

**HARNETT COUNTY FACILITIES MAINTENANCE
REQUEST FOR PROPOSAL
FOR**

THE RESURFACING OF GOVERNMENT COMPLEX PARKING LOT

DUE DATE: NO LATER THAN 2:00 PM, FRIDAY DECEMBER 15, 2023

**OPENING AT: HARNETT COUNTY RESOURCE CENTER AND LIBRARY AT
455 MCKINNEY PARKWAY, LILLINGTON, NC 27546 AT 2:00 PM, FRIDAY
DECEMBER 15, 2023**

FAXES OR E-MAILS ARE NOT ACCEPTED FOR THIS PROPOSAL

Sealed proposals subject to the conditions made a part of hereof will be received until **2:00 p.m., December 15, 2023** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

PRE-BID CONFERENCE: A pre-bid conference shall be held in the front of the Harnett County Health Department, 307 W Cornelius Harnett Boulevard, Lillington, NC 27546 at **9:30 a.m., December 6, 2023.**

SEND ALL PROPOSALS VIA UPS, FEDEX OR HAND DELIVER TO:

Harnett County Resource Center and Library
Attn: Renea Warren-Ford, Purchasing Specialist
455 McKinney Parkway
Lillington, NC 27546

NOTE: Indicate company name and **RFP No. FM-12152023-** on the front of each sealed envelope or package.

Direct inquiries concerning this RFP to: Renea Warren-Ford, Purchasing Specialist, email: purchasing.support@harnett.org

THE PROCURMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective vendors.
2. A pre-proposal conference and/or deadline for written questions is five days prior to due date.
3. A proposal will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the vendor. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency no later than the date and time specified on the cover sheet of this RFP.
5. At the date and time the proposals from each corresponding vendor will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated for completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the County.
8. Offerors are cautioned that this is a request for offerors, not a request to contract and that Harnett County reserves the right to reject all offers when such rejection is deemed to be in the best interest of the County.

PROPOSAL FORM
Resurface Parking Lot at Government Complex
RFP No. FM-12152023

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the vendor.

It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.

The cost and availability of all equipment, materials and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included and included in the proposed cost.

All taxes have been determined and included in the proposed cost.

The offeror has attended the conference (if applicable) or conducted a site visit and is aware of prevailing conditions associated with performing these services.

The potential vendor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

**(NOTE: THIS PAGE MUST BE FULLY EXECUTED AND RETURNED FOR
CONSIDERATION OF PROPOSAL)**

Base Bid: **Government Complex Parking Lot Resurfacing.**

BID: \$ _____

WRITTEN : \$ _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FED ID NO.: _____ TYPE & LICENSE NO.: _____

E-MAIL: _____ MBE STATUS: _____

Principal Place of Business if different from above

BY: (Signature) _____ TITLE: _____

DATE: _____ (Typed or printed name) _____

Resurfacing of Government Complex Parking Lot

Pre-Bid Conference: *A pre-bid conference shall be held at the front of the Harnett County Health Department at 9:30 a.m., December 6th, 2023 at 307 W Cornelius Harnett Boulevard ., Lillington, NC 27546.*

PROJECT: Milling, resurfacing and restriping of the Government Complex Parking Lot. The scope of work will include milling of 2” of the existing asphalt, applying tack, resurfacing with 2” of S9.5C and restriping of the parking areas, ADA areas, crosswalks, etc. Note that all existing brick and concrete pedestrian walkways and curbing will remain and should be undisturbed.

SCOPE OF WORK: Turnkey project for asphalt paving repairs. The project will include, but limited to milling, disposal of rubble offsite, adding ABC stone as needed, grading, wetting and conditioning, applying hot tar tac for bonding, resurfacing with S9.5C NCDOT approved asphalt, rebuilding speed bumps, striping. The scope will include all prep work, remedial work, and finish work that will result in a turnkey project.

Provide labor, machinery and all materials for the following:

- Mill 2” of existing asphalt
- All existing concrete pedestrian walkways and curbing to remain and be undisturbed.
- Apply hot tar tac for bonding
- Resurface with 2” SB9.5 type hot mix compacted
- Re-strip new paving per existing with traffic paint. This will include all existing parking spaces, ADA, directional and stop signage, stop bars, informational and crosswalks. Stencils will be provided by the vendor.

The Government Complex Parking Lot serves as parking for both the front of the Health Department building and the backside of Department of Social Services. Work must be done from start to finish on each parcel before work may start on the other parcel.

