



The Village of Bald Head Island

March 5, 2021

Request for Proposals

Fuel Dispenser System, Piping, Control and Equipment and Fuel Management System Installation

1. Objective

The Village of Bald Head Island (herein "Village" or "Owner") is requesting proposals from qualified firms and/or contractors (herein "Firm" or "Contractor") experienced in fuel dispenser replacement for the delivery and installation of fuel dispensers, as well as any associated necessary equipment, infrastructure, and technology needed for the dispensers to work properly. Work will take place at the Village's Contractor Services Yard located at 299 Edward Teach Wynd, Bald Head Island, NC 28461.

Sealed proposals will be received at Village Hall **by mail** at **PO BOX 3009 (106 Lighthouse Wynd), BALD HEAD ISLAND, NC 28461** until **March 26, 2021 at 1:00 PM**. Proposals will be opened shortly thereafter, at which time and place the names of proposers will be publicly read aloud.

It shall be the responsibility of the Firm to determine and provide all materials required and incorporate all such items in their cost proposal.

Any deviation from the specifications must be noted on the proposal.

THE VILLAGE OF BALD HEAD ISLAND RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AT ANY TIME.

Please submit bid on or before the date and time given above to:

Village Hall
Attn: Chris McCall
PO BOX 3009
BALD HEAD ISLAND, NC 28461

All proposals (3 copies) must be submitted in a Sealed Envelope marked:
"PROPOSAL /RFP – FUEL DISPENSER EQUIPMENT REPLACEMENT".

2. Background Information

The Village of Bald Head Island operates and maintains a fuel dispensing system to provide the Village and Contractors a safe and proper functioning location to purchase gasoline and diesel fuel, as needed. General information regarding the Village of Bald Head Island can be found on our website at: www.villagebhi.org.

3. Scope of Work

The Village of Bald Head Island is accepting proposals from qualified firms experienced in fuel dispenser replacement. The successful proposer shall provide all equipment, labor and materials necessary for replacement of the fuel dispensers and connections to existing above ground fuel storage tanks. All work shall be performed in a professional manner and shall be in compliance with all Village, State, Federal, and EPA regulations.

It is the Village's intent to select an experienced and licensed firm/contractor ("firm") to remove two (2) existing fuel dispensers and replace with new fuel dispensing equipment.

It is expected that the selected firm will provide all materials required for work and install, test and certify the two (2) replacement fuel dispensers. The two fuel dispensers are located at the Village of Bald Head Island Contractor Services Yard at 299 Edward Teach Wynd, Bald Head Island, NC 28461.

The Village expects the selected vendor to provide a turn-key solution, which will include all necessary electrical services or upgrades, hoses, swivels, break away fittings, shut-off nozzles, concrete work and any other materials, services, hardware, software, and/or training required to successfully complete this project.

The Village is aware of the following tasks that need to be completed for replacement of fuel dispensers:

- Removal of two (2) existing fuel dispensers. Current dispensers are Gilbarco Model Number JHA000. The dispensers were installed in approximately 2011.
- Provide and install two (2) new single hose fuel dispensers (1 gasoline, 1 diesel) with galvanized frames and stainless-steel side sheathing.
- Install and provide service, training and resources for new Point-of-Sale/Fuel Management System.
- Install necessary upgrades for containment equipment, as well as necessary piping and pumps, if needed.

- Proposed fuel dispensers shall be electronic pumps and compatible with the existing vapor recovery system.
- Site work access hours will be from 7:00 AM – 4:30 PM Monday-Friday.
- Firm will provide all necessary safety precautions during the process and shall preserve the integrity of the fuel, tanks, pumps, wiring, plumbing and other existing equipment.
- Firm will coordinate installation to coincide with the Village's operational schedule to minimize fuel service disruptions.
- Site Plans are included in **ATTACHMENT A** and they indicate the location of proposed installation site.

It shall be the responsibility of the Firm to determine quantities of any special materials required and incorporate any such items in its cost.

The Firm will be responsible for removing all fuel dispensing equipment which will not be re-utilized from Village property and disposing off site in accordance with all Local, State, Federal, and all EPA regulations.

It shall be the responsibility of the bidder to become familiar with the premises specified and the work to be performed according to the specifications.

4. General Specifications

The Village of Bald Head Island requires that the area surrounding the dispensers be protected from damage that could occur while removing and replacing fuel dispensers. The successful bidder will be responsible for the materials to provide this protection. Special care should be taken to always protect the surrounding work area.

PART 1 - SAFETY

- A. All contractors and subcontractors performing services for the Village are required and will comply with all Occupational Safety and Health Administration (OSHA), State and Village Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Proposer shall provide all barricades and other safety equipment, as necessary.
- B. Contractor shall take all necessary measures to prevent damage to other areas adjacent to his work. Should damage occur as a result of the

Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area and to restore area to its original condition. Otherwise, the Village shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's invoice.

- C. Contractor shall store materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work, the work of other contractors or the operation of Village business. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with use of facilities, roads, driveways, sidewalks or building entrances except with prior written authorization by the Village of Bald Head Island.
- D. Contractor is responsible for the storage and security of equipment and materials and that of their subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the Village of Bald Head Island and/or its representatives.

PART 2 – QUALITY ASSURANCE

- A. The Contractor shall maintain continuously a competent superintendent on the project, satisfactory to the Owner, with authority to act for him in all matters pertaining to the work.
- B. The Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the Owner's representative for material and equipment storage.
- C. All parts and materials shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service.
- D. Any materials provided and labor shall carry standard warranty coverage. Proposer shall state terms and conditions of warranty for all products in its proposal. Products shall be free from defects in material and workmanship from the date of their original purchase, for normal commercial use and for applicable warranty period specified. Products will conform to specifications, drawings and other descriptions and to accepted samples, will be merchantable, and if ordered for a specific purpose, will be fit for such purpose. Vendor shall repair or replace within 48 hours, without charge to the original purchase, any product or part thereof which fails as the result of such a defect during the warranty period.

PART 3 – DELIVERY, STORAGE, AND HANDLING

- A. Deliver components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. Store and handle materials to prevent damage and deterioration.
- C. Contractor is responsible for any breakage of equipment on the job sight due to dropping or mishandling on the part of the contractor.

PART 4 – PROJECT CONDITIONS

- A. The bidder acknowledges that he has examined the site, plans and specifications, and the submission of a proposal shall be considered evidence that examination has been made.
- B. All work shall be completed according to manufacturer's instructions, specifications and standard trade practices.
- C. The contractor shall field verify all quantities, measurements, dimensions, and existing conditions. The contractor shall review the contents of the specifications and verify discrepancies (if any) prior to submitting this proposal document. There will be no change orders based on mistaken quantity, count, measurements or dimensions.

PART 5 – CODES AND STANDARDS

- A. The entire installation shall fully comply with all local and state laws and ordinances and with all established codes applicable thereto.
- B. All work shall be performed by appropriately licensed technicians, where applicable.
- C. Any permits for the installation of construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. He shall also arrange for and pay all costs in connection with any inspections and examinations required by these authorities.
- D. In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Owner's authorized representative, the Contractor shall notify the Owner's authorized representative at least twenty-four hours in advance of the time when such inspection and/or direction is required.
- E. Any necessary alterations to the project needed because of failure of the Contractor to have the required inspections shall be performed at the Contractor's own expense.

PART 6 – PROPOSERS RESPONSIBILITY

- A. It shall be the responsibility of the bidder to become familiar with the premises specified and the work to be performed according to the specifications.
- B. By submitting a proposal, the proposer acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water and electric power. Any failure of the proposer to acquaint himself/herself with the available information will not relieve him/her for responsibility for properly estimating the cost of successfully performing the work. The Village of Bald Head Island shall not be responsible for any conclusions or interpretations made by the Contractor of information made available by the Village of Bald Head Island.

PART 7 – FINAL CLEANUP

- A. The work shall not be considered as completed, nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the Fleet Manager. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation must be removed from the site.

PART 8 – PRICES AND PRICE ADJUSTMENT

- A. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices/discounts shall remain firm for the duration of the contract unless otherwise stipulated.
- B. Prices shall be stated in units of quantity specified in the Proposal document. In case of a discrepancy in computing the amounts of the bids, the unit price bid will govern.

5. SELECTION CRITERIA

The Village of Bald Head Island will make an award to the lowest responsive, responsible bidder. The Village of Bald Head Island reserves the right to reject any and all proposals, and to waive non-material defects or informalities.

6. GENERAL CONDITIONS

All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the requirements of this notice and any applicable state statutes in order to be deemed "responsive".

No proposal will be accepted from any person, firm or corporation who otherwise may be deemed irresponsible or unreliable by the Village.

No proposal will be allowed to be withdrawn after it has been deposited with the Village of Bald Head Island, except as provided by law. All proposers are held to prices proposed for 120 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration. Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the Village of Bald Head Island unless requested otherwise at the time of submission.

