISSIONERS**

In accordance with NCGS 143-129.8, sealed proposals addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**RFP 2016-23500 - REPLACEMENT OF TELEVISION BROADCAST EQUIPMENT**” will be accepted until **5:00 P.M. EST, August 28, 2015**.

**A Mandatory Pre-proposal Meeting will be held on Friday, August 21, 2015 at 10:00 am in County Commissioners’ Assembly Room located at 24 N. 3<sup>rd</sup> St., Wilmington, NC, Wilmington, NC. Bidders must attend the Meeting to submit a proposal.**

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/business-nhc/bids>.

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor

New Hanover County

(910) 798-7190

Released:      Monday, August 17, 2015

## Section 2     **Instructions and General Conditions**

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### 2.1     **Schedule**

<b>ACTION</b>	<b>DATE</b>
Release of RFP	August 17, 2015
Pre-proposal Meeting	Friday, August 21, 2015 at 10:00 am
Deadline for Questions	Tuesday, August 24, 2015
Response to Questions	Wednesday, August 26, 2015 at 8:00 am
Deadline for Proposals	August 28, 2015 at 5:00 pm

### 2.2     **Preparation of Proposal**

Vendors are instructed to submit the original and one (1) electronic copy on either a CD or a flash drive. All prices and notations shall be written in ink or typed. Changes or corrections made in the proposal must be initialed by the individual signing the proposal.

**PROPOSALS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

### 2.3     **Submission of Proposal**

Submit the proposal with any attachments in a sealed envelope properly marked “**RFP 2016-23500 REPLACEMENT OF TELEVISION BROADCAST EQUIPMENT**” and addressed to:

New Hanover County Finance Office  
Attn: Lena Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

**2.3.1** Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806. All questions concerning this proposal shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be provided to Proposers by issuance of an

Addendum. **All questions shall be received no later than 5:00 P.M., EST, Monday, August 24, 2015.**

**2.3.2** Vendors may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section. If any vendor attempts any unauthorized communication, the proposal will be rejected.

**2.3.3** All vendors who intend to submit a proposal on this project should send an email to [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) including pertinent contact information. This will ensure that you receive all addenda issued for this RFP; if applicable.

## **2.4 Cost of Preparation of Response**

Costs incurred by prospective Vendors in the preparation of the response to this Request for Proposals are the responsibility of the Vendor and will not be reimbursed by the County.

## **2.5 Execution of Agreement**

The successful Vendor will be required to enter into a formal agreement that is consistent with the bid package outlined within. The successful Vendor to whom the Contract is awarded by County shall within 15 days after notice of award and receipt of Agreement forms from the County, sign and deliver to the County all required copies of said Agreement.

## **2.6 Trade Secret Confidentiality**

**Proposals submitted shall not be subject to public inspection until a contract is awarded.**

According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Vendor while attempting to maximize the availability of information to the public.

## **2.7 Information Technology Goods and Services**

In recognition of the complex and innovative nature of information technology goods and services and of the desirability of a single point of responsibility for contracts that include combinations of purchase of goods, design, installation, training, operation, maintenance, and related services, the County is issuing this RFP as per NCGS 143-128.8.

Contracts for information technology may be entered into under a request for proposals procedure that satisfies the following minimum requirements:

- (1) Notice of the request for proposals shall be given in accordance with G.S. 143-129(b).

- (2) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

The awarding authority may negotiate with any proposer in order to obtain a final that best meets the needs of the awarding authority. Negotiations allowed under this section shall not alter the contract beyond the scope of the original request for proposals in a manner that:

- (i) deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and
- (ii) would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

**Proposals submitted under this section shall not be subject to public inspection until a contract is awarded.**

## **2.8 Withdrawal of Proposals**

Vendors may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

## **2.9 Equal Opportunity**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County invites and encourages participation in this procurement process by businesses owned by minorities, women, and handicapped.