EXISTING UTILITIES: The contractors should be aware of existing utilities in and adjacent to the project area. All manhole’s, catch basins, water valve boxes, etc. shall be adjusted to meet the new grade of the parking area.

TRAFFIC CONTROL: Proper traffic control and signage measures should be provided during the course of construction.

TECHNICAL SPECIFICATIONS: All materials and standards shall meet NCDOT standards unless otherwise noted or approved by the Owner prior to construction.

Vendor's Responsibility: The vendor shall be responsible for the construction site during the performance of the work. The Vendor shall be responsible for all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state and local laws, building rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention shall be made to proper barricading of the work area.

Safety Regulations: The Vendor shall adhere to the rules, regulations and interpretations of the North Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which is hereby incorporated in these specifications.

Codes: All work shall be performed in accordance with the specifications and shall comply with North Carolina Building Code, National Electrical Code Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever specifications are more than such laws, codes and regulations, the specifications shall hold. All equipment shall have U.L. labels attached.

Permits: The vendor shall hold the appropriate license for work to be performed and shall secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the Authorities Having Jurisdiction. All final certificates must be delivered to owner prior to request for final payment.

Scheduling: The Vendor must submit a precise time schedule as to when specific work will occur in specific areas within the building. This will be used to coordinate the work with the occupants of the building. The Project manager may alter the schedule at any time to maintain the work process within the facility. All permits and inspections will be the responsibility of the vendor, and copies of permits and final inspection will be submitted to Harnett County for final payment.

Workers on Job: All employees of the Vendor shall while on Harnett County property act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Harnett County property. Any employee of the Vendor may be told to leave the property by the project manager, if they do not follow the above procedure. The employee shall be placed with another at no additional cost to Harnett County. Smoking or use of Tobacco products is prohibited on Harnett County property.

Equipment and Tools: The Vendor shall not use equipment or tools that are owned by Harnett County. Also, employees of the Harnett County shall not be utilized by the Vendor except for opening locked doors and giving directions.

Materials: All materials stored on site must be stored in a safe and secure manner that does not interfere with the facilities daily operation. Harnett County is not responsible for any materials, equipment or tools lost or stolen from the site.

Clean Up: The area of work shall be clean daily so that Harnett County shall not incur any additional costs to make the area suitable for the work process. Also, the Vendor shall utilize no trash receptacles or dumpsters owned by Harnett County. All trash and removed materials shall be properly disposed of off the property. Onsite dumpsters shall not be used.

Disposal: Rubble from demolition shall go to the Harnett County Landfill for use by Harnett County Solid Waste for clean material. Tipping fees will be waived.

Changes during project: Changes during the project shall only be made by written direction signed by the owner. No additional cost to the contract shall be allowed unless accepted in writing by the owner before work has begun.

Submittal: Within one week of acceptance of contract, performance data and time schedule must be submitted to the owner for approval. Send to Harnett County Resource Center and Library, 455 McKinney Parkway, Lillington, NC 27546, Attn: Renea Warren-Ford

Payment: One block payment shall be made when all work is completed.

Performance of Work: All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work, and may notify the Contractor of same: ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE VENDOR AT NO COST TO THE OWNER. Any damage to existing area or utilities will be the responsibility of the Vendor. NO EXCEPTIONS.

Warranty: All labor, materials and equipment shall be unconditionally warranted for one (1) year from issuance of inspection “**green tag**”.

Final documents required:

1. Letter from Vendor which states all work is completed and payment is desired.
2. Delivery to owner, all certifications of inspection issued by the authorities having jurisdiction.

3. Three copies of each of Owners manual and Manufacturer's start-up documents.

TERMS AND CONDITIONS

1. **Compliance with Laws:** The Vendor shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statute, ordinances and rules during the performance of any contract between the bidder/contractor and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof.
2. **Acceptance of Service:** In the event that the service supplied to the County does not conform to specifications, the County reserves the right to cancel the service upon 30-day written notice to the Vendor at the Vendor's expense.
3. **Guarantee:** Unless otherwise specified by the County, the Vendor will unconditionally guarantee the service and workmanship on all services. If within the guarantee period, any defects occur which are due to faulty services, the Vendor, at his/her expense, shall repair, adjust the condition, or replace the services to the complete satisfaction of the County. These repairs, replacements, or adjustments shall be made only at such time designated by the County to be the least detrimental to the operation of County business.
4. **Transfer or Assignment:** The covenants and agreements contained within the awarded bid are specifically binding and the County will not allow the awarded bid to be transferred or assigned to any other party or parties without the express written consent from the County, which shall not be unreasonably withheld.
5. **Indemnity & Insurance:** The Vendor will indemnify and hold harmless the County, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accident or other occurrence resulting in bodily injury, including death and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered or purchased under the contract.