Any deviation from the specifications must be noted in the proposal.

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of:

JP McCann, Public Services Director

106 Lighthouse Wynd

Bald Head Island, NC 28461

Ph: (910) 457-9700

Email: jpmccann@villagebhi.org

Only those persons designated above are authorized to seek additional

information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those Village employees designated above for appropriate review and response.

Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

The Village of Bald Head Island shall reserve the right to terminate the contract without penalty upon seven (7) days written notice for any reason deemed to be in its best interest. A designated representative of the Village of Bald Head Island will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the Village of Bald Head Island's best interest and will be final.

No contract may be assigned, sublet or transferred without the written consent of the Village of Bald Head Island. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract between the Village of Bald Head Island and the contractor. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Village of Bald Head Island for such acts or omissions.

The contractor will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, except as may otherwise be specified as "furnished by the Village". All work shall meet with the approval of the Public Services Director or his authorized representative, as conforming to the provisions and requirements of this contract.

The contractor will supervise and direct the work efficiently with due care, skill and attendance. The contractor will be responsible to ensure that the finished work complies accurately with the specifications.

It shall be the proposers' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and bidders shall be bound by such changes or addenda.

Proposers are advised that the RFP is under evaluation from the opening date until contract award. Village staff are restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made.

Payment

The awarded Contractor shall be required to submit authentic, accurate and itemized invoices for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered. Payment is net 30 days.

Insurance Requirements:

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

Unless otherwise specified or authorized by the Public Works Director, the following shall be required.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 (Ed. 11/85).
- (b) Insurance Services Office form number CA 001 (Ed. 1/87) covering Automobile Liability Code 1 "any auto".
- (c) Workers' Compensation Insurance as required by the Labor Code of the State of North Carolina and Employers Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage (\$300,000 for R-1 permits). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (d) It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the Village when the Village is named as an additional insured pursuant to this Agreement. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the

broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever affords greater coverage.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (a) The Village, its officers, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- (b) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village. A ten (10) day notice is required for cancellation due to non-payment of premium.
- (d) The Contractor shall procure and maintain Course of Construction insurance for those projects with "Construction Risk" as defined by the Development Services Director and as specifically required in the Special Provisions. Course of Construction policies, if required, shall name Village as loss payee, and the insurer shall waive all rights of subrogation against the Village.

5. Worker's Compensation and Employers' Liability Coverage

Before commencing work in the Village of Bald Head Island, all contractors must provide the Village with a copy of one of the following:

- (a) Certificate of consent to self-insure issued by the Director of Industrial Relations; or
- (b) Certificate of Workers' Compensation Insurance; or
- (c) Certificate of exemption from the Worker's Compensation Laws.

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Village.

6. Acceptability of Insurers

Unless otherwise approved, insurance is to be issued by an issuer with a current A.M. Best Rating of A: VII and be authorized to transact business in the State of North Carolina.

7. Verification of Coverage

Contractor shall furnish the Village with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. The Village reserves the right to require complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

Permit number and address or project number and address shall be clearly stated on all insurance documents.

8. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Endorsements for each subcontractor must name the Contractor and/or Village as additional insured. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7. Instructions to Proposers

- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers

as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The Village shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal **must** be made in writing prior to **THURSDAY, MARCH 18, 2021 @ 3:00 PM**, at which time a response will be prepared and forwarded to all vendors who request such notification.

- Three (3) copies of the proposal shall be completed in legible form, preferably typewritten and **mailed** to:

Village Hall
Attn: Chris McCall
PO BOX 3009
BALD HEAD ISLAND, NC 28461

- PLEASE MARK YOUR ENVELOPES: “**PROPOSAL/RFP – FUEL DISPENSER EQUIPMENT REPLACEMENT**”.
- **NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.**
- **TIMELY SUBMITTAL:** Proposals are accepted until **FRIDAY, MARCH 26, 2021 at 1:00 PM**. Late submittals will not be accepted. **PLEASE NOTE THAT MAIL MAY BE DELAYED IN REACHING THE ISLAND. IT IS RECOMMENDED THAT YOU SEND YOUR PROPOSALS WELL IN ADVANCE OF THE SUBMITTAL DEADLINE TO ENSURE DELIVERY. Note: the physical address for Village Hall is 106 Lighthouse Wynd, Bald Head Island NC 28461.**
- The Village of Bald Head Island reserves the right to reject any and all Requests for Proposals (RFP), to waive any non-material irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable in the interests of the Village of Bald Head Island.

ATTACHMENT A
SITE PLAN

