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Section 1 – Advertisement

NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
PREPOSITIONING CONTRACT FOR
FUEL SERVICES

Proposals addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “RFP- FUEL SERVICES” Thursday, April 25, 2019 at 5:00 PM.

New Hanover County is requesting proposals from experienced firms for Fuel Services in the event that a disaster should occur. Therefore, as set forth by FEMA, each community should be prepared in advanced for such an occurrence.

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 in the best interest of the County.

Released: Friday, April 5, 2019
Section 2 – General Information

2.1 – Schedule

<table>
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<th>Action</th>
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<tr>
<td>Friday, April 5, 2019</td>
<td>RFP issued.</td>
</tr>
<tr>
<td>Friday, April 12, 2019 @ 5:00 PM EST</td>
<td>Deadline for questions</td>
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<tr>
<td>Wednesday, April 17, 2019</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Thursday, April 25, 2019, 5:00 PM.</td>
<td>Deadline for receipt proposals</td>
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2.2 – Introduction

New Hanover County is requesting proposals from experienced firms for Fuel Services in the event that a disaster should occur. Therefore, as set forth by FEMA, each community should be prepared in advanced for such an occurrence.

Acceptance by the County of any submittal to this Request for Proposals (RFP) for Fuel Services shall not constitute or warrant a contract. The County is not responsible for the cost associated with preparing a proposal and/or participating in any interview that may be requested by the County to aid in the evaluation process.

All payments under the contract resulting from this RFP shall be made only for services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed) from the County.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance Requirements

Bidder shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $5,000,000 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. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL.

Bidder shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability (CUL) insurance with a limit of not less than $5,000,000 each accident. Bidder shall maintain Worker’s 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, CUL insurance shall not be less than $5,000,000 each accident for bodily injury by accident, $5,000,000 each employee for bodily injury by disease, and $5,000,000 policy limit.

Bidder shall maintain Pollution Liability covering losses caused by pollution incidents that arise from the operations of the contractor described under the scope of services of this contract. Bidder’s Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 per claim, with an annual aggregate of at least $5,000,000.

Bidder’s Pollution Liability shall include as an additional insured New Hanover County, its officers, officials, agents, and employees. If Bidder’s Pollution Liability is written on a claims-made basis, the Contractor 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 three (3) years, beginning from the time that work under the contract is complete.

2.4  Questions

Questions concerning this solicitation should be directed to Lena Butler, Purchasing Supervisor at lbutler@nhcgov.com. Questions will be received until Friday, April 12, 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.

2.5  Communication

Other than the contact detailed in Section 2.4-Site, 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.

2.6  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 RFP; if applicable.
2.7 - Cost of Preparation of Response

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

2.8 – Bid Submittal Deadline

Bidders 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.

Bidders are instructed to submit their Proposals in a sealed envelope clearly marked “RFP-FUEL SERVICES” and mail to:

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

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be accepted.

2.9– Authorized Signature

Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.

2.10 – Bid Submittal Deadline

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.

2.11 –Ownership of Documents

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

2.12 - 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.
2.13 - Withdrawal of Proposals

No proposal may be modified, withdrawn, or canceled by the bidder for a period of ninety (90) days following the receipt of bids. Negligence or error on the part of any bidder in preparing his proposal confers no right of withdrawal or modification after the proposals have been opened.

2.14 - 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.

2.15 - 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.

2.16 – 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.

2.17 - Addendum

The RFP 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](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx) to check for the issuance of any addenda before submitting your proposal.

2.18 - 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.

2.19 – 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 Section 3 for Complete Details)

2.20 – Award
Contract shall be awarded based on the Evaluation Factors described in Section 6 of this RFP. The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

2.21 – Term of Contract
The term of the contract shall be for three (3) consecutive years beginning on June 1, 2019.

2.22 - Execution of Agreement
The successful Bidder will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within. The successful Bidder 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.

