NEW HANOVER COUNTY
REQUEST FOR BIDS
ANNUAL AUTOMOTIVE BODY REPAIR AND PAINTING
RFB # 19-0437

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

CHRIS Coudriet, COUNTY MANAGER
NEW HANOVER COUNTY
REQUEST FOR BIDS
ANNUAL AUTOMOTIVE BODY REPAIR AND PAINTING
RFB # 19-0437

Sealed bids addressed to Sara Warmuth, Director, 200 Division Drive, Wilmington, NC 28401 and marked “RFB# 19- ANNUAL AUTOMOTIVE BODY REPAIR AND PAINTING” will be accepted until 2:00 P.M. EST, Friday, May 31, 2019.

New Hanover County (NHC) is accepting bids for annual automotive body repair and painting for our Property Management Department located at 200 Division Drive, Wilmington NC 28401.

The public bid opening will be Friday, May 31, 2019 at 2:00 p.m. in the conference room of the New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

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 or by contacting Sara Warmuth at swarmuth@nhcgov.com.

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: Friday, May 17, 2019
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
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<tbody>
<tr>
<td>Friday, May 17, 2019</td>
<td>RFB issued.</td>
</tr>
<tr>
<td>Wednesday, May 22, 2019</td>
<td>Deadline for questions. All questions must be submitted in writing to Sara Warmuth, Director (<a href="mailto:swarmuth@nhcgov.com">swarmuth@nhcgov.com</a>).</td>
</tr>
<tr>
<td>Thursday, May 23, 2019</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Friday, May 31, 2019, 2:00 p.m.</td>
<td>Deadline for receipt of SEALED bids.</td>
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</table>

2.2 – Preparation of Bid

2.2.1 Bidders are instructed to submit one (1) original, (1) copy, and one (1) electronic copy on CD or USB in a sealed envelope. Bids should be clearly marked “RFB # 19-0437 – ANNUAL AUTOMOTIVE BODY REPAIR AND PAINTING.”

2.2.2 The bid shall be submitted by 2:00 PM Friday, May 31, 2019 and addressed to:
New Hanover County
Property Management
Attn: Sara Warmuth, Director
200 Division Drive
Wilmington, NC 28401

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 No telephone, electronic or facsimile bids will be considered. Bids received after the time and date for closing will not be considered.

2.3 – Site Visit

Site visits are not required for this bid.
2.4 – Questions
Questions concerning the specifications in this Request for Bids (RFB) should be directed to the Sara Warmuth, Director at swarmuth@nhcgov.com. Questions will be received until Wednesday, May 22, 2019 at 2:00 pm. 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 bid along with the email address will be sent the addendum upon posting.

2.5 – 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 Sara Warmuth, Director email swarmuth@nhcgov.com. If any vendor attempts any unauthorized communication, the bid may be rejected.

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

2.7 - 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.

2.8 – Bid Opening
The public bid opening will be Friday, May 31, 2019 at 2:00 p.m. in the conference room of the New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

2.9 – 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.”

2.10 - Execution of Agreement
The successful Bidder will be required to enter into a formal agreement that is consistent with the bid requirements outlined within. The successful Bidder to whom the Contract is awarded by the County shall within ten (10) days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.

2.11 – Ownership of Documents
All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the bidder.
2.12 - 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.

To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder 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 Bid as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so will result in your Bid being disqualified.

In submitting a Bid, each Bidder 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 Bidder 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 Bidder has designated as a trade secret.

2.13 - 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 ninety (90) days.

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

Limits of insurance required are detailed in the attached Draft Contract.

2.18 - Addendum
The bid 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 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](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx), or email swarmuth@nhcgov.com to check for the issuance of any addenda before submitting your bid.

2.19 - 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/bid.

2.20- Successful Bidder
The Bidder 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.
2.21 – 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):

2.22 – Estimated Activation Period
The Bidder shall be prepared to sign a contract within ten (10) days of bid award. Time is of the essence, and the work must begin within seven (7) days of receipt of the fully executed contract and either purchase order or notice to proceed, and to continue until project is completed.

2.23 – Term and Time/Completion Schedule
   2.23.1 This contract will be for the period of one year from July 1, 2019 through June 30, 2020. Work will commence as needed upon issuance of a purchase order or notice to proceed and will be completed as soon as possible thereafter. All work must be completed prior to June 30, 2020.

