

UNION COUNTY COMMUNITY ACTION, INC

PO BOX 1029, MONROE, NC 28111-1029

Phone: (704) 283-7583 Fax: (704) 283-1964 <http://www.uccainc.org>

REQUEST FOR PROPOSAL (RFP)

Faison Building Maintenance

Closing Date: Friday, May 26th, 2023, at 3:30 p.m.

Contract Administrator: Austin Parker

Telephone: 704-283-7583 x 0227

Mobile: 980-699-9115

E-mail: Austin.Parker@uccainc.org

Web Address: <http://www.uccainc.org/procurement>

Item: **2023 Faison Maintenance RFP**

Agency: Union County Community Action, Inc. (UCCA)

Location(s): Wadesboro, NC (Anson County)

Scope: This Request for Proposal (RFP) shall cover procurement of maintenance services to update, upgrade, repair, and/or replace the flooring, ceiling, and paint at an office building located in Wadesboro, NC.

READ THIS REQUEST CAREFULLY

Bid documents and all exhibits/appendices will be a part of the contract awarded to the successful bidder.

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SECTION I
GENERAL INFORMATION

1.1 Agency Overview

Union County Community Action, Inc. (UCCA) is a private, non-profit corporation structured to administer federal, state, and private grants to provide services to low-income families. UCCA is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and is governed by a 15-member volunteer Board of Directors. The administrative office is located at 1401-H W Roosevelt Boulevard, Monroe, North Carolina.

UCCA operates four (4) grant-funded programs through the U.S. Department of Health and Human Services, and the N.C. Department of Health and Human Services. These programs include: Head Start, Early Head Start, NC Pre-Kindergarten, and the Community Services Block Grant.

1.2 Purpose

The scope of work is for maintenance services to update, repair, and/or replace the flooring, ceiling, and paint at the Faison Center, located in Wadesboro, NC.

1.3 Bid Submission

Completed proposals may be submitted by mail or hand delivered. Proposals must be received by UCCA by 3:30 p.m. on Friday, May 26th, 2023. It is the sole responsibility of the Bidder to ensure all proposals are received at the administrative office by the closing date and time; late proposals will not be considered.

Proposals must be addressed as follows:

Mail: Union County Community Action, Inc. Faison Maintenance RFP Attn: Beth Leonard PO Box 1029 Monroe, NC 28111	Hand-Delivery: Union County Community Action, Inc. Faison Maintenance RFP Attn: Beth Leonard 1401-H W Roosevelt Blvd. Monroe, NC, 28110
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1.4 Site Walkthrough

No unsupervised or unscheduled site walkthroughs are permitted. Site visits are not mandatory. To participate in a site visit, **you must schedule a date and time** with Austin.Parker@uccainc.org.

SECTION II **SCOPE OF SERVICES**

2.1 Location

Bidders should include travel time in their proposal. The location that services are requested is: **905 S. Main Street, Wadesboro, NC 28170**

2.2 Pricing Proposal

Bidders **must provide** two (2) detailed pricing proposals that include all work required to provide services. One to include full restoration of all water damaged electrical components and one to include restoring electrical components to their original state. See Proposal Submission (4.1.1) for more information.

2.3 Scope of Work

The building has experienced a significant amount of water damage due to a roof leak that has since been repaired. Despite the roof reparations, the ceiling, flooring, and paint sustained significant damage. The building has been tested for asbestos and lead paint and remediation/abatement has been completed. The awarded contractor will have access to any related documentation. The Contractor will be responsible for providing the following services to maintain and repair the building:

2.3.1 Demolition

Contractor will conduct a demolition including but not limited to: ceiling removal, insulation removal, cabinetry removal, blackboard/corkboard removal, paint removal, and HVAC ductwork removal if and as needed.

2.3.2 Flooring

Existing flooring, cove base, and adhesive have been removed. The contractor will install new flooring and cove base on the premises.

2.3.3 Painting

Contractor will strip all paint and repaint the entire interior, including walls, doors, trim, HVAC ductwork, and ceiling (as needed).

2.3.4 Ceiling

After demolition of ceiling, Contractor will replace insulation and wood board to return ceiling to its original state.

