

Henderson County Emergency Management



Formal Bid for 2 Prime Mover Vehicles

Due Date: Friday, March 1, 2019

Time: 3:00 PM EST

Location: Henderson County Finance Department

Address: 113 N. Main Street
Hendersonville, NC 28792

NOTICE AND INSTRUCTIONS TO BIDDERS

County of Henderson
Doug Guffey-Purchasing Agent
Phone: 828.694.5023
Historic Court House Annex
113 N. Main Street
Hendersonville, NC 28792

Henderson County will receive sealed bids for the furnishing of 2 prime mover vehicles as specified until **Friday, March 1, 2019 3:00 PM EST** at the Henderson County Finance Department, 113 North Main Street, Hendersonville, NC 28792 where the bids will be publicly opened and read aloud. Bids must be sealed and visibly labeled as "2 PRIME MOVERS". The purchase of these vehicles is supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.

Vehicles must meet all specifications and be the kind and type specified, or an approved equivalent and will be awarded based upon the lowest responsive responsible bidder standard. A manufacturer's build sheet of the proposed equipment shall be included in addition to the completed specifications. The total bid price must include delivery Henderson County Facility Services, 320 Williams Street, Hendersonville, NC 28792. Quoted price(s) should not include any sales or usage taxes but should reflect the actual bid price of the equipment.

The County will entertain bids for current model year. If an error or omission occurs bidder(s) must submit in writing no more than seventy-two hours after the bid opening, a request to withdrawal their bid, excluding Saturdays, Sundays, or Holidays for which Henderson County offices are closed.

All vehicles require 2 sets of keys, temporary tag and all pertinent paperwork upon delivery. This shall include invoice, certificate of origin, odometer disclosure statement, and completed MVR-1 form. No dealer advertisement insignia is allowed on County vehicles. Only identification is OEM plates as shipped.

The County of Henderson reserves the right to reject any and/or all bids received, or to select the bid which, in our opinion, is in the best overall interest of the County.

Complete specifications shall be included on all equipment. The bidder must meet all of the above requirements for bid to be considered.

Doug Guffey, Purchasing Agent

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

TYPE	DELIVERY TIME	UNIT PRICE	Extended Price
VEHICLE			
BID ALTERNATE 1: EMERGENCY LIGHTING			
BID ALTERNATE 1: COST OF INSTALLATION			
BID ALTERNATE 2: KENWOOD RADIO			
BID ALTERNATE 2: COST OF INSTALLATION			
Total Cost			

PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 90 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW

Warranty period: _____

Printed Name of Firm Representative

Name of Firm Submitting Proposal

Signature of Firm Authorized Representative

Firm Address

Title

Telephone Number

Email Address

****Please select whether you are defined as a Historically Underutilized Business (M/WBE)****

- Yes
- No

Henderson County, North Carolina
 Emergency Management
 Specifications for 2 Prime Mover Vehicles

It is the intent of these specifications to set up minimum requirements for **2 Prime Mover vehicles** as specified. These specifications must be considered as minimum requirements. If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. Any reference to a model or brand is only to denote quality and does not mean that equal equipment will not be considered.

Standard Equipment Plus

<u>Specifications</u>	<u>Compliance/Exception</u>
I. <u>Vehicle</u>	
a. <u>General</u>	
i. Wheelbase: Minimum 170"	_____
ii. Cab to Axle Minimum of 60"	_____
iii. Color: White	_____
iv. Crew Cab	_____
v. 4 Wheel Drive	_____
b. Engine	
i. Minimum 6.7 L V8 Turbo Diesel	_____
ii. Horsepower: Minimum 330	_____
iii. Torque: Minimum 750 lb.-ft	_____
c. Transmission	
i. Minimum 6-Speed automatic	_____
d. <u>Interior</u>	
i. Color: Gray	_____
ii. Vinyl Seats	_____
iii. Air conditioning	_____
e. Exterior	
i. Tow Hooks-(2) front, black	_____
ii. Manufacturers standard tinted windows	_____

<u>Specifications</u>	<u>Compliance/Exception</u>
f. Trailering/Hauling	
i. Trailer break controller	_____
ii. Minimum Maximum payload of 12,700 lbs.	_____
iii. Minimum towing capacity of: 16,000 lbs.	_____
g. Options	
i. Power Equipment Group	_____
ii. Backup Camera	_____
iii. Platform running boards	_____
iv. Shall have 6 standard factory installed auxiliary upfitter switches	_____
h. Vehicle Warranty	
i. Minimum Bumper to Bumper: 3 year/36,000 miles	_____
j. Minimum Powertrain: 5 year/60,000 miles	_____

