

**NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
ELECTRONIC PLAN SUBMITTAL PACKAGE**



COUNTY COMMISSIONERS

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**NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
ELECTRONIC PLAN SUBMITTAL PACKAGE**

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 **“NHC ELECTRONIC PLAN SUBMITTAL PACKAGE”** will be accepted until **4:00 P.M. EST, Monday, October 1, 2018.**

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

Section 2 – Instructions and General Conditions

2.1 – Schedule

ACTION	DATE
Release of RFP	Friday, September 7, 2018
Deadline for Questions	Friday, September 14, 2018
Response to Questions	No Later than Friday, September 21, 2018
Deadline for Proposals	Monday, October 1, 2018 at 4:00 PM

2.2 – Preparation of Proposal

Proposers are instructed to submit one (1) original and one (1) electronic copy on CD or USB. Please do not submit a protected electronic copy which can't be copied. The electronic copy allows the information to be copied and distributed among the evaluation team.

The proposal shall be submitted by **4:00 PM Monday, October 1, 2018** to:

Lena L. Butler, Purchasing Supervisor
New Hanover County
230 Government Center Drive, Suite 165
Wilmington, NC 28403

Proposals should be clearly marked **“RFP – Electronic Plan Submittal Package.”**

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 – Submittal Requirements

Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

The proposal should be organized into the following major sections:

Proposal Section	Title
	Title Page
	Letter of Transmittal
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Goals and Objectives
5.0	Cost Proposal
6.0	Professional References
7.0	Exceptions to the RFP

Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

1. Executive Summary

This part of the response to the RFP should be limited to a brief narrative summarizing the proposer’s proposal. The summary should be oriented toward the approach to the plan submittal package. Please note that the executive summary should identify the primary engagement contact for your team.

2. Scope of Services

This section should include a general discussion of the proposer’s overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the package.

3. Company Background

Each proposal must provide information to include:

- i. How many years has your company been in business?
- ii. Please describe the ownership of your organization (Sole proprietorship, partnership, privately or publicly held corporation). If a corporation, please provide evidence that the firm is in good standing and qualified to conduct business in North Carolina.
- iii. What is the main focus of your firm?
- iv. How many projects have you submitted to the County in the past five years. Please provide a list of examples.
- vi. Do you contract with a third party for services/resources? If yes, please describe.
- vii. Please provide an estimated schedule to complete the package.

4. Goals and Objectives

Proposers should clearly address how they would accomplish the goal of developing a plan submittal package that would benefit the needs of private firm engineers and designers as well as the County. The response should include a clearly defined plan to accomplish the goals along with a list of standard details to be included.

5. Cost Proposal

Proposers should submit an estimate of project costs in the proposal. The proposer should also provide an hourly cost for additional work that may be required that is not part of the proposal.

6. Professional References

Include other counties, municipalities or agencies that have used your services as well as any other professional references you would like to provide.

7. Exceptions to the RFP

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

2.4 – Questions

Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Purchasing Supervisor by emailing lbutler@nhcgov.com and copying Tamara Matthew, Purchasing Agent at tmatthews@nhcgov.com. All questions concerning this RFP shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be provided to Proposer by issuance of an Addendum. All questions shall be received no later than **3:00 P.M., EST, Friday, September 14, 2018.**

2.5 – Communication

Proposers 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.

2.6 – Preparation of Proposal

All vendors who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com and copy tmatthews@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.7 - Cost of Preparation of Response

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

2.8 - Execution of Agreement

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

2.9 - Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire Proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so will result in your Proposal being disqualified.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Proposer has designated as a trade secret.

2.10 - 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 product 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: deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and 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.

2.11 - Withdrawal of Proposals

Proposers 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.

2.12 - 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 encourages small, minority, physically handicapped, and women firms to submit proposals in response to this RFP.

2.13 - Indemnity

The successful Proposer 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 Proposer hereunder, resulting from the negligence of or the willful act or omission of the Proposer, his agents, employees and subcontractors.

2.14 – E-Verify

Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.15 - Insurance

Before commencing any work, the Proposer shall procure insurance in the Proposer'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 Proposer, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

Minimum Scope and Limits of Insurance

Commercial General Liability (CGL)

Proposer 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.

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).

The 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 Proposer, products and completed operations of the Proposer, premises owned, leased or used by the Proposer, and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to The County, its officers, officials, agents, and employees.

The statutes of The 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 The County.

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.

The Contractors CGL insurance shall be primary as respects The County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

Workers Compensation and Employers Liability Insurance

Proposer shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

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.

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 the County.

Business Auto Liability

Proposer shall maintain Business Auto Liability; and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

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

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.

Professional Liability

Proposer shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Proposer's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of Proposer's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

If coverage in this Contract is on a claims-made basis, Proposer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract is complete.

Deductibles and Self-Insured Retentions

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

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

Miscellaneous Insurance Provisions

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

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

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

If Proposer'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.

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 The County has granted specific approval.

Evidence of Insurance

The Proposer shall furnish The 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.

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

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

Subcontractors

Proposer 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.