2.3.5 HVAC

Contractor will ensure all HVAC ductwork is returned to original state after demolition and installation of ceiling.

2.3.6 Electrical

Contractor will ensure all electrical wiring is returned to original state after

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demolition and installation of ceiling. Contractor will verify all electrical wiring, panels, lighting, and outlets are functional if and as needed after ceiling restoration. Or contractor will fully restore all electrical components affected by water damage. See Proposal Submission (4.1.1) for more information.

2.3.7 Clean Up

Contractor will do all work necessary to maintain the overall cleanliness of the interior and exterior of the facility, including but not limited to removal of debris and magnet sweeping for metal objects.

2.3.8 Other

Contractor will provide a pricing proposal that includes any additional work deemed necessary to restore the building to its original state. Contractor will provide a complete and total pricing proposal that includes pricing for permitting, sales and payroll taxes, and any other items or services necessary to complete the job.

2.4

Project Completion

The scope of work (Section 2.3) has a deadline of June 30th, 2023. All bidders are expected to be able to complete the work detailed in the submitted proposals by the June 30th deadline.

SECTION III **QUALIFICATIONS**

3.1 Experience

The awarded Bidder must be a **licensed general contractor** and capable of completing the project by the stated deadline.

3.2 Insurance

The Contractor shall maintain up-to-date insurance coverage that includes coverage for work related to this RFP and the subsequent contract, including general liability and worker's compensation insurance. Bidder must submit proof of insurance along with their proposal.

Bidders' Certificate of Insurance must reflect UCCA's insurance limits:

- General Liability limits
 - \$2,000,000 Aggregate
 - \$1,000,000 Per Occurrence
- Workers Compensation limits
 - \$500,000 – Bodily Injury by Accident
 - \$500,000 – Bodily Injury by Disease – Policy Limit
 - \$500,000 – Bodily Injury by Disease – Each Employee

Prior to starting work, the awarded Bidder must add UCCA to their Certificate of Insurance under "additional insured."

SECTION IV

PROPOSAL INSTRUCTIONS AND EVALUATION

4.1 Submission

Completed proposals may be submitted by mail or hand-delivered. **Electronic proposals will not be accepted.** Proposals must be received by UCCA by **3:30 p.m., Friday, May 26th, 2023.** It is the sole responsibility of the Bidder to ensure all proposals are received by the closing date and time. **Late proposals will not be considered.**

4.1.1 Pricing in submission must include two (2) detailed pricing proposals.

- One proposal will include restoring the electrical components affected by the ceiling's demolition to their original state if needed. As well as other work required in Section 2.3.
- One proposal will include restoring all electrical components that have suffered water damage from the roof leak. As well as other work required in section 2.3.

Bidders must submit proposals to Beth Leonard, Director of Finance at the addresses provided in Section 1.3 of this RFP.

4.2 Evaluation Criteria

The Bid award will be made in the best interest of UCCA, as determined by UCCA. To be considered, each proposal must contain the items and information listed below.

- **4.2.1 Pricing:** Bidders must submit pricing on the Pricing Proposal attachment on page 19 and complete the attachment in its entirety. Pricing information must be clear, detailed, and inclusive of *all* labor, material, equipment, and services necessary to complete the project described in this RFP.
- **4.2.2 References:** Bidders must provide a minimum of three professional references, two of which should be former customers/clients. References will be checked during proposal review. The Bidder References attachment is located on page 18.
- **4.2.3 Adequacy and Completeness:** At a minimum, proposals must include all information and documents listed in this section.
- **4.2.4 Compliance with Terms and Conditions:** The contractor must review all terms and conditions set forth in this RFP and certify the ability to meet those terms and conditions on the attached Certification Statement (page 15).
- **4.2.5 Experience:** Proposals should reflect Bidder's pertinent experience.

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- **4.2.6 Evidence of Insurance:** The Contractor shall maintain up-to-date insurance, including general liability and worker’s compensation insurance, upon execution of contract. Please refer to Section 3.3 for UCCA’s insurance requirements.
- **4.2.6 Business Representation:** Efforts will be made by UCCA to utilize small and minority-owned businesses, women’s business enterprises, and labor surplus area firms. If applicable, please signify business representation in proposal.
- **4.2.7 Signed Vendor Agreement Forms:** The Contractor must certify the ability to meet the terms and conditions of the Bid to be considered. Proposals must include completed copies of the following attached documents:
 - Certification Statement.....Page 12
 - Vendor Profile & Certification.....Page 13
 - Bidder Disclosure of Debarment & Suspension Status.....Page 14
- **4.2.8 Exceptions to Bids:** Contractors have the option to bid on any and/or all counties (Union, Anson, and Richmond). A complete list of UCCA’s counties/locations is listed under Section II Scope of Services.

4.3 Negotiation

UCCA reserves the right to negotiate with potential Bidders to acquire appropriate services for UCCA’s needs.

4.4 Acceptance or Rejection

UCCA reserves the right to accept or reject any or all bids, part of a bid; to waive any informalities or technicalities; clarify any ambiguities; modify any criteria in the RFP; and unless otherwise specified, to accept any item in a bid,

4.5 Review Process

UCCA may, at its discretion, request meetings with any or all Bidders to clarify or negotiate modifications to the Bidders’ proposals. Answers to any questions submitted to one Bidder will be published on our website, www.uccainc.org. UCCA reserves the right to make an award without further discussion of the proposals submitted; therefore, proposals should be initially submitted on the most favorable term, from both technical and price standpoints, which the Bidder can propose.

4.6 Notification of Award

It is expected that a decision selecting the successful Bidder will be made within thirty (30) days after the closing date for receipt of proposals. Upon conclusion of

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final negotiations with the successful bidder, all bidders will be informed in writing as to whether they have been selected.

SECTION V

CONDITIONS TO BIDDING & GENERAL PROVISIONS

5.1 Inquiries

All inquiries regarding this Request for Proposal shall be submitted by email to Austin Parker, Contract Administrator, at Austin.Parker@uccainc.org by **5:00 p.m. on Friday, May 19th, 2023.**

5.2 Cost of Preparing Bids

All costs associated with the preparation of this bid, including the costs of determining the nature of the engagement, preparing the bid, submitting the bid, negotiating for the contract and any other costs associated with responding to this Request for Proposal are the sole responsibility of the Bidder and UCCA will not reimburse any costs incurred in preparation of this proposal. All responses will become the property of UCCA once submitted in response to this RFP.

5.3 Advertising

In submitting a proposal to UCCA, the Bidder agrees not to use the results of their proposal as a part of any commercial advertising without prior approval from UCCA.

5.4 Confidentiality

In submitting a proposal, the Bidder agrees not to discuss or otherwise reveal the contents of the proposal to any outside source until the award. Bidders not in compliance with this provision may be excluded from the proposal. Only discussion authorized by UCCA is exempt from this provision.

5.5 Debarment/Suspension from Federal Funds

All Bidders providing a proposal in response to this RFP certify that the entity represented is not debarred from federal contracts and thus ineligible to receive federal dollars as compensation for work completed in relation to the services included in the RFP.

5.6 Contractual Obligation(s)

This RFP, including the terms and conditions set forth within, will be considered a contractual agreement between UCCA and the awarded Contractor(s) once the successful proposal is offered by UCCA and accepted by the awarded Contractor(s). At the discretion of UCCA,

5.7 Amendments

All amendments issues by UCCA regarding terms and conditions, desired services, or requirements of the bid will be posted at www.uccainc.org/procurement. It is the

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responsibility of all Bidders to check the website for amendments, even if the proposal was sent to you via email or postal mail.

5.8 Pricing

The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract less any in-kind contributions made by the Contractor.

5.9 Payment Terms

Invoices must be submitted to:

Union County Community Action, Inc.
Attn: Beth Leonard
PO Box 1029
Monroe, NC 28111

5.10 Funding Regulations

Union County Community Action, Inc. is required to adhere to all regulations set forth by our funding agencies. Specifically, Head Start Program Performance Standards (HSPPS) and regulations set by the North Carolina Division of Child Development and Early Education (NC DCDEE). All Contractors and subcontractors performing services related to this RFP shall adhere to the regulations set forth by UCCA funding agencies and will be accountable for any infractions which result from noncompliance.