II. Bed Specifications

a. TG Mountaineer Aluminum	
i. Minimum 9'2" X 94" aluminum bed,	_____
1. 12" centers,	_____
2. Deluxe light package,	_____
3. Stake pockets	_____
4. Rubrails	_____
5. DOT Tape	_____
6. HD Head rack	_____
7. Rear Step	_____
8. Cargo Lights	_____
9. Goose Neck Opening	_____
10. Acid cleaned	_____
11. Prewired	_____

<u>Specifications</u>	<u>Compliance/Exception</u>
ii. 2 smooth aluminum toolboxes 36” long X 16” high X 16” deep to be mounted under the body in front of the rear wheels	_____
iii. Goose Neck Hitch (FOR T7G ALUMINUM BEDS)	_____
iv. Shall have a 7 pin trailer plug mounted on the rear face of the bed plate to the left of the hitch opening.	_____
b. Warranty	
i. Manufacturers standard (Please Define) :	_____

III. Bid Alternates

Henderson County reserves the right to select Alternate 1 and/or Alternate II or any combination thereof. Alternate 1 and Alternate 2 should have the product cost and the installation cost indicated clearly on the Proposal sheet. Delivery times should indicate how long the upfitter will take to complete the installation once the vehicle is received by them.

a. Alternate 1: Emergency Lighting & Installation

i. Whelen Inner Edge FST, 10 Lamp (Red)	_____
▪ Interior Bar Light-Mounted at the top portion of the windshield with antiglare back screens	_____
ii. Vertex Red LED Hideaways 9ft Cable x 2	_____
▪ Mounted in the taillights	_____
iii. Whelen ION Red/Clear Split x 4	_____
▪ (2) Front Grill mounted in top portion opening, (2) One on each side of Bed above Wheel	_____
iv. ION Red LED x2	_____
▪ Mounted to the rear in back glass near the top of windshield to still be seen with Bed on.	_____
v. Whelen Alpha SL Remote Siren	_____
▪ Wired to Second auxiliary upfitter Switch and then wired to horn for	_____

<u>Specifications</u>	<u>Compliance/Exception</u>
tone control	_____
vi. Whelen Pancake Speaker	_____
vii. Whelen Speaker Bracket	_____
viii. Lights should be wired to the first auxiliary upfitter switch	_____
ix. Shall have a lifetime warranty on the wiring and the installation	_____
b. Alternate 2: Kenwood Radio & Installation	
i. NX-5700	_____
ii. NX-5900 (700/800)	_____
▪ License Key P25 Conv	_____
▪ License Key P25 Trunking	_____
iii. Dual Deck, Single Control Head, Multi Band Kit w/ Simultaneous receiver	_____
iv. GPS Antenna mobile	_____
v. VHF Antenna, 3db gain	_____
vi. 740-870mhz low pro antenna, 2db gain	_____
vii. 3/4" Solid Coax kit x 2	_____
viii. Necessary power and hardware for connection per the manufacturer's specifications. Radio to be powered by the ignition switch	_____
ix. Control head and transceiver mounting location to be coordinated with customer at time of installation	_____

IV. Delivery

- a. Please deliver to Henderson County Facility Services, 320 Williams Street, Hendersonville, NC 28792 with 2 sets of keys, and 1 owner's manual.

V. Titling

a. Vehicles shall be titled as follows:

i. Vehicle 1

Graham County
70 West Fort Hill
Robbinsville, NC 28771

ii. Vehicle 2

County of Henderson
113 N. Main St.
Hendersonville, NC 28792

VI. Terms and Conditions

I. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

II. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

III. FEDERAL FUNDS: The source of funds for this contract is federal funds (US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management), therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

A.) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all

contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- B. Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The 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 the Federal awarding agency.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 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 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 on his or her behalf in connection with the awarding of 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 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 and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

H. Procurement of Recovered Materials CFR § 200.322

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

I. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

IV. Certification of Compliance with EPA Regulations

When federal funds are expended by Henderson County for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

V. Compliance with Buy America Provisions (41 U.S.C. Sections 8301 through 8305).

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

VI. Title VI of the Civil Rights Acts of 1964

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

VII. Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F

Bidders shall be compliant with the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F.

VIII. Iran Divestment

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- i. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- ii. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- iii. That the undersigned is authorized by the Vendor to make this Certification

IX. E-Verification

Contractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must verify compliance with the E-verify, NCGS 160A-20.1(b).

X. Compliance with Department of Homeland Security Terms and Conditions: Version 7.1

Bidder shall be compliant with the Department of Homeland Security Terms and Conditions: Version 7.1 as applicable.

<https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%20Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-17.pdf>

XI. Compliance with Purchase Order Terms & Conditions

<https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

XII. Certificate of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business entity

XIII. Public Record

All bid documents pertaining to this bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

XIV. Disadvantaged Business/Minority Business Participation

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____