Conditions

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

Where circumstances warrant, The 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.

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

The Proposer shall promptly notify the Property Management Department at (910) 798-4330 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.

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

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

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

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

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

The County shall have the right, but not the obligation of prohibiting Proposer 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 The County.

2.16 - 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 or call Tamara Matthews at (910) 798-7402 or email tmatthews@nhcgov.com to check for the issuance of any addenda before submitting your bid proposal.

2.17 - 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.

2.18 - Successful Proposer

The Proposer who is not currently set up as a vendor in The 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.

2.19 - 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.

Section 3 – Project Scope

Introduction

The County has a defined need for a more efficient means for which engineers and designers can submit applications, plans and specifications for review. A standardized plan set that can accommodate the details for stormwater and sedimentation and erosion control is an integral part of improving this process.

Goals and Objectives

1. Develop a set of sedimentation and erosion control details and stormwater control measure details that can be used and modified as necessary by engineers and certified erosion control professionals. The scope of this objective is as follows:
 - Details are to be created in AutoCAD format. Consultant to recommend appropriate versioning to maximize use by engineers and designers.
 - Appropriate use of model space and paper space to allow individuals the ability to insert details as blocks on their own plans or provide the ability to print the individual details as standalone detail sheets with a generic border.
 - Details should include, at a minimum:
 - Silt Fence
 - Construction Entrance
 - Swales
 - Sediment Trap
 - Sediment Basin
 - Standard Notes to include any notes currently required by New Hanover County as well as recommended notes from the consultant selected.
 - Typical Pond cross sections with editable fields to input design info
 - Typical Emergency Spillway details with editable fields to input design info
 - New Hanover County Designer and Owner Certifications
 - New Hanover County Approval block
 - Additional Consultant recommended details
 - Deliverables shall include both electronic CAD files and PDF files of individual details on standalone detail sheets with a generic border.
 - Details shall be free of any professional seals or logos other than a County logo identifying the plan template.
 - Use and content of the details will be the sole responsibility of the engineer or design professional submitting plans to the County.

2. Develop a template for use by New Hanover County to create plan sets and for use by designers if they choose to do so. The deliverable plan set template shall include:
 - Template is to be created in AutoCAD format. Consultant to recommend appropriate versioning to maximize use by engineers and designers.
 - Appropriate use of plan space and model space to create accurate plan sheets to scale.
 - Template should include the creation of standardized layers appropriately setup with a naming convention, color, line type, line weight, and plot settings configured.
 - Development of pen settings, plot styles, and plot settings. Consultant to advise on format (i.e. .stb vs. .ctb) and configurations.
 - Creation of a generic twenty-four by thirty-six-inch plan set border.
 - Configuration of a standard sheet set manager template that ties fields to the border created as part of the template package.
 - Templates are to be created for a base drawing, cover sheet, a blank notes sheet, site plan, erosion and sedimentation control plan, grading and drainage plan, and blank detail sheet.
 - Creation of a vicinity map from the County's GIS road information to be included on the cover sheet.
 - Templates shall be free of any professional seals or logos other than a County logo identifying the plan template.
 - Use and content of the templates will be the sole responsibility of the engineer or design professional submitting plans to the County.
 - Plan sheets should incorporate the ability to be fully customizable by the user.
 - Recommended course of action, approach to improve overall process and any other process improvement proposals.

3. Compatibility of CAD templates with GIS. The County is interested in possibilities of transferring CAD line work (i.e. pipes, swales, ponds, etc.) and associated design information from a CAD based platform to GIS for future asset management purposes.
 - Consultant to advise on possibilities and how this may be accomplished through the templates developed under this RFP.

Section 4 – Evaluation Criteria

Selection Participants

Evaluation Team- the Evaluation Team will be responsible for the evaluation and rating of the proposals and demonstrations and for conducting interviews. The Evaluation Team is responsible for evaluating the team's ability to fully execute an electronic plan submittal package.

Selection Criteria will be used to assist in determining the selected team. The Proposer's proposal will be evaluated based on the criteria below.

Criteria for Selection

1. Compliance with Bid Requirements **(20)**
2. Demonstrated experience and knowledge of creating a successful Electronic Plan Submittal Package **(30)**
3. Recommendations and approaches to improving plan submittal efficiency **(10)**
4. Proposed strategies **(10)**
5. Cost **(30)**

Evaluation Selection Process

A weighted analysis of the evaluation criteria will be utilized to determine the Proposer that represents the best value solution for New Hanover County.

Award Procedures

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and cost standpoint. It is understood that any proposal submitted will become part of the public record.

A proposal may be rejected if it is incomplete. New Hanover County may reject any or all proposals and may waive any immaterial deviation in a proposal.

The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same name or different names, will not be considered.

Section 5 – Signature Page

<p>SIGNATURE FORM (EXECUTION)</p> <p>ELECTRONIC PLAN SUBMITTAL PACKATE</p> <p>DUE DATE: OCTOBER 1, 2018 AT 4:00 PM EST</p>

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC 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.

PROPOSER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
PROPOSER’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL: