

**COUNTY OF HARNETT
NORTH CAROLINA**

REQUEST FOR PROPOSALS

**NORTHWEST CONVENIENCE CENTER CONSTRUCTION
FOR
HARNETT COUNTY SOLID WASTE**

**Northwest Convenience Center
1979 Oakridge River Road, Fuquay-Varina, NC 27526**

The County of Harnett (hereinafter referred to as “County”) is issuing this Request for Proposals (“RFP”) to obtain construction services for the Northwest Convenience Center – Phase 1 in accordance with the drawings and specifications contained herein. Send all inquiries regarding this RFP and request for site visits to purchasing.support@harnett.org with **NW Convenience Center RFP** in the subject line. Proposals shall be couriered (UPS, FedEx, etc.) or delivered no later than **Thursday, June 13, 2024 at 4:00p.m.** Proposals postmarked after June 13, 2024 and proposals delivered via fax or email will not be accepted. Courier or deliver all proposals in a sealed envelope indicating Proposals Enclosed, “**SW-06132024**” and your firm name to:

Deliver to: Renea Warren-Ford
Purchasing Specialist
455 McKinney Parkway
Lillington, North Carolina 27546

County reserves the right to reject any or all proposals for incompleteness, and to waive minor irregularities in the evaluation process. County also reserves the right to further negotiate minor modifications with the successful proposer upon completion of the evaluation process prior to the execution of a final contract.

Identified Property:

1. 1979 Oakridge River Road, Fuquay-Varina, NC 27526

Scope of Work:

The contractor shall provide all materials, tools, machinery, labor, and supervision necessary for the construction of the Northwest Convenience Center. Construction shall include clearing and grubbing, erosion and sediment control permitting (NDPES Construction General Permit) and implementation, stormwater improvements, on-site soil borrow area development, structural filling, gravel and paved roadways, concrete retaining wall and pads for solid waste and recycling compactors, electrical service, compactor power and site lighting, attendant building, site stabilization, fencing and gates, traffic control, and ancillary work. Compactor and hopper supply and installation will be by others, Contractor shall coordinate.

More specifically the work includes, but is not limited to the following items and quantities:

| | | |
|--------|----|--|
| 4.35 | AC | Clearing and Grubbing |
| 1 | LS | Construction Entrance |
| 1630 | LF | Silt Fences and Outlets |
| 2450 | LF | Tree Protection Fencing |
| 3500 | CY | Topsoil Recovery and Stockpile |
| 9125 | CY | Soil Excavation |
| 7870 | CY | Structural Fill of On-Site Soils |
| 1590 | CY | 6" Topsoil Installation |
| 1 | LS | Sediment Basin Construction and Outlet Structure |
| 1 | LS | Fine Grading and Drainage Swales |
| 6 | EA | Stone Check Dams |
| 6 | EA | Sediment Tubes |
| 5500 | SY | Erosion Control Matting |
| 65 | LF | 24" RCP Culverts |
| 200 | LF | 30" RCP Culverts |
| 750 | SY | Asphalt Roadway |
| 6640 | SY | Gravel Roadway and Pad |
| 605 | SY | Gravel Maintenance Road |
| 176.50 | CY | Concrete Retaining Wall |
| 67.50 | CY | Concrete Compactor Pads |
| 1 | LS | Electrical Service |
| 1 | LS | Communication Service |
| 10 | EA | Site Lights and Connections |
| 1090 | LF | Chain Link Fencing |
| 3 | EA | Swing Bar Gates |
| 1 | LS | Attendant Building |

Attendant Building shall be pre-fabricated structure with 100 SF interior area to serve as an office and work station for a single facility attendant. Building shall include moisture resistant wall and roof panels, VCT flooring, laminated counter and shelving units for document storage, electrical panel with 12-pole load center for receptacles, lighting and other loads in the building, through wall combination type heating, ventilation, and air conditioning system. Building shall be equipped with telephone and data line, connections and ports. Window glazing shall provide visible line of site to incoming traffic and compactor loading areas. All accessories, trim, framed opening, flashing enclosures required to provide a completely watertight and functioning building complying with all requirements and applicable codes shall be provided. Contractor shall install the building in accordance with manufacturer's recommendations, including permanent anchoring to a concrete pad or footings.

General Conditions:

1. Intent and Execution of Documents: The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the County, the County shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

2. Substitutions: In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.
 - a. Submittals for proposed substitutions shall include the following information:
 - b. Name, address, and telephone number of manufacturer and supplier as appropriate.
 - c. Trade name, model or catalog designation.
 - d. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
 - e. Detailed comparison with specified products including performance capabilities, warranties, and test results.
 - f. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

3. Insurance: Contractor shall secure and maintain, at their sole expense, at all times during the term of this contract:
 - a. Workers' Compensation Insurance - Coverage for all paid and volunteer workers meeting the statutory requirements of The North Carolina Workers' Compensation Act, North Carolina General Statutes § 97.

- b. Commercial Automobile Liability – Coverage with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles.
- c. Commercial General Liability Insurance - Bodily injury and property damage liability as will protect contractor from claims of bodily injury or property damages. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate coverage.

Contractor, prior to commencement of any work or event, shall furnish to County proof of compliance with the insurance coverage requirements. County shall be named as an additional insured on all policies of insurance, except workers' compensation, specified above. Contractor upon request by County shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to County verifying the existence of any insurance coverage required by County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

- 4. Indemnification: To the fullest extent permitted by laws and regulations, the contractor shall indemnify and hold harmless County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the contractor or its officials, employees, or contractors under the contract. This indemnification shall survive the termination of the contract.
- 5. Governing Laws: This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations.
- 6. Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the County and solely as a convenience to the Contractor, the County may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 7. County's Right to Do Work: If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the County, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the County exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the County the amount of said excess.

8. Cleaning Up and Restoration of Site: The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the County. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the County.

At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

9. Guarantee: The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the County.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the County, within the manufacturer's warranty period.

Additionally, the County may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the County at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

10. Standards: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled before final connections to County services or utilities.

11. Taxes:
 - a. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.

- b. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
12. Performance Bond: Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.

All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

13. Contractor's Affidavit: The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the County an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with the contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the County from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the County harmless.
14. Equal Opportunity Clause: The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

15. Minority Business Participation: Harnett County establishes a ten percent (10%) goal for participation by minority business in total value of work for this project but is not required. Identification of HUB Certified / Minority Business Participation should be attached to the contractor's proposal.
16. Sedimentation Pollution Control Act of 1973: Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.

The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.

To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the County, the designer and the agents, consultants and employees of the County and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

17. E-Verify: The contractor 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 Contractor 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 contractor 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. Contractor further certifies that their subcontractors comply with E-Verify pursuant to federal law, and contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by contractor.

Proposal Format:

To facilitate review of the Proposal by the County, it is requested that submissions conform to the following format:

1. Coversheet: List Proposal Statement, the name of the Proposer, and the name, address and telephone number of a contact person for questions concerning the Proposal submitted.
2. Project Understanding: Provide a narrative response describing the Proposer's understanding of the goals and objectives of the Project.
3. Qualifications Statement: Provide a brief profile of proposer and describe existing contracts on hand and resource availability. Provide examples of related experience for a minimum of three related projects within the last 10 years and include construction costs and reference contact information.
4. Project Schedule: Provide a high-level project schedule. Assume a Notice to Proceed date of July 8, 2024.
5. Lump Sum Fee: Provide a lump sum fee proposal for all work and costs associated with the construction of the proposed convenience center as described in the Project Manual and Drawings issued by HDR Engineering, Inc. of the Carolinas.

6. Proposer shall also include a preliminary Schedule of Values with the proposal for review by the County. The Schedule of Values shall subdivide the Work into its respective parts and include the values for all items comprising the Work. The final Schedule of Values to be furnished following contract award would serve as the basis for monthly progress payments made to Contractor throughout the Work.
7. Minority participation must be solicited for any subcontracting and efforts must be documented with the proposal. Upon completion of the project, a report must be submitted to the Department of Administration, Office of Historically Underutilized Business. The report must include the type of the project, total dollar amount of the project, dollar value of minority business participation on each project, and documentation of efforts to recruit minority participation.
8. Other Supporting Data: Include any other information you feel to be relevant to the selection of your firm.

Criteria for Review of Proposals:

1. Proposals will be evaluated and reviewed by County staff. Listed below are some of the criteria that may be used by the County in making a selection.
 - a. Evaluation of the Proposer's ability to successfully complete scope of work according to the drawings, specifications and requirements as specified in this Request for Proposals;
 - b. Proposed lump sum price, schedule of values, and project schedule;
 - c. Demonstrated experience of the Proposer for similar projects; and
 - d. Other factors determined to be relevant.
2. Contract will be awarded to the "lowest responsible bidder, taking into consideration quality, performance and the time specified for the performance of the contract.

County Responsibilities:

1. Provide a one-time pre-proposal inspection of the project site.
2. Provide access to the property.
3. Provide one key contact person to ensure all parameters of work are accomplished and assist the contractor as needed.
4. Provide payment to the contractor in monthly installments based on reviewed and approved payment applications.

5. Provide part-time construction observation by the engineer of record to confirm work is being completed in accordance with the contract documents and to coordinate with the contractor for clarification on items of work.

Contractor Responsibilities:

1. Coordinate with utilities for the extension of electrical utilities.
2. Provide one-year warranty on all construction to cover any and all repairs due to poor workmanship or defective materials
3. Obtain pertinent permits from required sources.
4. Provide quality control inspection and testing as specified in the Project Manual and Drawings.

Award of Contract

All submissions timely filed shall be promptly evaluated by County. Upon receipt of such notification the successful proposer shall immediately enter into final negotiations with County so that a contract may be executed within the shortest possible time. Contractor shall be required to furnish Performance and Payment Bonds at 100% of the contract value. Failure to promptly begin negotiations in good faith may result in disqualification and selection of another proposer.

EXECUTION OF PROPOSAL

DATE:_____

The Potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this **Request for Proposal** 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 thirty (30) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

CONTRACTOR_____ADDRESS_____

CITY, ST. & ZIP_____PHONE_____FAX_____

BY_____TITLE_____
(Signature)

Type or Printed Name Federal Identification Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

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)

Identification of HUB Certified/ Minority Business Participation

(Name of Bidder)

Firm Name, Address and Phone #

*Minority
Category

**HUB
Certified Y/N)

[illegible]

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.

Harnett County AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

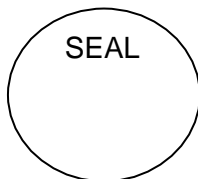
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public

My commission expires _____