Where Vendors are required to enter or to go onto County property to deliver materials or perform work, the contractor, at his/her sole expense, will purchase and maintain the insurance listed below as A, B, & C.

Where Vendors will not be required to enter or go onto County property and will only provide supplies, materials, or equipment, the Vendor, at his sole expense, will purchase and maintain insurance coverage designated below as B.

- A. Automobile – Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles.
- B. Commercial General Liability-Bodily injury and property damage liability as will protect the contractor from claims of bodily injury or property damages which arise from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury and property damage – combined single limit each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
- C. Workers' Compensation and employers' liability meeting the statutory requirements of the State of North Carolina.

The successful proposer shall provide the County with a certificate of such insurance and shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.

However, a ten (10) day notice is sufficient for cancellation due to non-payment of premium. County shall be named additional insured on insurance described in A and B above.

- 6. **Default Provision:** Failure to satisfactorily perform the services required by the contract for the project will be grounds for Harnett County to declare the successful bidder in default. Unless otherwise provided herein, the Contract may be canceled or annulled with a 30-day notice by Harnett County in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to another bidder for services specified, or they may be purchased on the open market and the defaulting Contractor shall be liable to Harnett County for costs to the County in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent that any part is not terminated under the provisions of this clause.
- 7. **Expenses:** The County shall not be liable to Vendor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.
- 8. **Dispute Resolution:** The parties agree that it is in their mutual interest to resolve disputes informally. The parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

9. **Governing Law and Venue:** The Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be filed and heard in the Superior Court of Harnett County. All actions relating in any way to the contract shall be filed and heard in the Superior Court of Harnett County.

10. **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies and, in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The price in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not and will not be knowingly disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competition; and
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

11. **Qualified Vendor:** A “Qualified Vendor” is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.

12. **List Five References For Whom You Are Providing Services:**

The County requires a minimum of ten (10) years experience. Prospective Vendor must supply at least five (5) references from government agencies and/or private firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

2. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

3. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

4. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

5. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

13. N.C.G.S. Sect. 143, Articles 3 and 3C. :

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes, the State invites and encourages participation in this procurement by businesses owned by small contractors, minorities, women, and the disabled. Place an X by the appropriate response below if you choose to be identified as a qualified business as referenced above.

- ☐ I American Indian
- ☐ A Asian American
- ☐ B Black, African American
- ☐ D Disabled
- ☐ F Female
- ☐ H Hispanic
- ☐ S Small Contractors

14. **E-Verify:** Vendor understands that E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with §64-25(5) of the North Carolina General Statutes. Provided that Vendor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State, then Vendor understands and certifies that they shall verify the work authorization of the employee through E-Verify in accordance with §64-26(a) of the North Carolina General Statutes. Vendor further certifies that their subcontractors comply with E-Verify pursuant to federal law, and Vendor will ensure compliance with E-Verify by any subcontractors subsequently hired by Vendor.

15. **Equal Opportunity Employer:** Harnett County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 601.4(a), 41 CFR 60-741.5(a), and CFR 60-250.4 are incorporated herein by reference, where applicable.

16. **Business License:**

Harnett County requires a valid Business License. Place an X by the appropriate response below.

_____ Yes
_____ No

EXECUTION OF PROPOSAL PAGE

Government Complex Parking Lot Resurfacing

Date: _____

By submitting this proposal, the Vendor certifies the following:

An authorized representative of the firm has signed this proposal.

It can obtain insurance certificates required within 10 calendar days after notice of award.

The Vendor has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Vendor is aware of the prevailing conditions associated with performing this contract.

The Vendor agrees to complete the scope of work for this project with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within (60) days from the date of the opening, to furnish the services for the prices quoted.

Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Principal Place of Business
if different from above _____

By _____

Title: _____

(Type or Print Name)

(Signature)

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF HARNETT

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
3. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
4. Employer's subcontractors comply with E-Verify pursuant to federal law, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 202__.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 202__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)