2.24 - 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.

2.25 – Draft Contract
A draft contract is attached for review by the Bidder.

Section 3 – Scope of Services

1.0 GENERAL

1.01 The BIDDER shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The BIDDER will
1.02 Performance: The quality of workmanship concerning the services provided for automotive body repair and painting must reflect professional work and conduct.

2.0 SCOPE OF SERVICES

Annual Automotive Body Repair and Painting
Scope of Services

New Hanover County is soliciting bids for annual automotive body repair and painting. Specific project specifications are as follows:

**Body Repair and Painting:**

Vendor shall provide labor and materials for automotive repairs, body repairs and painting of New Hanover County vehicles. Services will include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, painting all or portions of vehicle bodies, and other repair services.

All work will be performed at the vendor’s place of business unless otherwise agreed to in writing. The vendor’s shop must be located within New Hanover County. Vendor must be available during normal working hours Monday thru Friday, 8:00 a.m. to 5:00 p.m.

Vendor shall provide written estimates for body repair and painting. Estimates will include:

- Vehicle Make, Model, and VIN number.
- Itemized description of work to be performed.
- Itemized list of parts.
- Estimated number of labor hours for body repairs, mechanical repairs, and painting.
- Miscellaneous shop supplies
- Sales tax and total repair estimate.

Prior to any repair, the vendor and the County’s Equipment Shop Superintendent will review the estimate and confirm that the estimate accurately describes the condition of the vehicle.

If the County and the vendor cannot agree on an estimate, the County reserves the right to solicit for bids and award repairs to another vendor. Repeated failure to agree on estimates may result in termination of the contract.

Vendor will maintain a secure storage area for all County owned vehicles. Vendor will assume full liability for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the County under this contract.
Vendor shall specify warrantable periods for materials and work performed. Unsatisfactory repairs include, but are not limited to, paint swirls, blemishes, mismatched colors and other defects in body work or paint finish.

Vehicle repairs should be prioritized to minimize vehicle down time. If the vendor is unable to provide quality repairs in a timely manner the County reserves the right to solicit for bids and award to a backup vendor. Repeated assignments to a backup vendor may result in termination of the contract.

Work shall be performed on an as needed basis from 1 July 2019 to 30 June 2020.

3.0 PRICE SCHEDULE

3.1 The contract will be based upon estimated hourly labor, parts and material costs. Prices proposed by the bidder shall include anything necessary to complete the work including mobilization, insurance, labor, equipment, fuel, overhead, profit, and applicable taxes, if any. No minimum or maximum quantity is implied or inferred by this contract.

3.2 All bids must be submitted using the attached Price Sheet/Bid Form.

4.0 BIDDER SAFETY REQUIREMENTS

4.1 BIDDER shall comply with all local, state and federal safety rules and regulations.

4.2 The BIDDER shall be solely responsible for maintaining safety at all work sites. The BIDDER shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.

5.0 OTHER LAWS AND REGULATIONS

BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, OSHA and all health and safety regulations.
NEW HANOVER COUNTY
ANNUAL AUTOMOTIVE BODY REPAIR AND PAINTING
Price Sheet/Bid Form
RFB # 19-0437

TO: Sara Warmuth, Director
New Hanover County
Property Management
200 Division Drive
Wilmington, NC 28401

DATE: ____________________
CONTRACTOR: ______________________

OFFICE PHONE: ____________
CELL PHONE: _______________

ADDRESS: __________________________

EMAIL ADDRESS: ______________________

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, New Hanover County RFB # 19 – 0437 – Annual Automotive Body Repair and Painting, and draft contract, including the following addenda;

ADDENDUM #_________________ DATED: ____________________

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents for the following unit price amounts.

Hourly Labor
Body/Dent Repair $____________
Painting $__________
Mechanical/Electrical $__________

OEM Parts
% discount from manufacturers’ list ________%

Paint Materials Rate $__________

_________________________ _______________________
Signature Title

State of Incorporation
NEW HANOVER COUNTY
ANNUAL AUTOMOTIVE BODY REPAIR AND PAINTING
STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
2) Currently complies with all applicable State and Federal Laws:
3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

________________________________  ________________________________  ____________________________________
Name of Firm  Name of Firm Representative  Title

________________________________
Address of Firm

________________________________
Telephone Number

________________________________
Date

________________________________
State of Incorporation