

INVITATION TO BID



C.F. Pope Elementary School Generator

ITB # 25-295

Issued: February 5, 2025

Optional Site Tour: February 13, 2025 at 11:30am

Deadlines for Questions: February 21, 2025 at 1pm

Sealed Proposals Due: February 26, 2025 @ 2pm



Trisha Newton, Purchasing Manager

PO Box 1578 • 805 S. Walker Street • Burgaw, NC 28425

910.259.1281 • purchasing@pendercountync.gov

CONTENTS

SCHEDULE2

OVERVIEW.....3

PURPOSE3

SPECIFICATIONS4

WITHDRAWAL OF BID5

BID BOND.....6

OPTIONAL SITE TOUR.....6

QUESTIONS6

PREPARATION AND SUBMISSION OF BID7

MINORITY PARTICIPATION8

INSURANCE REQUIREMENTS.....8

AWARD.....8

TERMS AND CONDITIONS.....9

SCHEDULE

Invitation to Bid Issued	February 5, 2025
Optional Site Tour	February 13, 2025 at 11:30am
Deadline for Questions	February 21, 2025 at 1:00 pm
Bid Due Date/Time/Location	February 26, 2025 at 2:00 pm
Recommendation to the BOC	March 10, 2025
Execution of Contract and Notice to Proceed	No Later than March 20, 2025
Deadline for all work to the complete as required by the NCEM Grant	December 31, 2025

*County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.
Interested Contractors must monitor the Pender County website at www.pendercountync.gov/bids for the most up to date information.*

OVERVIEW

C.F. Pope Elementary School is located at 400 N. Wright Street, Burgaw, NC, 28425. In addition to serving students in the Burgaw community as a school, C.F. Pope Elementary is also utilized by Pender County government as a primary shelter for storm emergencies. The building used for this shelter is the northeast building on the map provided in Appendix A – Photos, hereafter referred to as “K-Wing”. The total square footage of this area is 14,832.

The proposed generator shall continue to power standard school operations to minimize school closings and offer an automatic solution of power when emergencies occur. During major events, County management mobilizes use of the K-Wing for key operations, food distribution, and shelter facilities. During a power outage, the proposed generator shall automatically continue to power the shelter operations.

In the past, school facilities have been impacted by power outages leading to school closings and even required mold remediation. The service of this generator will ensure operations of the school will continue during emergencies, maintaining service to citizens by both the school system and county government.

PURPOSE

Pender County Government invites qualified Contractors to bid on the purchase and installation of a 500kw diesel generator with automatic transfer station switch, fuel tank, wiring, permitting and a minimum of a one year warranty for C.F. Pope Elementary School, located at 400 N. Wright Street, Burgaw, NC, 28425.

Contractors are required to quote equipment that is a current model still supported by the manufacturer and not approaching end of life. Contractors are required to have a North Carolina Unlimited Electrical Contractors License. The Contractor shall provide a timeline of the project and agree to have 100% complete by December 31, 2025 as required by the grant funding the project.

Upon completion of the installation, the Contractor will be required to contract a qualified third party to inspect and test the generator. The Contractor will also be required to conduct a demonstration and training for the applicable Pender County School staff and County staff (Emergency Management).

The county has received an Emergency Management Local Emergency Shelter Capacity Grant in the amount of \$416,802 for this project.

SPECIFICATIONS

This project is expected to be a turn key project where the Contractor secures applicable permits, procures supplies, provides labor and installs per the manufacturer's specifications. The Contractor will be responsible for coordination with Pender County Schools and the local utility service.

The Contractor must contract third party testing. Ideally, this would be a representative of the manufacturer and must be approved by the county in advance. Upon project completion, the Contractor will be required to conduct training for select staff of Pender County and Pender County Schools.