2.23 - Execution of Agreement
New Hanover County is exempt from Federal Excise Taxes or Transportation Taxes and will provide the bidder a certificate upon request.

2.24– Motor Fuel Tax
New Hanover County is exempt from Federal Excise Tax and NC Motor Vehicle Taxes. A Certificate of Exemption will be provided upon award of contract.

2.25– Payment Terms
Payment is Net 30 days from the date of an approved invoice.
2.26 - Right to Reject Bids

New Hanover County reserves the right to accept or reject any or all proposals in response to this RFP.
Section 3– Federal Uniform Guidance

1. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. **Equal Opportunity.**

   2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1 Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the
compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 **Overtime:** No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 **Violation:** liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such
contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in this Agreement.

4.5 Subcontracts: Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide,
through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**

6.1 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.5 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal
Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. **Suspension and Debarment.**

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,

9. **Procurement of Recovered Materials.**


9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
10. **Access to Records.** The following access to records requirements apply to this contract:

10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5 Bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7 Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.
Section 4– Scope of Work

New Hanover County is requesting proposal for the purchase of pre-positioned fuel services including fuel and fuel delivery to generator sites. Services are requested to be utilized in the event of an emergency for the duration of the emergency. A reliable supply of diesel fuel and unleaded gasoline is essential during an emergency to ensure New Hanover County’s ability to sustain services to residents.

- A minimum of 20,000 gallons of diesel fuel will be purchased and brought onsite prior to the emergency event.
- A minimum of 12,000 gallons of unleaded gasoline will be purchased and brought onsite prior to the emergency event.
- Tanks are to be stationed at New Hanover County Government Center located at 230 Government Center Drive, Wilmington, NC 28403. The tanks should come equipped with dispensing equipment.

Bidder must have sufficient means and methods to provide the necessary tanks with fuel and be capable of pumping and delivering fuel from delivery location to various generator locations. It is expected that the Bidder will supply fuel truck and driver during emergency event to ensure multiple generator sites are refueled. The specific sites and quantities will be specified prior to the emergency and are subject to change during the emergency event.

The selected bidder shall provide sufficient pumping, measuring, and tracking methods. Methods should function with and without a normal power source. Pumps must contain auto shut off nozzles.

The selected bidder is expected to have ample supply of motor fuels, staff, and equipment to dispense such fuels. Include in proposal details concerning product specifications, lead times, task descriptions, scheduling, prices and fees. Bidder shall address the capability to return unused fuel after emergency event.

The bidder must state the deadline required for notification in order to deliver fueling systems and fuel within twenty-four (24) hours of emergency declaration by New Hanover County.

New Hanover County currently utilizes fueling cards and will continue to use these cards for highway fuels. New Hanover County is not a reseller of fuel. At no time will New Hanover County sell fuel for public use.

The site does not have a containment area, so tanks would need to comply with all Federal, State, and Local Regulations for being self-contained/double walled.

The selected bidder will provide all permitting, safety equipment, spill remediation supplies, equipment, labor, and transportation necessary to fulfill this contract.
Fuel Information

» **GASOLINE:**
  - Regular Unleaded Gasoline; minimum 87 Octane rating.

» **DIESEL:**
  - Ultra Low Sulfur Diesel Fuel #2 (ULSD) – CLEAR.
  - Products under the contract shall be free of water or other impurities. Whether or not a place of inspection is specified herein, all materials shall be subject to inspection and tests at all times by the District.
  - Brands of fuel may include unbranded fuel.
  - Biofuels (regular or diesel) are not permitted.
  - All fuel supplied must meet or exceed the most current ASTM specifications relevant to the fuel type ordered.
  - All bulk fuels supplied as a result of this RFP shall meet or exceed all applicable State and Federal government standards and specifications for motor fuel.
Section 5– Qualifications and Submission Requirements

New Hanover County will receive proposals until **5:00 P.M. EST on Thursday, April 25, 2019** in New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403. Proposals received after this time will not be accepted.

