

**NEW HANOVER COUNTY
REQUEST FOR BIDS
ACTIVE SHOOTER KITS**



COUNTY COMMISSIONERS

**JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

Section 1 – Advertisement

**NEW HANOVER COUNTY
REQUEST FOR BIDS
ACTIVE SHOOTER KITS**

Bids addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “**RFB-ACTIVE SHOOTER KITS**” will be accepted until **3:00 P.M. EST, Tuesday, January 15, 2019.**

Bid may be mailed to:

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

Email: lbutler@nhcgov.com

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

New Hanover County reserves the right to accept or reject any or all Bids and to make the Award which will be in the best interest of the County.

Released: Thursday, January 3, 2018

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
Thursday, January 3, 2019	RFB issued.
Tuesday, January 8, 2019 @ 5:00 PM EST	Deadline for questions
Thursday January 10, 2019	Questions will be answered via written addendum.
Tuesday, January 15, 2019, 3:00 PM.	Deadline for receipt bids

2.2 – Preparation of Bid

2.2.1 Bidders are instructed to submit their bid in a sealed envelope clearly marked **“RFB-ACTIVE SHOOTER KITS”** or bids may be emailed to lbutler@nhcgov.com. If emailing, please remember to put **“RFB-ACTIVE SHOOTER KIT”** in the **Subject Line of your email**.

2.2.2 If mailing your bid, the bid must be received by **3:00 Tuesday, January 15, 2019** and addressed to:

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

2.2.3 **Completion of Bid Form (Price Sheet):** Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidder’s risk. Each bidder shall furnish the information required on the price sheet. Bids **must** be submitted on the price sheet contained in this bid package. Bids submitted that are not on the attached price sheet will be rejected. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made in the bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.4 Bids received after the time and date for closing will not be considered.

2.3 – Bid Opening

There will be no public bid opening for this solicitation.

2.3– Questions

Questions concerning this solicitation should be directed to Lena Butler, Purchasing Supervisor at lbutler@nhcgov.com. Questions will be received until **Tuesday, January 8, 2019 at 5:00 PM**

EST. An addendum summarizing all questions and answers will be posted to the County's website. Bidders who have notified the County of their intent to submit a proposal along with the email address will be sent the addendum upon posting.

2.4 – Communication

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section which is **Lena Butler, Purchasing Supervisor**. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.5 – Intent to Submit

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

2.6 - Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the Bidder and will not be reimbursed by The County.

2.7 – Ownership of Documents

All bids and accompanying documentation will become the property of New Hanover County at the time the bids are received and as such will not be returned to the Bidder.

2.8- Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid 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.

2.9 - Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days.

2.10- 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 Bidder 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 Bidder 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 bids in response to this RFB.

2.11- Indemnity

The successful Bidder 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 Bidder, his agents, employees and subcontractors.

2.12 – E-Verify

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

2.13 - Addendum

The RFB 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 Bidders who notified the Purchasing Supervisor of their intent to submit a proposal and posted on the County’s website.

You may visit our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx> to check for the issuance of any addenda before submitting your proposal.

2.14 - 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.

2.15 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31

U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(See Attachment A for Complete Details). Bidders are instructed to include**

2.16 – Award

Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.”

2.17 - Right to Reject Bids

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

2.18 – Certifications Regarding Lobbying and Debarment, Suspension,

Bidders are instructed to complete both forms including notarization and submit with their bid proposal.

Section 3– Specifications and Requirements

SCOPE.

The purpose of this solicitation is for the purchase of ACTIVE SHOOTER KITS for the New Hanover County Sheriff's Office.

QUANTITIES.

The quantities listed in this solicitation is based on a **one-time purchase only.**

PRICING / DELIVERY.

Bid pricing, which is offered and accepted pursuant to this solicitation, shall be firm and fixed for thirty (30) days after receipt of bid. **Pricing shall be all-inclusive:** the equipment, preparation, packaging, and delivery costs **F.O.B.**

TECHNICAL SPECIFICATIONS

- 1. OD GREEN PLATE CARRIERS**
- 2. STAND-ALONE STEEL PLATES THREAT LEVEL III+ (10 YEAR LIFE) SIZE 10X12)**
- 3. SPALLING COVER 10X12 SHOOTER CUT**

Section 4– Bid Sheet

**NEW HANOVER COUNTY
PURCHASE OF ACTIVE SHOOTER KITS
Price Sheet/Bid Form**

Deadline for Receipt of Bids: TUESDAY, January 15, 2019 at 3:00 PM EST

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.

ADDENDUM # _____ Date _____ ADDENDUM # _____ Date _____

ITEM	QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST
1	138	OD Green Plate Carriers		
2	276	Stand-alone Steel Plates Threat Level III+ (10 Year Life) Size 10X12 inches		
3	276	Spalling Cover 10X12 Shooter Cut		
TOTAL COST				\$

COMPANY/BIDDER'S NAME: _____

OFFICE PHONE: _____ CELL PHONE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

By signing, I affirm I am authorized to represent my firm and to provide the products and/or services required according to this bid response.

AUTHORIZED REPRESENTATIVE (PRINT)

AUTHORIZED REPRESENTATIVE (WRITTEN)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

COMPANY: _____

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

TITLE: _____

EMAIL: _____

DATE _____

Section 5– New Hanover County Purchase Terms and Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the Bill To Department shown on the purchase order.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the Purchasing's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims,

demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not 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; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.

12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller's violation of any laws.

13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.

15. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY COMPLIANCE:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.
23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISREAL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contract valued are exempt from this restriction.
24. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.