5.11 North Carolina Charitable Solicitation

Financial information about Union County Community Action, Inc. and a copy of our Charitable Solicitation License are available from the State Solicitation Licensing Branch at (919) 807-2000. This license is not an endorsement by the State.

5.12 Davis-Bacon Act Compliance

Contractors must adhere to the Davis-Bacon prevailing wage requirements to provide the services listed in this RFP. For more information, please visit <https://sam.gov/content/wage-determinations>

5.13 Site Investigation

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the

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ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Field measurements shall be taken at the site by the Contractor to verify all data and conditions affected by the work.

5.14 Independent Contracting

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agency of one party shall not be construed to be the employees or agency of the other party for any purpose, whatsoever.

5.15 Sub-Contracting

The Bidder agrees to disclose, in the bid submission, any services bid which will be sub-contracted.

5.16 Termination

Either party reserves the right to terminate the awarded contract with or without cause by notifying the other in writing 30 days prior to the termination date. Written notice of termination must be sent via certified U.S. mail to the last known address of the recipient.

5.17 Post-Award Debarment

The awarded Contractor shall notify UCCA immediately should the awarded contractor become barred or suspended from eligibility to receive compensation under federal, state, or local contracts.

5.18 Availability of Funds

All payments to the Contractor shall be deemed binding only to the extent of the continued availability of funds from the relevant funding sources for the general purpose set forth in this proposal. The awarded contract is contingent upon funding being available for the term of the contract and the recipient shall have no right of action against UCCA if UCCA is unable to perform obligations under this contract because of the suspension, termination, withdrawal, or failure of funding to UCCA or lack of sufficient funding of UCCA for this contract.

5.19 Small and/or Minority-Owned Businesses

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Efforts will be made by UCCA to utilize small and minority-owned businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321).

5.20 General Indemnity

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify UCCA assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by officials (including the Executive Director, the Board of Directors, as well as employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, general liability insurance as outlined above. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self- insurance maintained by or for the use and benefit of the Contractor.

5.21 Hold Harmless

The Contractor shall indemnify UCCA against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract.

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CERTIFICATION STATEMENT

By submitting this bid, the potential Contractor certifies the following:

- Site Investigation: The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Field measurements shall be taken at the site by the Contractor to verify all data and conditions affected by the work.
- The proposal is signed by an authorized representative of the entity.
- All costs, direct and indirect, are included in the pricing proposal.
- No substantial conflict of interest exists which influenced the submitted bid.
- The Bidder is not debarred or suspended from receiving compensation under federal, state, or local contracts.
- The bidder has read and understands the terms, conditions, and requirements set forth in this Request for Proposal and agrees to them with no exceptions. If exceptions exist, those exceptions must be certified and noted below. Do you have any exceptions to this bid? If so, describe below:

Therefore, in accordance with this RFP and subject to all conditions here in, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions of this RFP at the prices quoted providing this RFP is accepted within 60 days from the date of submission.

Individual/Entity Represented: _____

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Signature: _____

Name: _____

Title: _____

VENDOR PROFILE & CERTIFICATION

Item: Faison Maintenance RFP
Agency: Union County Community Action, Inc.

We submit a proposal to furnish requirements in accordance with the specifications listed herein. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process. I (we) further certify that the entity represented in this submitted proposal is not barred from receiving federal funds.

Legal Name of Person/Entity Represented: _____

Telephone: _____ **Fax:** _____

Email: _____

Mailing Address: _____

Physical Address: _____

Social Security/Federal Employer Identification Number: _____

DUNS Number: _____

Authorized Signature: _____ **Date:** _____

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Typed or Printed Name: _____

Title: _____

BIDDER DISCLOSURE OF DEBARMENT AND SUSPENSION STATUS

- (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - B. Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - D. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (3) The Offeror shall provide immediate written notice to the Buyer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Buyer may render the Offeror non responsible.
- (5) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (6) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Contractor, the Buyer may terminate the contract resulting from this solicitation for default.

Individual/Entity Represented: _____

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Signature: _____

Name: _____

Title: _____