REQUEST FOR PROPOSALS

HURRICANE PROTECTION AND SEVERE WEATHER PLAN

RFP # 16-0363

<u>COUNTY COMMISSIONERS</u>

BETH DAWSON, CHAIRMAN
JONATHAN BARFIELD, JR., VICE-CHAIRMAN
WOODY WHITE
SKIP WATKINS
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

HURRICANE PROTECTION AND SEVERE WEATHER PLAN

REQUEST FOR PROPOSALS

FOR

NEW HANOVER COUNTY EMERGENCY MANAGEMENT

Proposals will be received in the New Hanover County Finance, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 up to **Closing Time: 5:00 PM EST, Tuesday, May 10, 2016.**

PLEASE NOTE SPECIFICATION AND TIME RANGE REQUIRED IN RFP, WHEN SUBMITTING YOUR PROPOSAL.

NOTES: **THERE WILL BE NO PUBLIC BID OPENING.**

BIDS MAY BE HAND DELIVERED, FAXED, OR EMAILED

QUESTIONS: **ALL QUESTIONS SHALL BE DIRECTED TO:**

Carrie Buttles, Purchasing Agent
Phone: (910) 798-7402
FAX: (910) 798-7806
Email: cbuttles@nhcgov.com

SECTION 1 - RFP INSTRUCTIONS AND SERVICE REQUIREMENTS

1.1. Scope of Work

1.1.1. This proposal is to secure a Contractor to provide temporary power for a County Hurricane Protection Plan for the period of June 1 through November 30, 2016 and also a Severe Winter Weather Plan for one site for the period of December 1, 2016 through March 31, 2017.

1.1.2. Bidders shall quote all generators at 24 hour run time at 80% load without the need to refuel. **The County is only interested in the 24 hour run time.**

1.1.3. The County desires that these pre-selected units be delivered to the County sites within **twenty-four (24) hours** of request.

1.1.3.1 **The bidder should thoroughly define the program and submit this information as an attachment with the proposal.**

1.1.3.2 It is the responsibility of the bidder to define the program in a clear and precise manner.

1.1.4 The County will not allow brokering of the equipment. Potential bidders who do not own their equipment are not qualified to bid.

1.2. Preparation of Proposal

1.2.1. Completion of Bid Form

It is requested that your bid be on the bid proposal form contained in this bid package; however, failure to do so does not disqualify your bid. All prices and notations shall be written in ink or typed. Changes or corrections made on the Bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

1.2.2. Required Specifications

Bidder shall submit as part of his proposal detailed information explaining the emergency generator rental program the bidder proposes to furnish. This should include the program you are proposing to the County and any fees that may be required.

1.2.3. Deviations

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

1.3. Submission of Proposal

Submit you bid by ***5:00 p.m., Tuesday, May 10, 2016 to*** the following address:

New Hanover County Finance Office
Attn: Carrie Buttles, Purchasing Agent
230 Government Center Drive, Suite 165
Wilmington, NC 28403
OR
Submit your bid by email to: cbuttles@nhcgov.com
OR
FAX your bid to: (910) 798-7806

Email is the preferred method of delivery.

1.4. Condition of Generators

All generators shall be in full operating condition when received. If generators are not in full operating condition when received, the County shall require Contractor to take appropriate action to bring the units into compliance with the contract. If the Contractor does not respond immediately to the request, the County will take steps to ensure units are operational and in compliance to the contract. Any costs incurred by the County in completing such work will be deducted from any amount due Contractor for rental. If funds due to the contractor are not sufficient to cover the County's cost, the County will invoice the contractor for reimbursement.

1.5. Trade Secret Confidentiality

This is an ***Informal RFP*** and therefore, all proposals received by the deadline will remain confidential until the Award is made and a Purchase Order is issued by the County. **After the award and issuance of the purchase order,** all proposals are considered public record and available for public inspection. 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 contractor while attempting to maximize the availability of information to the public.

1.6. Late Proposals

Any bids received after the scheduled closing time for the receipt of bids will not be considered.

1.7. Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids; however, no bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

1.8. Federal Taxes

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

1.9. North Carolina Sales Tax

If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. County will pay North Carolina sales tax over and above bid prices when invoiced.

1.10. Price

Bidder shall guarantee the prices quoted against any increase for whatever delivery date is specified and contract period required.

1.11. Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

1.12. Addendum

The bid package constitutes the entire set of bid 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 mailed to all bidders who are listed with the Finance Office as having received the bid package.

1.13. Compliance with Bid Requirements

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

1.14. Right to Reject Bids

The County reserves the right to reject any or all bids.

1.15. Fees

All fees must be quoted in proposal. Any fee not quoted in proposal shall not be paid by the County.

1.16. Delivery Fee

Any delivery and pick-up fees **shall be quoted and shall be a fixed rate**.

1.17. Experience

Bidder must be able to demonstrate to the satisfaction of the County the bidder's ability to provide the required services.

1.18. Delivery, Installation and Operational Assistance

Contractor shall provide assistance to County in generator installation once delivered as specified. Contractor's assistance shall include, but not be limited to, tie-in, startup and insuring unit is operating properly before leaving each site. County will be responsible for connection of power to rented equipment.

The Contractor shall quote the cost to provide a service technician for an eight (8) hour day and provide the County maintenance/repair, operational duties, and technical expertise for rented generators.

1.19. E-Verify Compliance

Pursuant to N.C.G.S. § 143-48.5 (Session Law 2014-418), Contractor shall fully comply and certify compliance of each of its subcontractors with Article 2 of Chapter 64 of the N.C. General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. County shall be provided affidavits attesting to Contractor's and subcontractor's compliance or exemption. Violation of the provision, unless timely cured, shall constitute a breach of Contract. (Complete the attached E-Verify form and return with your bid. Form must be notarized.)

