

## **REQUEST FOR PROPOSALS**

Request for proposals for eight (8) propane retrofit kits for the purchase, complete installation, and any necessary training of operation for the user and garage staff. Will be received by the County of Stokes Support Services Supervisor, on or before **Wednesday, February 26, 2020** Specifications can be obtained by contacting the County at (336) 593-2452. County of Stokes reserves the right to reject any or all proposal received, to waive any informality, and to determine the low bidder in the case of tie bids.

Glenda Pruitt  
Support Services Supervisor

## **Section 1 - Bidder Instructions**

### **1.1 Intent of this Request for Proposal (RFP):**

The attached RFP specifications are intended as a guide to all prospective bidders for providing eight (8) propane retrofit kits for the purchase, complete installation, and any necessary training for the operator and garage staff.

Any omission or deviation from the attached specifications shall not relieve bidders from the responsibility of furnishing County of Stokes with eight (8) propane retrofit kits for the purchase, complete installation, and any necessary training of operation for the user and garage staff. All specifications shall be followed and a fixed price for each must be shown.

Details included in this RFP are meant to be typical and are not meant to exclude any bidder who is otherwise qualified. It will be the responsibility of bidders to include in their proposal all of the necessary equipment and items needed, even if not specified, to provide this service. All proposals submitted shall be for a **complete turnkey job**.

Any and all omissions or deviations from the attached specifications shall be clearly pointed out in the bidder's proposal using attachment "A", along with the reasons for such deviations.

All proposals submitted shall include line item pricing for all items, if requested.

### **1.2 Issuing Office and Inquiries:**

This Request for Proposal (RFP) is issued by the County of Stokes Support Services Department. All inquiries, clarifications, or interpretations regarding this RFP should be directed to:

Glenda Pruitt  
Stokes County Support Services Department  
P.O. Box 20  
1014 Main Street  
Administrative Building  
Danbury, NC 27016  
(336) 593-2452  
gpruitt@co.stokes.nc.us

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each vendor to inquire about any aspect of this RFP that is not fully understood or is believed to be susceptible to more than one interpretation.

### **1.3 Important Dates:**

Bid Opening: **Wednesday, January, 29, 2020**

#### **1.4 Submission of Proposals:**

All Proposals must be presented on the bid form attached to this RFP in a sealed package and mailed, emailed or delivered to:

Stokes County  
Attn: Glenda Pruitt  
P.O. Box 20  
1014 Main Street  
Administration Building  
Danbury, NC 27016  
[gpruitt@co.stokes.nc.us](mailto:gpruitt@co.stokes.nc.us)

The package or email shall be plainly marked, **propane retrofit kits** No responsibility shall attach to the County for the premature opening of any bid proposal not properly addressed or identified.

#### **1.5 Submission Date, Location**

Proposals will be accepted on or before **Wednesday February 26, 2020**

In order to be considered for selection, proposals must be received by the County of Stokes as indicated. The bidding process will close at 4:00 p.m. Failure to meet this deadline will disqualify the proposal.

#### **1.6 Proposals Property of the County:**

All proposals submitted in response to this RFP become the property of the County once they are opened. Supporting technical manuals will be returned at the written request of the bidder. All submitted proposals and supporting material are a matter of public record.

#### **1.7 Bid Content:**

Bidders may not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that all information provided is accurate, complete, and consistent. Omission of any of the required information may subject the vendor's bid to disqualification.

#### **1.8 Addenda:**

Any addenda to these bidding documents shall be issued in writing and will become part of this RFP. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into an addenda. It is the responsibility of the bidder to contact the County before submitting a bid proposal to find out if any addenda have been issued and to request such addenda. Should any questions arise, all bidders shall submit them in writing to Mrs. Glenda Pruitt at [gpruitt@co.stokes.nc.us](mailto:gpruitt@co.stokes.nc.us), no later than Friday, February 7, 2020

### **1.9 Exceptions:**

The vendor must itemize all exceptions to the specifications included in this RFP on the attached Exception Form, referencing the section by number to which the exception is taken. Any RFP section to which the vendor does not take an exception to will be considered as agreed upon by the bidder.

### **1.10 Evaluation of Proposals:**

The County's staff will evaluate all proposals. However, the County may involve an outside consultant in the evaluation process. Proposals will be evaluated using the criteria outlined below:

- Ability to meet RFP specifications
- Agreement to contract requirements
- Cost
- Qualifications of bidder
- References

A proposal may be eliminated from consideration at the County's option for failure to comply with any required specification, depending on the nature and extent of non-compliance.

In addition to meeting the RFP specifications, proposals will be evaluated for the ability of a bidder to provide, in the County's opinion, the best overall solution to meet the County's objectives for this project.

### **1.11 Best Prices:**

Recommendation of award to the Stokes County Board of Commissioners will be made without any further negotiation based upon receiving competitive proposals; therefore, the best price available to the bidder should be submitted in response to this RFP.

### **1.12 Rejection of Bids:**

The County of Stokes reserves the right to reject any or all bids, with or without cause, when such rejection is in the best interest of the County. The County of Stokes also reserves the right to reject any bid from a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the County.

### **1.13 Notification of Selected Proposal:**

The County will notify the selected vendor in writing when the bid is awarded. The selected vendor will have ten (10) days from the date of notification to sign a contract with the County.

**1.14 Contract:**

Upon acceptance and award of a bidder's proposal, the contract between the vendor and the County shall consist of (a) the RFP and addenda, (b) the selected proposal and any attachments thereto, and (c) all written communications between the County and the vendor concerning this transaction. The RFP will govern in the event of conflict between the contract and the selected vendor's proposal.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**1.15 Price Protection:**

All bidders must affirm in their proposals that prices shall remain the same and will not be subject to an increase for the term of this contract.

