

**NEW HANOVER COUNTY
REQUEST FOR BIDS
GENERATOR MAINTENANCE SERVICES
RFB # 22-0578**



COUNTY COMMISSIONERS

**JULIA OLSON-BOSEMAN, CHAIR
DEB HAYS, VICE-CHAIR
JONATHAN BARFIELD, JR.
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ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

Section 1 – Advertisement

NEW HANOVER COUNTY
REQUEST FOR BIDS
GENERATOR MAINTENANCE SERVICES
RFB # 22-0578

Bids addressed to Sara Warmuth, Chief Facilities Officer, 200 Division Drive, Wilmington, NC 28401 and marked “**RFB # 22-0578 GENERATOR MAINTENANCE SERVICES**” will be accepted until **1:30 P.M. EST, Friday, June 10, 2022.**

Bids may also be emailed to: swarmuth@nhcgov.com. Deadline for receipt of Bids via email is **1:30 P.M. EST, Friday, June 10, 2022.**

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-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: May 6, 2022

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
May 6, 2022	RFB issued.
Wednesday, May 25, 2022, 12 pm	Deadline for questions. All questions must be submitted in writing to Sara Warmuth, Chief Facilities Officer (swarmuth@nhcgov.com).
Friday, May 27, 2022	Questions will be answered via written addendum.
Friday, June 10, 2022, at 1:30pm	Deadline for receipt of bids.

2.2 – Preparation of Bid

2.2.1 Bidders are instructed to submit their bid in a sealed envelope clearly marked “**RFB# 22-0578 GENERATOR MAINTENANCE SERVICES**” Bids may also be emailed to: swarmuth@nhcgov.com.

2.2.2 The bid shall be submitted by **1:30 P.M. EST, Friday, June 10, 2022**.and addressed to:

New Hanover County
Facilities Management
Attn: Sara Warmuth, Chief Facilities Officer
200 Division Drive
Wilmington, NC 28401

Or Send your Bid via email to: swarmuth@nhcgov.com

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 and exhibits(s). Bids **must** be submitted on the price sheet and exhibit A contained in this bid package. Bids submitted that are not on the attached price sheet and exhibits 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 or facsimile bids will be considered. Bids received after the time and date for closing will not be considered.

2.3 – Site Visit

There will be no pre-bid meeting and/or site visit.

2.4 – Questions

Questions concerning the specifications in this Request for Bids (RFB) should be directed to the Sara Warmuth, Chief Facilities Officer at swarmuth@nhcgov.com. Questions will be received until **Wednesday May 25, 2022, at 12:00 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, Chief Facilities Officer 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. Upon receipt of this notification, most recent building plan will be shared with you, if desired. This will also 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

Bids will not be opened publicly. The bid deadline is **Friday, June 10, 2022, at 1:30pm**.

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.”

The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

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 five (5) business 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 <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/>, 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 successful Bidder who is not currently registered as a vendor in the County's vendor database will be required to register. Please visit the County's website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com). For questions, contact David Maurizzi at 910-798-7192 or email dmaurizzi@nhcgov.com.

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): 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).

2.22– Estimated Activation Period

The Bidder shall be prepared to sign a contract within five (5) business days of bid award. Services must begin within ten (10) days of receipt of the fully executed contract and either purchase order or notice to proceed, and to continue until services are completed.

2.23– Term and Time/Completion Schedule

Work will commence upon issuance of a purchase order or notice to proceed and will continue until services are completed. All work must be completed prior to June 30, 2023.

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 be responsible for obtaining all necessary licenses to complete the scope of work.
- 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

New Hanover County Facilities Management seeks a qualified generator maintenance company to provide preventative maintenance services to generators located at various County facilities.

Vendor shall be responsible for servicing generators in accordance with manufacturer's recommendations to ensure each unit is operating as designed for the intended application.

Vendor shall perform service on equipment specified in Attachment A – Generator Data. Vendor shall provide three quarterly and one annual Preventive Maintenance service during each annual contract period.

The vendor must have local Account Manager or Technician within one (1) hour of New Hanover County Government Center at 230 Government Center Drive, Wilmington, NC to perform any service work or for emergency situations.

Preventive maintenance service shall include, but not be limited to, items identified on Attachment B – Service Checklist and as recommended by manufacturer.

All services at all facilities are to take place during normal business hours which are Monday through Friday 7am-5pm.

During preventative maintenance service, vendor shall contact New Hanover County Facilities Management representative of any needed repairs and advise as to the cost of repairs. No repair parts or labor is included in this contract. If repairs are authorized, they will be done so under a separate contract. No additional services shall be provided without the written pre-approval of the Chief Facilities Officer.

Company uniforms must be worn at all times by all employees while on County property.

Contract period will be July 1, 2022, through June 30, 2023 renewable for two (2) additional one (1) year periods through June 30, 2025.

3.0 PRICE SCHEDULE

3.1 The contract will be based upon estimated cost to perform the work as outlined in the Scope of Services. Prices proposed by the bidder shall include anything necessary to complete the work including mobilization, insurance, labor, equipment, fuel, overhead, profit, permits 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 and Exhibit(s) A.

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 ensure 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.

Section 4 – Bid Sheet

**NEW HANOVER COUNTY
GENERATOR MAINTENANCE SERVICES**

Price Sheet/Bid Form

RFB # 22-0578

TO: Sara Warmuth, Chief Facilities Officer
New Hanover County
Facilities 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 # 22 –0578 – GENERATOR MAINTENANCE SERVICES, 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.

Total Year 1 Service: _____

Total Year 2 Service: _____

Total Year 3 Service: _____

Signature

Title

State of Incorporation

Section 5 – Statement of Assurances and Compliance

NEW HANOVER COUNTY

GENERATOR MAINTENANCE SERVICES

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	

Section 6 – Minority & Women Business Enterprise (MWBE) Program

**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.

Signature: _____

Date: _____