

**COUNTY OF DAVIDSON, NC  
REQUEST FOR PROPOSALS**

**RFP #2007005**

TITLE: Flooring Replacement: Thomasville EMS Base

USING AGENCY: Support Services Office

ISSUE DATE: July 27, 2020

ISSUING AGENCY: Support Services Department

Due to the pandemic face masks will be required for this conference. Depending on the number of attendees social distancing will be tried. Please bring your own mask.

Sealed Proposals subject to the conditions made a part hereof will be received **until 3:00 p.m., on August 12, 2020** for furnishing services described herein. In the event the County is closed due to inclement weather, this opening will take place on the next business day.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<b>DELIVERED BY US POSTAL SERVICE</b>	<b>DELIVERED BY ANY OTHER MEANS</b>
<b>RFP #1910007</b> County of Davidson Support Services Department PO Box 1067 Lexington NC 27293	<b>RFP #1910007</b> County of Davidson Support Services Department 925 North Main St Lexington NC 27292

Note: The County recommends using an over-night service or hand delivering the RFP response.

**Note: The period to end questions shall be August 7, 2020 at noon.**

**IMPORTANT NOTE:** Indicate firm name, which is County of Davidson. The RFP number, which is above, on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to:

Dwayne Childress Support Services Director (336) 242-2030

or

Robert James Purchasing Coordinator (336) 242-2251

**NOTE: A MANDATORY PRE-BID CONFERENCE**

For all prospective offerors is scheduled for **9:00 a.m. August 5, 2020 at the Support Services Department.**

Attendance at this conference is a prerequisite for consideration of an offeror's proposal. Copies of the bid package will be available at the pre-bid conference and are available on the County's website

<https://www.co.davidson.nc.us/>.

Prospective offerors are encouraged to submit written questions in advance. Address is listed above. The job site visit will happen just after the pre-bid conference. In the event the County is closed due to inclement weather, this meeting will take place on the next business day. **Due to the pandemic face masks will be required for this conference. Depending on the number of attendees social distancing will be tried. Please bring your own mask.**

**It is the offeror's responsibility to assure that all addenda have been reviewed.**

## **1. Overview:**

The Support Services Department will be replacing the flooring in the Thomasville EMS Base Building. This work will start after an asbestos removal project. The address of the Thomasville EMS Base is 115 West Main Street, Thomasville. NC 27360.

### DAVIDSON COUNTY INFORMATION

- County Seat: Lexington, NC
- Land Area: 567 sq. miles
- Population: 162,878 (2010 Census)

## **2. Terms & Conditions:**

**Notice:** The Contract with the successful offeror will contain the following Contract Terms and Conditions. Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.

### **2.1 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### **2.2 Contract Period**

The Contract shall cover the **period from TBD**, or an equivalent period depending upon date of Contract award. This period should allow enough time for the flooring color to be picked the flooring ordered and installed, with furniture being moved.

### **2.3 Delays**

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

### **2.4 Delivery Failures**

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

### **2.5 Payment of Taxes**

All Contractors located or owning property in Davidson County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

### **2.6 Insurance**

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of North Carolina.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A: Statutory

Coverage B: \$100,000

2. General Liability:

Per Occurrence: \$1,000,000

Personal/Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations: \$2,000,000 aggregate

Fire Damage Legal Liability: \$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. The Contractor agrees to provide insurance issued by companies admitted within the State of North Carolina.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

c. Any certificates provided shall indicate the Contract name and number.

6. The County, shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91 956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

### 2.7 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract.

### 2.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall 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.

### 2.9 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County not shall waive any fees involved in securing County permits. Permits should be included in the cost proposal, if necessary.

### 2.10 Drug-free Workplace

During the performance of this Contract, the Contractor agrees to:

- (i) provide a drug-free workplace for the Contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Local Government Conflict of Interests Act.

### 2.11 Employment Discrimination by Contractors Prohibited

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## 2.12 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion and in writing.

## 2.13 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

## 2.14 Exemption from Taxes

Davidson County is not sales tax exempt. All taxes shall be itemized separately on all invoices.

## 2.15 Invoicing and Payment

Contractor shall submit invoices at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

Davidson County, NC

Support Services Department

Attn: Dwayne Childress

PO Box 1067

Lexington, NC 27293

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

## 2.16 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

## 2.17 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

### A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

### C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled.

## 2.18 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

## 2.19 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the State of North Carolina. Any judicial action shall be filed in the State of North Carolina, County of Davidson.

2.20 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as noted above.

2.21 Licensure

To the extent required by the State of North Carolina or the County of Davidson, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

2.22 Criminal Background Checks

The Contractor shall obtain nation-wide criminal background checks when the county, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at the Contract’s expense.

NOTE: the Contractor will have all employees working at County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

2.23 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination. The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

I have read, understand and agree with all Terms & Conditions as presented here:

\_\_\_\_\_ Sign

\_\_\_\_\_ date

### **3. Mandatory Requirements:**

#### **Scope of Work:**

**As Amended July 16, 2020**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

3.1 The County does not guarantee the measurements below. Please measure the areas and input your measurements below:

Vendor: \_\_\_\_\_

LVT Plank:

Wear Layer minimum 20 mils Class 3 Type B

3,300+/- square feet \_\_\_\_\_ square feet

Cove Base:

4-inch Cove Base

3,000+/- linear feet \_\_\_\_\_ linear feet

Vendors' offer of (LVT) manufacturer: \_\_\_\_\_

Laminate flooring will not be accepted.

Be sure to take you own measurements as these are listed as an approximation only.

#### 3.2 Scope of Services (General)

3.2.1 All work under this contract may be performed during normal weekday business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. All work areas shall be completely cleaned and ready for business the following day, as necessary. This includes, but not limited to, systems furniture, data processing equipment, phones, stand-alone desks, chairs, file cabinets, copiers etc. **However, this building will be completely empty.**

3.2.2 The work is expected to take approximately \_\_\_\_\_ (vendor to input number) working days. The installation schedule may be accelerated if the Contractor so requests.

3.2.3 All employees of the Contractor shall be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms shall be clean and neat in appearance. Employees are required to wear a company supplied photo ID badge. Badges must be clearly visible when worn.

3.2.4 The contractor shall provide a crew supervisor at all times on the work site. The contractor supervisor(s) shall be literate and fluent in the English language, because of the necessity to read chemical labels and signs, as well as conversing with owner's personnel.

3.2.5 The contractor and their employees shall be prohibited from using County property (i.e., telephones, computers faxes, etc.).

3.2.6 Only the contractor and their employees shall be allowed on the work site, no exceptions.

3.2.7 The contractor and their employees shall only be allowed to consume food or beverages in the designated break area of the facility where work is being performed.

3.2.8 The contractor shall have run nation-wide criminal background checks on all employees. This information may be requested by the County.

3.2.9. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any legal reason.

3.2.10 Include all necessary warranty information for commercial LVT.

3.2.11 The cove base shall be vinyl of the same type and color.

3.2.12 OSHA Guideline Compliance:

3.2.13 SAFETY DATA SHEETS - Contractor shall furnish to the Contract Administrator copies of Safety Data Sheets (SDS), for all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided to the Contract Administrator, prior to the product being used in any facility.

The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

3.2.14 LABELING OF HAZARDOUS MATERIALS - Contractor shall comply with OSHA Regulation 1910.1200, paragraph f, concerning the labeling of all chemical containers.

3.2.15 CAUTION SIGNS - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site on commencement of Contract.

3.2.15 Labeling of Supplies/Chemicals:

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

## **4. Scored Mandatory Requirements:**

### **4.1 Submission of Proposals**

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. Proposals must be received by the Division of Procurement PRIOR to the specified date and time on the acceptance requirements.

### **4.2 Questions and Inquiries**

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from [www.co.davidson.nc.us](http://www.co.davidson.nc.us)

### **4.3 Completion**

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded.

### **4.4 Firm Pricing for County Acceptance**

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

### **4.5 Unit Price**

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

### **4.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed**

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

### **4.7 Proprietary Information**

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the North Carolina Freedom of Information Act. However, pursuant to North Carolina § 132-1.2 Confidential Information, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

### **4.8 Authority to Bind Firm in Contract**

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

#### 4.9 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Any technical and price proposals are to be returned and submitted in same sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal, found on this cover sheet.
- D. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each firm shall submit **one (1) original (marked as such) and 1 (1) copy (marked as such)** of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

#### 4.10 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 4.11 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days. This requirement from the offeror must be outlined in the response to the RFP, titled as County responsibilities.

#### 4.12 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

#### 4.13 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

#### 4.14 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

#### 4.15 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

4.16 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

4.17 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

During the project or work, if there is a need for a change in the scope of work this shall be controlled by a scope change authorization form, this is attached.

4.18 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

4.19 Notice of Award

A Notice of Award will be posted on the County's web site ([www.co.davidson.nc.us](http://www.co.davidson.nc.us)).

4.20 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A blank copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

4.21 E-Verify Affidavit

Each offeror shall submit a completed E-Verify Affidavit form with their proposal. This form must be notarized to be accepted, failure to submit this form shall be cause for rejection of proposal as non-responsive.

I have read, understand and agree with all Scored Mandatory Requirements as presented here:

\_\_\_\_\_
sign

\_\_\_\_\_
date

## **5. Desirables:**

**As Amended July 16, 2020**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

### **5.1 Scope of Services (Movement of Furniture & Site Preparation):**

5.1.1 It shall be the responsibility of the contractor to move and replace all items necessary for performing the services as required. Items shall include, but not limited to, systems furniture, desks, chairs, filing cabinets, telecommunications and data processing equipment, bookcases, credenzas, photocopiers, office equipment, boxed materials and contents thereof. The area occupants will be instructed to box up contents of their respective areas.

5.1.2 Contractor shall provide equipment and manpower to lift systems furniture to facilitate flooring installation.

5.1.3 Contractor shall provide enough rolling file cabinets, (library carts) to move files as necessary.

5.1.4 Contractor shall be prohibited from touching, handling or viewing any files in the rolling cabinets (library carts) or in any office or cubicle. All files are confidential and violation of this requirement is ample cause for termination of the contract for cause.

5.1.5 Contractor shall be solely responsible for damages to existing facilities, including but not limited to, systems furniture, file cabinets, office furniture, etc.

5.1.6 Contractor shall make reasonable efforts to minimize dust, covering items when and where necessary.

5.1.7 The contractor shall assure that the floors to receive flooring are in satisfactory condition. All lumps shall be removed and ridges and faults be filled level with a filler complying with the flooring manufacturer's specifications and instructions. All unusual conformities of the floor shall be reviewed with the County. Obstructions such as door stops, protruding or flat electrical and terminal connections are to be removed and replaced after the flooring installation, and remove all deleterious substances which could interfere with the installation or be harmful to the work.

5.1.8 Contractor shall accept all responsibility for unacceptable work due to improper floor conditions.

5.1.9 All work shall be performed by a qualified firm that is authorized to provide and install LVT according to factory recommendations. **Evidence of certification shall be required and included with your bid. Failure to include any of the required documentation may be ample cause for bid to be deemed non-responsive and rejected.**

5.1.10 Contractor shall provide all labor, materials, equipment, transportation and services necessary to complete satisfactory installation of all LVT.

5.1.11 Verification of actual measurements and quantities shall be the responsibility of the contractor.

5.1.12 Contractor shall be responsible for the delivery of the LVT and the safe transport throughout the building, as well as the installation without damage to the County's property.

5.1.13 The County's Point of Contact for the Contractor, and installation schedule coordination shall be Mr. Robert James, Purchasing Coordinator (336) 242-2251.

5.1.14 New LVT base shall be installed according to the best practices of the Flooring and Rug Institute's Standard publication 104 for Commercial Flooring Installation. Adhesives must be of a type and used in accordance with the recommendations of the manufacturer of the product that is being glued down. Where possible, low VOC adhesives shall be used. The contractor shall provide Safety Data Sheets (SDS) for any chemicals used in the performance of any services listed herein. Base shall be installed with adhesives and/or staples.

5.1.15 LVT waste shall not exceed five percent (5%) of the total installation amount. Waste amounts exceeding five percent (5%) shall be approved by the contract administrator prior to installation or they will not be paid.

5.1.16 Prior to installation, LVT and related material storage shall be the responsibility of the contractor, even while on County property.

5.1.17 Contractor shall be responsible for the daily removal and disposal of existing flooring, tack strips, transition strips and existing vinyl cove base. Use of County dumpsters shall be prohibited. Waste material from this project may be disposed of at the Davidson County Landfill with charge at \$36.00 per ton.

5.1.18 Transition strips shall be of a vinyl type that is color coordinated with the LVT and base.

Adhesive shall be of the type recommended by the manufacturer of the base.

5.1.19 LVT & base samples shall be submitted when requested and approved by the County.

5.1.20 Transition strip samples shall be submitted when requested and approved by the County.

5.1.21 Upon completion of the installation, and prior to moving the furniture back into place, the contractor shall remove all dirt, soil, and foreign substances from the flooring; then the flooring shall be thoroughly vacuumed to sufficiently remove any loose pile materials and trimmings, before and after replacing the furniture.

5.1.22 All seams after laying shall be smooth without sprouting or puckering.

5.1.23 All edges cut for seaming shall be treated with a seam sealer in accordance with the manufacturers written instructions.

5.1.24 Scope of Services, Cont. (Inspections and Acceptance):

5.2.25 Contractor shall protect finished floors. Any damage to finished surfaces caused by work under this contract shall be corrected, at no cost to the County prior to acceptance of the installation and final payment.

5.2.26 Inferior materials and workmanship shall result in rejection of the entire installation until replaced in accordance with the specifications.

5.2.27 Each day's installations or at milestone shall be inspected by the County's representative daily. Upon 100% completion the Contractor shall notify the County to schedule final inspection prior to acceptance.

5.2.4 All waste, excess materials of new flooring, tools etc., shall be removed from the area daily. The area shall be thoroughly cleaned with a rotating agitator type vacuum cleaner at the end of each work day or shift.

**6. Pricing:**

**Proposal Page  
Flooring Replacement Project  
Thomasville EMS Base  
Bid #2007005**

<b><u>Item:</u></b>	<b><u>Unit Cost:</u></b>	<b><u>Extended Cost:</u></b>
Mobilization (shall not be more than 3% of total):	\$ _____	\$ _____
Luxury Vinyl Tile Flooring _____ sq ft	\$ _____	\$ _____
LVT Stock 1%: _____ sq ft	\$ _____	\$ _____
Vinyl Cove Base: _____ In ft	\$ _____	\$ _____
Thresholds: _____ # As measured in linear feet: _____	\$ _____	\$ _____
<b>Total Cost</b>	\$ _____	\$ _____

The undersigned certifies that their service being bid will meet or exceed the minimum specifications as presented in the attached bid package. Upon the determination of the lowest responsive/responsible bidder, the County will ask for SDS sheets to be submitted.  
The Davidson County Board of Commissioners reserves the right to reject any and all Bids and Proposals, and further reserves the right to make the award and/or awards in the best interest of Davidson County.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Officer Print/Title

## **7. Evaluation:**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

A. Cost of completed services	45%
B. Warranty Information	20%
<u>C. Project Completion in days</u>	<u>35%</u>
	100%

The PAG will collectively develop a composite preliminary rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number and quality of the proposals received.

# SCOPE CHANGE AUTHORIZATION

Project:	Project Manager:
Project #:	Date Prepared:
Page:	Date Revised:

1. The following changes in the scope of the work are hereby authorized.

2. The effect of these changes in scope is as follows:

- a.) Cost –
- b.) Schedule –
- c.) Function –
- d.) Other –

3. The reason for these changes in the scope of the work is as follows:

4. Revised project budget \$ \_\_\_\_\_

5. Revised project completion date:

6. Project manager's comments:

This extra work is subject to the terms and conditions of the contract executed for this project date: \_\_\_\_\_

This work will not be initialed until this form has been signed and returned by the owner.

<b>Distribution:</b>				Recommended _____
Owner	( )	Contractor	( )	Date:
Principal-in-charge	( )	File	( )	Approved _____
Project Manager	( )		( )	Date:



