Section 1 - Advertisement

NEW HANOVER COUNTY
REQUEST FOR BIDS
PARKING DECK EQUIPMENT

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Department, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked “RFB-PARKING DECK EQUIPMENT” will be accepted until 3:00 pm. EST, Thursday, March 26, 2020

The purpose and intent of this RFB is to replace the current parking deck equipment currently installed at the County’s parking deck located at 212 N. 2nd Street, Wilmington, NC, 28401.

Non-mandatory site visit will be held Wednesday, March 11, 2020 at 10:00 AM EST.

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina 28403.

The Bidding Documents may be obtained by visiting the County’s website at https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids.

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

Released: Friday, March 6, 2020
Section 2 Instructions to Bidders

2.1 Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Advertisement</td>
<td>Friday, March 6, 2020</td>
</tr>
<tr>
<td>Non-Mandatory Site Visit</td>
<td>Wednesday, March 11, 2020 @ 10:00 AM EST</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Monday, March 16, 2020 at 5:00 PM EST</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>Wednesday, March 18, 2020</td>
</tr>
</tbody>
</table>
| Deadline for Receipt of Bids       | Thursday, March 26, 2020 at 3:00 PM EST.  
                                        New Hanover County Finance Office  
                                        230 Government Center Drive, Suite 165  
                                        Wilmington, North Carolina 28403  
                                        (Opening to be held in Finance Conference Room 500) |

2.2 Submission of Bid

2.2.1 Bid Bond: A bid bond is not required.

2.2.2 Addressee: Bids must be submitted in a sealed envelope properly marked “RFB-PARKING DECK EQUIPMENT” and shall be addressed to County at the following address:

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

2.2.3 Unacceptable Bids: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Request for Bids will not be acceptable.

2.2.4 Quality: Items offered must meet the specifications called for and the quality must be such that it will adequately serve the use and purpose for which it is intended.

2.2.5 Signature Required: Please be sure to sign your bid. Failure to sign bid prior to submittal shall render bid invalid.
2.2.6 **Late Bids:** Late bids will not be accepted. It is the responsibility of the Bidder to have the bid in the office specified in the Request for Bids by the time and date of the opening.

2.3 **Communication**

After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Purchasing Supervisor by emailing lbutler@nhc.gov. All questions concerning this bid shall be submitted no later than 5:00 P.M., EST, Monday, March 16, 2020.

2.4 **Material and Workmanship**

All equipment furnished will be guaranteed to be new and of current manufacture, to meet all requirements of these specifications, and to be ready for use at time of delivery. All workmanship will be of high quality and accomplished in a professional manner so as to insure that the equipment is functional.

2.5 **Trade Secret Confidentiality**

All bids received and recorded at the bid opening are considered public record and available for public inspection. According to General Statutes 132-1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Contractor while attempting to maximize the availability of information to the public.

2.6 **Time of Bid Opening**

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will not be considered and will be returned to the bidder, unopened.

2.7 **Withdrawal of Bids**

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

2.8 **Award of Contract**

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract.
2.9 **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.

2.10 **Federal Taxes**

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

2.11 **North Carolina Sales Tax**

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

2.12 **Price**

Prices quoted in bid shall include all costs: materials, supplies, labor, shipping, delivery, installation, and training if required. Bidder shall guarantee the prices quoted against any increase during the contract period required.

2.13 **Responsibility of Compliance with Legal Requirements**

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

2.14 **Indemnity**

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

2.15 Insurance.
Minimum Scope and Limits of Insurance

Commercial General Liability

Bidder shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, 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 CGL 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.

County, its officials, agents, and employees are to be covered as additional insureds 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 Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officials, agents, and employees.

Bidder’s CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor’s insurance.

Workers’ Compensation and Employer’s Liability

Bidder 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, CUL insurance shall not be less than $1,000,000 for each accident for bodily injury by accident, $1,000,000 for each employee for bodily injury by disease, and $1,000,000 policy limit.

The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Bidder for County.
Business Auto Liability

Bidder shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services. 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.

Bidder’s Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Bidder’s insurance.

Professional Liability Insurance

1. Bidder shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor’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 the contractor’s services as defined in this contract. Coverage shall be written subject to limits of not less than $1,000,000 per loss.

2. If coverage required in paragraph 1. above is written on a claims-made basis, the Bidder 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 2 years beginning from the time that work under the contract is complete.

Cyber Liability

Bidder shall maintain cyber liability insurance in the amount of $1,000,000 each occurrence and insuring against liability to cover expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identify theft.

Surety Bond (Performance & Payment Bonds)

1. Successful Bidder shall furnish and deliver to the New Hanover County a Payment Bond and a Performance Bond covering the faithful performance and completion of the work included in this Agreement and payment for all materials and labor furnished or supplied in connection with the work included in this Agreement.

2. Said bonds shall be issued and furnished to New Hanover County prior to, and as a condition precedent to, commencement of the work of this Agreement.
3. Each of the Payment Bond and Performance Bond shall be furnished on behalf of the Successful, shall name New Hanover County obligee, and shall be in the amount of one hundred percent (100%) of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of New Hanover County.

4. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury.

5. The bond shall remain in effect at least five (5) years after the date when final payment becomes due.

6. The surety bond must be in the form set forth in NCGS 44A-33, without any variations there from.

7. The Successful Bidder shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

8. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

**Environmental Pollution Liability Insurance**

1. Bidder shall maintain Contractors 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.

2. 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 $1,000,000 per claim, with an annual aggregate of at least $1,000,000.

3. Bidder’s Pollution Liability shall include as an additional insured New Hanover County, its officers, officials, agents, and employees.

4. 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 3 years, beginning from the time that work under the contract is complete.

5. If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, the Bidder must furnish to the New Hanover County evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the New Hanover County under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.
2.16 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 posted on the County’s website. **Answers to questions will be provided no later than Wednesday, March 18, 2020.**

2.17 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.

2.18 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.

2.19 Divestment from Companies that Boycott Israel

The Bidder 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. Contracts valued at less than $1,000 are exempt from this restriction.

2.20 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).

2.21 Right to Reject Bids

The County reserves the right to reject any or all bids.
Section 3 – Project Scope

Parking Facility Information

New Hanover County Parking Deck, located at 212 N. 2nd has 566 parking spaces. The parking dynamic in this garage consist of monthly parkers, New Hanover County employees, transient parkers, Library patrons, Courthouse jurors and nearby hotel valet parking. The garage is staffed with a cashier during prime business hours and utilizes the cash pay in lane and card access during non-prime hours. It is open to the public 24/7. The garage utilizes a VPN through Lanier’s Mako firewall. The Mako firewall is located in the parking booth.

Current Configuration

This parking facility has
· 1 public Entry Ticket Dispenser
· 1 Monthly Card Access Reader
· 1 PIL Exit Device (Cash/Credit)
· 1 Monthly card Access reader
· 1 Cashiered Public Exit
· 2 Barrier Gates
· 1 Viking Intercom

Base Proposal Requirement

New Hanover County Parking Deck

1. 1 barcode entry device, with event pre-sale capabilities
2. 1 exit device with PIL credit card and monthly parking card reader capabilities
3. 2 parking control gates
4. 4 vehicle detection loops
5. 2 UMOJO intercoms & 4 IP Cameras with interface to Lanier’s Remote Monitoring Center in all devices
6. Labor, setup, training, all civil work and old device removal must be included
7. Parking booth will remain in place, cashiered option will no longer be applicable.
8. Proposed Credit Card readers must be End to End (E2E) Encrypted.

Controller, Software and Servers

1. Preferred offsite cloud server options
2. Robust Software and reporting system with customizable reports.
3. System must interface with TYSYS for Credit Card Processing.
4. Integration with IntegraPark’s Paris billing system should be included (1 database).
5. Include cost to integrate with up to two (2) parking reservation systems (e.g. Park Whiz, Spot Hero, etc.).
6. Vendor should include in their proposal the cost to connect the UMOJO NVR so that cameras can be viewed on the monitors in the Lanier office located in the Cotton Exchange area. TV Monitors will be provided by Lanier.

**Other Required Features:**
PARCS system must also have the following features:

1. Voice-over-IP (VoIP) intercoms at designated entry & exit lanes that integrate seamlessly into Lanier Parking’s command center and local parking Office.
2. System must have the ability to switch to a Credit Card on Entry operations, where a customer will simply swipe their credit card at the Ticket Dispenser.
3. Barcode scanners in entry & exit lanes that provide the ability to scan pre-printed passes, barcode tickets or barcodes from smart phones. Event pre-sale capability at entry devices should be included. Vendor should describe how event presale (cash) will be able to tie back to the central server.
4. New communication wiring throughout facilities as applicable.
5. New LED lit barrier gates are preferred.
6. Exterior digital signage, detailing parking occupancy and space available at main points of ingress / egress should be priced as alternate for each parking deck.
7. 2-year warranty, parts labor.

**Pricing**

Pricing should be broken down by devices as noted above. Expected year 3 service contract and or extended warranty costs should be detailed. Any reoccurring software fees should be detailed with a start in year 3.
NEW HANOVER COUNTY
REQUEST FOR BIDS
PARKING DECK EQUIPMENT

Deadline for Receipt of Bids: 300 PM EST, Thursday, March 26, 2020 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.

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)

____________________________________________________________

Date:________________________
PROPOSED PRICING

New Hanover County Parking Deck

NOTE: Parking booth will remain in place, cashiered option will no longer be applicable. Proposed Credit Card readers must be End to End (E2E) Encrypted.

1. 1 barcode entry device, with event pre-sale capabilities
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$____________________

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4. New communication wiring throughout facilities as applicable.
5. New LED lit barrier gates are preferred.
6. Exterior digital signage, detailing parking occupancy and space available at main points of ingress / egress should be priced as alternate for each parking deck.

7. 2-year warranty, parts labor.

$____________________

**Additional Costs**

Detail expected year 3 service contract and/or extended warranty costs. Any recurring software fees should be detailed with a start in year 3.

Year 3 Warranty $____________________

Recurring Software Fees $____________________