

**NEW HANOVER COUNTY
REQUEST FOR BIDS
PURCHASE OF LOW GROUND PRESSURE UTILITY VEHICLE**



COUNTY COMMISSIONERS

JULIA OLSON-BOSEMAN, CHAIR

DEB HAYS, VICE-CHAIR

JONATHAN BARFIELD, JR.

BILL RIVENBARK

ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

Section 1 – Advertisement

NEW HANOVER COUNTY

REQUEST FOR BIDS

PURCHASE OF LOW GROUND PRESSURE UTILITY VEHICLE

Pursuant to NC General Statute 143-129, sealed bids addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked “**RFB-LOW GROUND PRESSURE UTILITY VEHICLE**” will be accepted until **11:00 A. M. EST, Tuesday, May 25, 2021**.

NOTE: The bid opening at **11:00 A. M. EST, Tuesday, May 25, 2021** will be accessible via Microsoft Teams only.

Bidders may Join by Phone:

Dial: 1-336-218-2051

Conference ID: 745 065 279#

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: Monday, May 10, 2021

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
Monday, May 10, 2021	RFB issued
Friday, May 14, 2021 @ 5:00 PM EST	Deadline for questions
Wednesday, May 19, 2021	Questions will be answered via written addendum.
Tuesday, May 25, 2021@11:00 AM EST	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 LOW GROUND PRESSURE UTILITY VEHICLE.”** Mail your bid to:

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

2.2.2 **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 are to be submitted on the price sheet contained in this bid package. Bidders should submit additional information regarding pricing and complete descriptions on additional sheets. **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.

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

2.3 – Bid Opening

The bid opening at **11:00 A. M. EST, May 25, 2021** will be accessible via Microsoft Teams only.

Bidders may Join by Phone:

Dial: 1-336-218-2051

Conference ID: 745 065 279#

2.4– Questions

Questions concerning this solicitation should be directed to Lena Butler, Purchasing Supervisor at lbutler@nhcgov.com. Questions should be submitted no later than **Friday, May 14, 2021 at 5:00 PM EST**. An addendum summarizing all questions and answers will be posted to the County’s website by close of business on **Wednesday, May 19, 2021**. 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

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 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 – 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.

2.9- 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. Any material deemed to be a "trade secret" should be placed in a separate envelope and clearly marked as Confidential. After opening, your bid along with Confidential information will be provided to County staff and others who participate in the evaluation process. Members of the general public who submit public records requests may obtain copies of your bid; however, any Confidential information will not be released.

2.10 - 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.

2.11- 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.

2.12- 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.

2.13 – 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.

2.14 - 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 <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/> to check for the issuance of any addenda before submitting your bid.

2.15 - 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.

2.16 – 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).

2.17 – 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.” The successful Bidder to whom the Contract is awarded by the OWNER shall within ten (10) business days after notice of award deliver to the County all required documents necessary to execute the contract/purchase order. Failure to do so may result in the OWNER exercising its right to negotiate with the next lowest Bidder.

2.18 – Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.19 - 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.

Section 3– Specifications

Low Ground Pressure Utility Vehicle with Amphibious Capabilities

Characteristics

Length:	16'0" (Maximum)
Width:	8'0" (Maximum)
Horsepower:	70 HP (Minimum)
Fuel:	Gasoline or Diesel
Transmission:	Hydrostatic; Zero Turn
Wheels:	Tracks (Steel or Rubber)
Ground Pressure:	1.5 psi (Maximum) under load
Ground Clearance:	9" (Minimum)
Seating:	2 person (Minimum)
Approach/Departure Angle:	25° (Minimum)
Load Capacity (Floating):	1,000 lbs (Minimum)
Load Capacity (Land):	2,000 lbs (Minimum)
Towing Capacity (Land):	2,500 lbs (Minimum)
Warranty:	2-year, 1,000 Hour

Features

- 5,000 LB capacity (Minimum) front winch with synthetic rope (Winch must be adequately sized for self-recovery)
- Auxiliary Hydraulics (30 gpm/3,000 psi)
- Rear 3-pt Hitch (Cat 2)
- Full length overhead material/storage rack
- Full length brush cage
- Windshield with washer and wipers
- Front and Rear Tow Hooks/Anchor Points (2 each – right/left)
- Capability for a front-mounted attachment of an 84-inch (Minimum) width Root/Debris Rake that can be raised and lowered as needed
- Roll Over Protection required over the passenger seating

Section 4– Bid Sheet

**NEW HANOVER COUNTY
PURCHASE OF LOW GROUND PRESSURE UTILITY VEHICLE
Price Sheet/Bid Form**

Deadline for Receipt of Bids: Tuesday, May 25, 2021 at 11:00 AM 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	COST
1	1	Low Ground Pressure Utility Vehicle with Amphibious Capabilities	
SHIPPING/FREIGHT CHARGES			
NC SALES TAX			
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)

Low Ground Pressure Utility Vehicle with Amphibious Capabilities

Bidder must include this sheet with his/her bid.

CHARACTERISTICS	DESCRIPTIONS		
LENGTH	16'0" (Maximum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
WIDTH	8'0" (Maximum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Horsepower	70 HP (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
FUEL		<input type="checkbox"/> GASOLINE	<input type="checkbox"/> DIESEL
TRANSMISSION	HYDROSTATIC; ZERO TURN	<input type="checkbox"/> YES	<input type="checkbox"/> NO
WHEELS	TRACKS	<input type="checkbox"/> STEEL	<input type="checkbox"/> RUBBER
GROUND PRESSURE	1.5 psi (Maximum) under load	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
GROUND CLEARANCE	9" (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
SEATING	2 person (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
APPROACH/DEPARTURE ANGLE	25° (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
LOAD CAPACITY (FLOATING)	1,000 lbs (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
LOAD CAPACITY (LAND)	2,000 lbs (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
TOWING CAPACITY (LAND)	2,500 lbs (Minimum)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
WARRANTY	2-year, 1,000 Hour	<input type="checkbox"/> YES	<input type="checkbox"/> NO
FEATURES			
5,000 lb capacity (minimum) front winch with synthetic rope (which must be adequately sized for self-recovery)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Auxiliary Hydraulics (30 gpm/3,000 psi)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Rear 3-pt Hitch (Cat 2)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Full length overhead material/storage rack		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Full length brush cage		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Windshield with washer and wipers		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Front and Rear Tow Hooks/Anchor Points (2 each – right/left)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Capability for a front-mounted attachment of an 84-inch (Minimum) width Root/Debris Rake that can be raised and lowered as needed		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Roll Over Protection required over the passenger seating		<input type="checkbox"/> YES	<input type="checkbox"/> NO

5- E-Verify

E-VERIFY

(To be submitted with all bids)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.
- This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

Section 6– Minority Business Form

(Submit with Your Proposal)

**Minority & Women Business Enterprise (MWBE) Program
FORM**

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County’s MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this

solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

Section 7– 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. (Not required for purchases of equipment, materials, supplies, and apparatus or when service is not performed on County property.)
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 ISRAEL:** 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. Contracts valued at less than \$1,000 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.