## **2.10 Indemnity**

The successful Proposer Vendor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other

liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Contractor, his agents, employees and subcontractors.

## **2.11 Insurance**

Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

## **2.12 Minimum Scope and Limits of Insurance**

### **2.12.1 Commercial General Liability (CGL)**

- 2.12.1.1 Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
- 2.12.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.12.1.3 County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20-10 and CG 20-37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the contractor, premises owned, leased or used by the contractor, and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of

protection afforded to County, its officers, officials, agents, and employees.

- 2.12.1.4 The statutes of County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.
- 2.12.1.5 There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of Coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
- 2.12.1.6 The Contractors CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

#### **2.12.2 Workers Compensation and Employers Liability Insurance.**

- 2.12.2.1 Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.
- 2.12.2.2 The Employer's Liability; and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
- 2.12.2.3 The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by the Contractor for County.

#### **2.12.3 Business Auto Liability.**

- 2.12.3.1 Contractor shall maintain Business Auto Liability; and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
- 2.12.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

2.12.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

#### **2.12.4 Deductibles and Self-Insured Retentions**

2.12.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officer, officials, agents, or employees or the Contractor shall procure a bond guaranteeing payment of deductibles of self-insured retentions.

2.12.4.2 The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

#### **2.12.5 Miscellaneous Insurance Provisions**

2.12.5.1 The policies are to contain or be endorsed to contain the following provisions:

2.12.5.2 Any failure to comply with reporting provisions of the policies listed in this agreement shall not affect coverage provided to County, its officers, officials, and employees.

2.12.5.3 Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to County, 230 Government Center Drive, Suite 128, Wilmington, NC 28403.

2.12.5.4 If Contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**2.12.6 Acceptability of Insurers**

2.12.6.1 Insurance is to be placed with Insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

**2.12.7 Evidence of Insurance**

2.12.7.1 The contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

2.12.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.

2.12.7.3 With respect to insurance maintained after final payment in compliance with requirement, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

**2.12.8 Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificate for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**2.12.9 Conditions**

2.12.9.1 The insurance required for this contract must be on the forms acceptable to County.

2.12.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and/or Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

2.12.9.3 The Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by the Contractor without prior written approval of County.

2.12.9.4 The Contractor shall promptly notify the Property Management Department and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

2.12.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

2.12.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.12.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

2.12.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at the Contractor's expense.

2.12.9.9 The Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

2.12.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

## **2.13 Addendum**

The proposal package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent

to all known Proposers who are listed with the Finance Office and posted on the County's website.

You may visit our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>, call Lena Butler at (910) 798-7190, or email [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or call Carrie Buttles at (910) 798-7402 or email [cbuttles@nhcgov.com](mailto:cbuttles@nhcgov.com) to check for the issuance of any addenda before submitting your bid proposal.

#### **2.14 Compliance With Proposal Requirements**

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid/proposal.

#### **2.15 Successful Vendor**

The Vendor who is not currently set up as a vendor in County's vendor file will be required to submit a completed Vendor Application, W-9 and EFT form in order to be entered into the County's vendor database.

#### **2.16 Right To Reject Proposals**

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

#### **2.17 Mandatory Pre-proposal Meeting**

Any vendor who intends to submit a proposal in response to this RFP **MUST** attend a Pre-proposal Meeting which will be held at 24 N. 3<sup>rd</sup> St., Wilmington, NC, Wilmington, NC. The Pre-proposal Meeting is scheduled for Friday, August 21, 2015 at 10:00 am. Please email [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) and [cbuttles@nhcgov.com](mailto:cbuttles@nhcgov.com) to confirm your attendance.

### **Section 3      Purpose**

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New Hanover County is soliciting proposals from experienced television broadcast equipment vendors for recommendations and replacement of cameras and other equipment located in the County Commissioners' Assembly Room damaged during a recent electrical storm. The replacement equipment will be of broadcast quality, high definition capability.

The vendor should prove the ability to provide equipment that would best meet the County's needs using new equipment and utilizing the existing equipment where possible.

## **Section 4     County Commissioners' Assembly Room**

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The County Commissioners Assembly Room is the facility where elected officials, County Staff, and the public meet to conduct official County business, and where key policy decisions are made that affect the entire New Hanover County community. The primary use of this facility is to host County Commissioner and Planning Board meetings.

The equipment needs for the County Commissioners Assembly Room must meet the needs of meeting participants. All meeting participants need to be able to view and hear presentations at each point in the Assembly Room and from a variety of media sources including, but not necessarily limited to primary computer, laptops, tablets, media players, and production broadcast source. Installed equipment must be easy to operate with little guidance required from the County's Information Technology (IT) staff.

## **Section 5      Scope of Work**

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The selected vendor will be required to perform the following as part of this project:

After the County's acceptance of proposal, vendor shall submit technical specifications and photographs of specified equipment; wiring diagrams; interoperability specifications for equipment, lighting, sound, and software/hardware systems; design layout; furniture modifications/cutouts; and any and all specifications, designs, layouts, and other requirements related to the successful installation of the project defined herein.

Any personnel provided by the vendor shall be considered to be personnel or agents of the vendor. Under no circumstances will said personnel be considered to be agents or personnel of New Hanover County. However, the New Hanover County reserves the right to demand the removal and potential replacement of any one or group of individuals provided by vendor to work on the project.

If vendor intends to utilize a third party organization to perform any of the tasks associated with any aspect of the proposal, this intent must be disclosed as part of the proposal. In addition, responsibility for any items or activities provided by any subcontracting or third party entity must be assumed by vendor. For purposes of this project, the New Hanover County intends to contract exclusively with vendor and vendor will be the sole contact concerning contractual matters, invoicing, and associated payments.

If determined necessary by County Staff, the employees could be subject to background checks by New Hanover County. Vendor shall propose equipment that will best meet the County's stated goals.

Vendor must include computer specifications in the proposal. The County's Information Technology Department will be responsible for the acquisition of computers/servers.

Upon acceptance, vendor shall provide training to County personnel in the operation and maintenance of the installed AV systems; as required by County staff. Training shall be scheduled to accommodate County staff's schedules.

Vendor shall substantially complete the requirements of this project by a date mutually agreed upon by the vendor and the County.

## Section 6      **Proposal Format**

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Proposals shall be submitted in the format outlined herein. Respondents should describe in detail the services proposed; how those services will be accomplished for each component; and specifics regarding design and integration. Respondents should also identify the cost of providing each service category and if appropriate, include service level options. The respondent may include any relevant information, attachments, or exhibits to further elaborate on the proposal.

### Proposal Format:

- I.      Cost – The proposal should be broken down by phases and types of work. The following cost information is to be provided:
  - a.    Individual Equipment Costs
  - b.    Installation
  - c.    Hourly rate for professional services, including task description.
  - d.    All other potential costs for the proposed solution.
  
- II.     Project Schedule – Provide a full project schedule for the proposed solution which should include an estimated duration of each task without exact dates.

## Section 7 Method of Evaluation and Award

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Prior to the selection of the award to the successful vendor, an evaluation team will evaluate the RFP responses received from each vendor.

The County intends to award a contract for **the Replacement of Television Broadcast Equipment** for the Board of Commissioner's Assembly Room; however the County specifically reserves the following rights:

1. The County reserves the right to accept or reject any or all proposals or any portion thereof.
2. The County reserves the right to accept all or part of any proposal depending solely upon the requirements and needs of the County.
3. The County reserves the right to seek clarifications of any proposal submitted or specific aspects of any proposal prior to the award of the contract. After seeking such clarification, the County will allow the PROPOSER an opportunity to provide the requested clarification.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the County using the Criteria listed below:

1. Cost of proposed equipment
2. Ability to complete the work in a timely manner
3. Completeness of the solution per the needed requirements