The project must include the following:

- 500kw Diesel Generator
- 3-Phase, 480/277 voltage
- Concrete pad foundation
- Built in fuel tank
- 600-1200 amp Automatic Transfer Switch with Programmable Exercise Timer
- All conduit and wiring per manufacturers guidelines and applicable codes
- Fuel for testing

The Contractor must perform the following:

- Obtain all permits for the project. This project will be under the jurisdiction of the Town of Burgaw's building inspector.
- Create a schedule, monitor project progress and keep project on track to be completed by December 31, 2025
- Conduct all work affecting the power supply outside of school hours. All work must be coordinated with Pender County School Facility Staff as to ensure minimal to no interruption with school activities.
- Contact Pender County Schools Maintenance department to request relocation of any storage containers interfering with the construction.
- Make all connections associated with the completion of the interconnection wiring between the generator, the ATS and all accessories.
- Weather proofing to the fullest extent possible
- Installation of the maximum size and number of concrete safety bollards permitted
- Coordinate removal and relocation of power supply with Duke Progress
- Contractor shall be responsible for all initial testing, start-up, and commissioning of the new standby generator system and all associated components, with support from County personnel, including but not limited to: conductor insulation resistance testing, visual inspection, battery checks, block heater functional checks, protective interlock functional checks and automatic transfer switch functional checks.

- Contractor shall perform and provide record of load testing of generator(s) using a load bank in accordance with manufacturer recommendations.
- Contractor shall perform functional testing of the complete installed and connected standby generator system, including simulated loss and restoration of utility power utilizing actual connected loads.
- Contractor shall provide personnel and services required for testing, pre-commissioning, commissioning, start-up and site personnel training.
- Contractor must verify any/all alarms and safety features are functioning properly
- Contractor must provide third party inspection and testing

All products shall be installed per the manufacturer's guidelines and in compliance with all applicable codes and industry best practices, including, but not limited to, The National Electrical Code (NEC), North Carolina building codes, Pender County building codes, Town of Burgaw Building codes, federal specifications, ASTM specifications, OSHA, etc. It shall be understood that compliance is with the latest edition including addenda published prior to the date of the contract documents.

The awarded contractor must ensure thorough communication throughout the project with both Pender County and Pender County Schools:

Pender County School System Maintenance Director Glenn Rodgers
glenn_rogers@pender.k12.nc.us, mobile: 910.540.3787

Pender County Emergency Management Director Tommy Batson
tbatson@pendercountync.gov, mobile: 910.470.4721

WITHDRAWAL OF BID

Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of one hundred twenty days (120) after the time and date of opening except as provided by G.S. 143-129.1.

A bidder submitting a bid for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment may withdraw the bid from consideration after the bid opening without forfeiture of his bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

A request to withdraw a bid must be made in writing to the County prior to the award of the contract, but not later than 72 hours after the opening of bids. If the work or purchase is rebid, under no circumstances may the bidder who has filed a request to withdraw be permitted to rebid the work or purchase.

BID BOND

A deposit equal to not less than five percent (5%) of the bid amount must accompany the bid. The bid deposit may be in any of the following forms: a. Cash b. Cashier's check c. Certified check d. Bid bond executed by a surety licensed in North Carolina The bid deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required.

A Bid Bond Equal to 5% of the bid price is required by all bidders. The successful bidder will be required to provide Performance and Payment bonds equal to one hundred percent (100%) of the contract price.

Bid Bonds shall be placed in a separate envelope labeled with the submitting Contractors contact information and "ITB 25-295 C.F. Pope Elementary School Generator – Bid Bond".

OPTIONAL SITE TOUR

An optional Site Tour will be provided on February 13, 2025 at 11:30 am. Interested Contractors are encouraged to attend. Email purchasing@pendercountync.gov to register for the Site Tour and receive specific instructions on where to meet. Failure to register will not prohibit a Contractor from participating.

QUESTIONS

A written record of all questions and answers will be provided by email to all Proposers who have notified the County of their intent to submit a Proposals, as well as on the County website. Questions about this ITB shall be directed to Trisha Newton, Purchasing Manager, purchasing@pendercountync.gov. Questions and Answers will be posted within the advertisement on the county webpage as received. After the deadline for questions, an addendum documenting all questions and answers will be issued.

No contact shall be made with County personnel other than the contacts listed herein. The County will not be responsible for any oral representations outside of the information provided at the Site Tour.

PREPARATION AND SUBMISSION OF BID

Sealed bids are due not later than February 26, 2025 at 2:00 pm, at which time a formal bid opening will be conducted in the County Commissioners Chambers, 805 S. Walker St., Burgaw, NC 28425.