1.20. Insurance Requirements

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 Section 1.19.1 Minimum Scope and Limits of Insurance. 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 by himself/herself or anyone directly or indirectly employed by him/her.

1.19.1. Minimum Scope and Limits of Insurance

A. Commercial General Liability

1. Contractor shall maintain Commercial General Liability 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. 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).

3. New Hanover County, its officers, officials, agents, and employees are to be covered as additional insured's under the CGL by endorsement CG 20 10 or CG 20 33 **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 New Hanover County, its officers, officials, agents, and employees.

4. The status of New Hanover 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 New Hanover County.

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.

6. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of the contractor's completed operations, with a limit of not less than $1,000,000 each occurrence for at least six (3) years following substantial completion of the work.

7. The contractor's Commercial General Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

B. Workers' Compensation and Employer's Liability

1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

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.

3. The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, and employees for losses arising from work performed by the contractor for New Hanover County.

C. Business Auto Liability

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. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

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.

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D. Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by New Hanover County. At the option of New Hanover County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects New Hanover County, its officers, officials, agents, and employees; or the

contractor shall procure a bond guaranteeing payment deductibles or self-insured retentions.

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

3. Miscellaneous Insurance Provisions

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

1. Any failure to comply with reporting provisions of the policies listed in Section I. shall not affect coverage provided to New Hanover County its officers, officials, and employees.

2. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to New Hanover County, 230 Government Center Drive #125, Wilmington, NC 28403.

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

4. Acceptability of Insurers

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 specific approval has been granted by New Hanover County.

5. Evidence of Insurance

1. The Contractor shall furnish New Hanover 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. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section I.

3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to New Hanover 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.

6. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

7. Conditions

1. The insurance required for this contract must be on forms acceptable to New Hanover County.

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

3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in Section I. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.

4. The contractor shall promptly notify 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.

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

6. Failure of New Hanover County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of New Hanover 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.

7. By requiring insurance herein, New Hanover 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 New Hanover County in this contract.

8. If Contractor fails to maintain the insurance as set forth herein, New Hanover County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
9. The contractor or his engineer may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

10. New Hanover 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 New Hanover County.

1.20. Indemnify and Hold Harmless

Contractor shall indemnify and hold New Hanover 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 Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees, and subcontractors.

1.21. Award

An award resulting from this RFP shall be awarded to the responsive and responsible Bidder whose proposal is determined to be most advantageous to the County taking into consideration price and other factors; however, the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether a bidder's proposal has or has not satisfactorily met the requirements of this RFP.

2.1. REQUIREMENTS

Service Technician

The Contractor shall quote the cost to provide a service technician to stay the duration of the storm and provide the County maintenance/repair, operational duties, and technical expertise for rented generators.

2.2. Equipment Requirements by Location

Contractor shall deliver each unit to each job location. Emergency Management will provide a detailed map with photographs for each site and traffic assistance if requested

by the contractor. **ALL GENERATORS ARE TO BE INDIVIDUALLY TRAILER MOUNTED.**

Site	**Address**	**Generator**	**Voltage**	**Use**
NHC Schools Freezer	1802 S. 15th St., Wilmington, NC	100 kW	120/240V, 3 phase, 4 wire, Delta hi-leg Type	Hurricane Only
NHC Senior Center	2222 S College Rd, Wilmington, NC	360 kW	277/480V	Hurricane **&** Severe Winter Weather

SECTION 3 - PROPOSAL FORM

HURRICANE PROTECTION AND SEVERE WINTER WEATHER SERVICES

Deadline for Receipt of Proposals: Tuesday, May 10, 2016 at 5:00 PM

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

COST PROPOSAL:

Delivery and pickup cost per generator $_____

Charge per day for Service Technician, if required $_____

List any other charge associated
with the generator rental program. $_____

Type of Equipment *(Provided equipped to run 24 hours at 80%)* Hurricane Protection (June 1 – November 30, 2014)	**Standby Rate/ Specify Monthly, Weekly, or Daily**	**Activated Rate/ Specify Monthly, Weekly, or Daily**
(1) 100 kW	$	$

Type of Equipment *(Provided equipped to run 24 hours at 80%)* Hurricane and Severe Winter Weather Protection (June 1 – March 31, 2015)	**Standby Rate/ Specify Monthly, Weekly, or Daily**	**Activated Rate/ Specify Monthly, Weekly, or Daily**
(1) 360 kW (Senior Center)	$	$

The bidder should thoroughly define the program and submit as an attachment with the proposal. The bidder **MUST state the deadline required for notification** in order to deliver the generators within twenty-four (24) hours in the event of a Hurricane entering the Atlantic or a Hurricane Watch being issued on the Continental U.S., or a winter storm advisory.

Required Attachments to Bid Proposal Form: (Failure to include these documents will result in your bid being disqualified).

1. **Detailed description of program.**
2. **Proof of Insurance (Copy of your certificate)**
3. **E-Verify Affidavit**

The Bidder is:

____ An Individual

____ A Partnership

____ A Joint Venture consisting of: _____

____ A Corporation organized under the laws of the State of_____.

(List name of state appearing on the corporate seal and affix seal below where indicated.)

Printed Name: _____

Signature: _____

Title: _____

Company: _____

Phone Number_____

Email Address:_____

STATE OF NORTH CAROLINA

COUNTY OF _____

AFFIDAVIT of COMPLIANCE with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. ____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

   ____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer shall keep New Hanover County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

_____
Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

_____ [SEAL]
Notary Public

My commission expires: _____