All Bidders shall address the following and should conform to the numbering system used below:

1. Letter of transmittal, identifying contact person.
2. Bidder shall submit detailed information explaining the program bidder proposes to furnish.
3. Bidder shall provide an explanation of their approach to or general methods used to perform the services.
4. Minimum of three (3) references for similar types services preferably emergency event services.
5. Bidder shall complete and submit the Bid Form included in Section 7.
6. Bidder shall complete and submit Certification Regarding Lobbying Form.
7. Bidder shall complete and submit Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form.
Section 6– Evaluation Factors

Technical Approach – Bidder’s ability to provide equipment, fuel, and labor in times of emergency. Bidder’s explanation of the program the Bidder is supplying.

Max Possible Score = 50 Points

Cost – Application costs including delivery, installation, tank lease, fuel fixed percentage of mark up over wholes rack price per gallon, equipment lease cost, other costs and fees.

Max Possible Score = 40 Points

References

Max Possible Score = 10 Points

Total Possible Score = 100 Points
Section 7– Proposal Pricing Form

NEW HANOVER COUNTY
Request for Proposals
Fuel Services

Deadline for Receipt of Proposals: Thursday, April 25, at 5:00 PM EST

FUEL PRICING STRUCTURE INFORMATION

The undersigned, having become familiar with the terms and conditions of the RFP and being aware of the proposal documents, hereby proposes to furnish and deliver gasoline, diesel to the New Hanover County, as described. The following prices to be effective on date of award, which will become the base price of the contract. Prices quoted will be exclusive of Federal and NC State taxes.

OPIS PRICING STRUCTURE USE APRIL 15, 2019 AS THE PRICING DATE

The bid margin shall include all freight costs, gross profit, and any and all other charges assessed, needed or required by the Company.

The amount you are bidding (bid margin) is the difference between the then current OPIS Oil Price Information Service (OPIS) publication of the daily contract average “rack price” of fuel and your invoiced amount. The calculation solution to that equation is the selling price to the New Hanover County.

A. GASOLINE  Unleaded (Regular) OPIS Rack Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPIS published rack pricing, exclusive of applicable taxes</td>
<td>$___________</td>
</tr>
<tr>
<td>Federal Spill Fee</td>
<td>$___________</td>
</tr>
<tr>
<td>Federal LUST Fee</td>
<td>$___________</td>
</tr>
<tr>
<td>NC Inspection Fee</td>
<td>$___________</td>
</tr>
<tr>
<td>Freight</td>
<td>$___________</td>
</tr>
<tr>
<td>Profit</td>
<td>$___________</td>
</tr>
<tr>
<td>Additional Charges:</td>
<td>$___________</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$___________</td>
</tr>
</tbody>
</table>
B. DIESEL FUEL Ultra Low Sulfur Diesel Fuel #2 (ULSD) – CLEAR

OPIS published rack pricing, exclusive of applicable taxes $________
Federal Spill Fee $________
Federal LUST Fee $________
NC Inspection Fee $________
Freight $________
Profit $________
Additional Charges: ___________________________ $________
Grand Total $________

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 #___________________ DATED: _______________________
ADDENDUM #___________________ DATED: _______________________

DATE: ______________________ BIDDER: _____________________________
OFFICE PHONE: _______________ CELL PHONE: _____________________________
ADDRESS: _____________________________
EMAIL ADDRESS: _____________________________

______________________________
Printed Name

______________________________
Signature Title
CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding $100,000; must be executed prior to Award)

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Bidder, __________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

______________________________________  __________________________
Date                                    Signature of Bidder’s Authorized Official

______________________________________
Printed Name and Title of Contractors Authorized Official
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is 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 (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), ______________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

_________________________                           ______________________
Date                                                Signature of Bidder’s Authorized Official

_________________________
Printed Name and Title of Contractors Authorized Official