Bids may be hand delivered or sent via UPS/FedEx/Courier to:

ATTN: Trisha Newton, Purchasing Manager
Pender County Finance
805 S. Walker St. Burgaw, NC 28425
Burgaw, NC 28425

Bids may be sent by the mail via the USPS to:

ATTN: Trisha Newton, Purchasing Manager
Pender County Finance
805 S. Walker St. Burgaw, NC 28425
Burgaw, NC 28425

All bids must be clearly marked "ITB 25-295 C.F. Pope Elementary School Generator". Bid bonds must be packaged and labeled in a second sealed envelope. For example, if you send your bid via FedEx, the outer envelope should contain two sealed inner envelopes with one labeled the bid bond.

Total cost should be broken down into generator cost, transfer switch cost, permitting, fuel, installation and support/maintenance for one year using the enclosed bid form. In consideration of lead time for the generator delivery and working around the school calendar, please provide a proposed timeline.

Additionally, please provide a brief description of two projects that are similar in scope and size for references. For each project listed, please include the name of the entity and the name and contact information for personnel who would be familiar with the work performed.

A draft contract shall be included in the bid package.

Bid Checklist:

- Bid Bond in a separate envelope labeled "ITB 25-295 C.F. Pope Elementary School Generator – Bid Bond"
- Bid Form
- Manufacturer specifications on proposed products
- Project Timeline
- 2 References
- Draft Contract
- Iran Divestment Certification
- Minority Outreach Certification
- Non-Collusion Affidavit

INTENT TO BID

Contractors may email an intent to bid to purchasing@pendercountync.gov . As a courtesy, Pender County will provide updates to the email address provided. However, Contractors are ultimately responsible for monitoring the Pender County website for Addenda.

MINORITY PARTICIPATION

The Contractor will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, AsianPacific Americans, and Asian-Indian Americans. Bidders should submit along with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract.

The Contractor shall include with his bid his/her a completed Identification of HUB Certified/Minority Business Participation form and Affidavit A or Affidavit B. With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors. The document, "Pender County Minority and/or Women Business Enterprise (M/WBE) Program" including Affidavits are hereby incorporated into and made a part of this contract.

Minority Participation Outreach documents must be submitted as part of the bid package. See pages herein.

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, availability of equipment in the consideration of award. The Pender County Board of Commissioners will award the bid.

INSURANCE REQUIREMENTS

The selected firm shall furnish a copy of an original Certificate of Insurance, naming Pender County as an additional insured within 10 days of notice of contract award. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Pender County Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to subcontract any part of the work to be completed under this contract.

TERMS AND CONDITIONS

Pender County requires adherence to the general purchase order Terms & Conditions that can be reviewed at: <https://www.pendercountync.gov/DocumentCenter/View/3002/Pender-County-Contract-Terms-and-Conditions> . Failure to comply with these Terms and Conditions or any other provisions of the General Statutes of North Carolina will result in rejection of the bid.

1. **Indemnification:** Proposer agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Proposer, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Proposer to indemnify Pender County to the extent permitted under North Carolina law.

2. **E-Verify:** By responding to this RFP, Proposer agrees to comply with the requirements of Article 2 of Chapter 64 of the General Statutes, as applicable.

3. **Availability of Funds:** Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

4. **Conflict of Interest:** All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from Contractors and contractors is prohibited under G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

5. **Trade Secrets/Proprietary Info:** Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to G.S 66-152(3) and 132-1.2.. However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is Pender County Invitation to Bid # 25-295, C.F. Pope Elementary School Generator | Page 9

necessary. Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the ITB while attempting to maximize the availability of information to the public. 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. 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 may result in your Bid being disqualified. In submitting a Bid, each applicant 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 applicant 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 Applicant has designated as a trade secret.

6. **No Assignment:** of the resulting contract may take place without the express written permission from the County. This includes assignment or sale of the Proposer to another institution

7. **Public Record:** Any material submitted in the bid package will become a "public record" once bids are opened and shall be subject to public disclosure consistent with North Carolina General Statutes. (G.S.132-1, 132-6, 143-131)

8. **Audit:** All procurement documents and contracts will be subject to audit. The Contractor will give full and free access to all records and materials necessary to perform audit fieldwork, including data stored on computer systems, for the County and its authorized representatives. This provision applies to any subcontractor as well.