**1.16 Default:**

In case of default of the vendor, the County may procure the articles and/or services called for in the contract from other sources and hold the selected vendor responsible for any excess cost. The performance of the contract may be terminated by the County of Stokes in accordance with this clause, in whole or part, in writing, whenever the County determines that the vendor has failed to meet performance requirements of the contract.

**1.17 Assignment or Subcontracting:**

The selected vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without previous consent and approval in writing by the County.

**1.18 Governing Law and Forum:**

The contract between the County and the bidder shall be governed in accordance with the laws of the State of North Carolina.

**1.19 Payment/Invoicing:**

Stokes County  
Attn: Glenda Pruitt  
P.O. Box 20  
1014 Main Street  
Administration Building  
Danbury, NC 27016  
[gpruitt@co.stokes.nc.us](mailto:gpruitt@co.stokes.nc.us)

Payment will be made to the contractor within thirty (30) days after receipt of invoice(s).

**1.20 Indemnification:**

The selected vendor shall hold the County harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorney’s fees, that (a) arise out of, are connected with, or result directly or indirectly from the vendor’s failure to perform any of its obligations under the RFP; or (b) are a result of breach of any of the vendor’s warranties. The indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the vendor terminates or expires, and they shall be terminated only by the written agreement of the vendor and the County.

**1.21 Fund Availability:**

Any contract resulting from this solicitation is deemed in effect only to the extent of available appropriations.

**1.22 Liability:**

The vendor shall act as an independent contractor and not as an employee of the County of Stokes. The vendor shall be required to indemnify, defend, and hold and save harmless Stokes County, its officers, agents, and employees, from damages arising from the vendor’s performance of, or failure to perform, any task or duty as required to be performed by the vendor.

**1.23 Insurance Requirements:**

The selected vendor shall be required to carry and keep in force at all times, Commercial General Liability, Business Automobile Liability, Workers’ Compensation and Employers’ Liability insurance to cover all claims made by the public or his/her employees during this contract and will furnish the County evidence that such coverage is in force prior to contract execution.

Commercial General Liability Coverage: Contractor(s) shall maintain occurrence version commercial general liability insurance coverage with a limit of not less than \$2,000,000 per occurrence and will be primary with respect to any insurance programs covering the County, its officials, officers, and employees.

Business Automobile Coverage: Contractor(s) shall maintain business automobile liability insurance coverage with a limit of not less than \$2,000,000 per each accident. Such insurance shall include coverage for owned, hired, rented or leased vehicles.

Workers’ Compensation: Contractor(s) shall maintain workers’ compensation insurance with North Carolina statutory limits and employers’ liability insurance with limits of not less than \$100,000 each accident.

**1.24 References:**

All proposals submitted shall include a list of references, with contact names and telephone numbers.

### **1.25 Termination for Convenience:**

The County of Stokes reserves the right to terminate the contract in whole or in part by giving the vendor written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination from the County, the vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the contract shall continue during such notice of any obligations to the extent of such responsibility has not been excused by breach or default of the vendor.

Upon termination, the vendor shall invoice the County for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a professional fee or expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination.

### **1.26 Proposal Information:**

All submitted proposals should include the following:

1. List of references
2. Bid proposal form
3. Exception Form
4. Contact person and telephone number for the vendor making the proposal
5. Vehicle descriptions and number of vehicles available for use
7. Experience propane retrofit kits

**Section 2 - Specifications –Vehicle Information:**

The propane retrofit kits are being proposed for installation onto eight (8) vehicles in the Sheriff’s department. Vin number, year, make and model of each vehicle is listed below:

<b>VIN#</b>	<b>YEAR</b>	<b>MAKE</b>	<b>Model</b>
1FAHP2MK5GG122737	2016	FORD	INTERCEPTOR
1FAHP2MK2HG102838	2017	FORD	INTERCEPTOR
1FAHP0MK2HG102835	2017	FORD	INTERCEPTOR
1FAHP2MK2HG102836	2017	FORD	INTERCEPTOR
1FAHP2MK7GG101355	2016	FORD	INTERCEPTOR
1FAHP2MK7JG174324	2018	FORD	INTERCEPTOR
1FAHP2MK2HG102840	2017	FORD	INTERCEPTOR
1FAHP2MK5JG114323	2018	FORD	INTERCEPTOR



## **Exception Form**

List all exceptions taken from attached bid specifications.

**BID PROPOSAL FORM      ATTACHMENT A**

Project: Propane Retrofit Kit

Bid Close Date: **Wednesday, February 26, 2020**

To:                    County of Stokes  
                         PO Box 20  
                         Danbury, NC 27016

From:                \_\_\_\_\_  
                         Name of Bidder

The undersigned as bidder, proposes to provide County of Stokes with eight (8) propane retrofit kits, installation, and any necessary training for the user and garage staff:  
May attach proposal to form if needed make note to see Attachment and sign form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A copy of the bid specifications is included with this proposal. Any and all exceptions taken have been noted on the exception form.

I, (WE), the undersigned as bidder, agree to indemnify and save harmless the County of Stokes from any lawsuits, actions, damages, and cost in every name and description resulting from infringement of any patent, trademark, copyright, or alleged negligence.

I, (WE), the undersigned as bidder, certify that this bid proposal is made without connection with any other person, company or parties bidding on this contract, or with any officer or employee of the County of Stokes, and it is in all respects fair and in good faith without collusion or fraud.

I (WE), the undersigned as bidder, certify that I, (WE) will adhere to all provisions of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act and other equal opportunity requirements established by laws and regulations.

I (WE), the undersigned as bidder, agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, political affiliation or national origin.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name

By \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number \_\_\_\_\_

Federal ID/Social Security Number \_\_\_\_\_