9. **Reserves the right to amend.** The County reserves the right to amend, at any time, any part of this ITB upon publication on the County website at www.pendercountync.gov/bids and to change any of the scheduled dates, including the bid due date. All changes will become part of this ITB and will be incorporated into the agreement entered between the County and the Contractor.

10. **Reserves the right to reject any/all 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.

11. **Cost of bidding and Materials Submitted:** The County is not liable for any costs or expenses incurred by the Contractor in participating in a site tour or in the preparation of a bid. All materials submitted become the property of the County.

12. **Retainage:** Pender County will hold no more than 5% retainage on a general contractor where the contract value is \$100,000.00 or more as allowed by G.S. §143-134.1(b1)(1)

13. **Dispute resolution:** Pender County shall use the dispute resolution process adopted by the State Building Commission pursuant to G.S. 143-128(f1) and 143-135.26(11).

14. **Certification Regarding Suspension and Debarment:** By providing a bid in response to this ITB, the Contractor is asserting eligibility to contract with Pender County and is not listed on any suspension or debarment list.

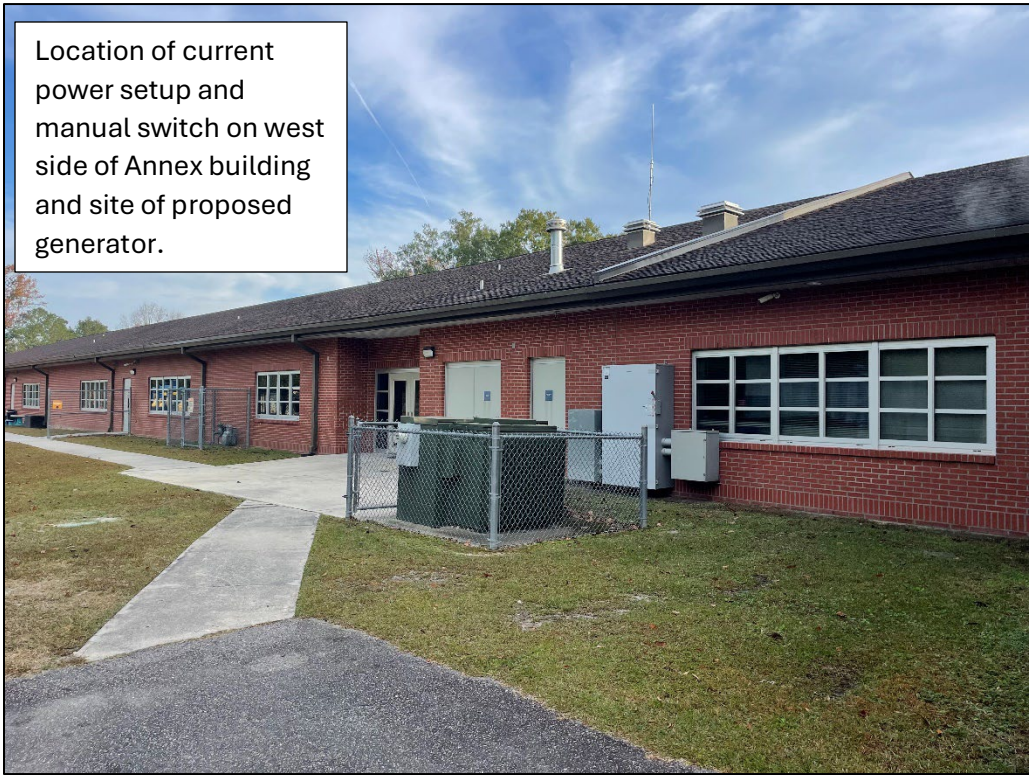
PHOTOS



LEFT: top level view of C.F. Pope buildings. Building in top right of photo is Burgaw ES K-Wing. Circle in top left of building reflects location of current transformer and proposed location of new generator and automatic switch. The transformer will be moved to the new location as indicated to the left of the circle. This will be discussed at the



LEFT: view of eastern side of Annex/K-Wing building intended for use in this project.



Location of current power setup and manual switch on west side of Annex building and site of proposed generator.



LEFT: Front of school building. The generator will be responsible for powering only the Annex building, located behind this photo.

-- END--