



LINCOLN COUNTY

Request for Bid – 2021-0406
TITLE: Asbestos, Lead and Radon Assessment
ISSUE DATE: March 2, 2021

ISSUING AGENCY: LINCOLN COUNTY MANAGER'S OFFICE
C/O JOHN HENRY
PURCHASING AGENT
353 N.GENERALS BLVD (UPS, FEDEX)
PO BOX 738 (USPS)
LINCOLNTON, NC 28092

Bids must be sealed; this will not be a Public Bid Opening:

Sealed Bids are due on or before April 6, 2021 at 2:00 pm

Direct all inquiries concerning this RFB to: John Henry, Purchasing Agent - jhenry@lincolncounty.org. **NOTE: Questions concerning the specifications in this Request for Bids will be received until 5:00 pm, March 24, 2021.** A summary of all questions and answers will be posted on the internet as an addendum by close of business on March 26, 2021, located under the RFB # being modified. It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

INSTRUCTIONS TO BIDDERS

Bids must be delivered in a sealed envelope to the address listed above no later than **2:00 pm on Tuesday, April 6, 2021**. The outside of the envelope must be marked "**Response to RFB No. 2021-0406 Asbestos, Lead and Radon Assessment, Lincoln County, North Carolina**". Envelope must also bear, on the outside, the name of the bidder, the bidder's address, and the bidder's Contractor License number. All bids must be made on the bid form provided and included in this document, or as may be provided by Addendum prior to bid.

GENERAL INFORMATION

Scope of Contract: Lincoln County has been awarded an Essential Single Family Rehabilitation Loan Pool (ESFRLP20) grant for the rehabilitation of 5 single-family housing units in Lincoln County. We estimate multiple properties will be pre-1978 houses requiring a lead-based paint test and clearance as well as asbestos and radon tests. Inspections may be conducted as early as April 2021 and conclude as late as December

2022. Please include your qualification statement, current licenses and insurance information along with your bid submission.

Contract Start Date: TBD

Contract Completion Date: TBD

Payment:

The Vendor shall submit an invoice to Andrew Bryant, Planning and Inspections, 115 W. Main St. Lincolnton, NC 28092. Lincoln County's payment terms are Net 30. The County pays invoices monthly after being approved by Department Head or their designee. The County does not pay for materials not stored on county property.

Contract Award:

It is the general intent to award this contract to a single overall bidder.

Site Visit:

Site visits shall not be necessary for this project.

Taxes:

Lincoln County **is not** tax exempt. Taxes must be listed separately on the invoice. The bid price shall include all taxes. Lincoln County's tax rate is 6.75%.

Bonding:

No bonding is required for this project.

Bid Award:

The County reserves the right to reject any and all bids or proposals, to waive any technicalities associated with the bid or proposal, and to make the award that it deems in the best interest of the County.

Contractor Employee Policy:

The Contractor agrees that it has, or will secure at its own expense, all personnel required by the Contractor in performing the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationships with Lincoln County Government. The Contractor agrees to be responsible for and shall provide supervision of all its employees working under this contract. The Contractor shall ascertain that all its employees abide by the following rules:

1. They shall wear an identification badge or distinct uniform provided by the Contractor at all times while on the premises.
2. They shall possess a valid NC Driver's license to operate any licensed vehicles and for identification.
3. They shall report any property loss or damage to their supervisor immediately. The supervisor shall report loss or damage within 24 hours to Lincoln County in writing, specifying the loss and the location and extent of damage. Failure to report such information, as required, may be construed as default of the contract.
4. They shall abide by the rules and regulations set forth by Lincoln County, which affects the performance of their work.
5. Upon written request of the County to the Contractor, any of the Contractor's employees that fail to abide by these or other rules and regulations established by

Lincoln County Government, subject employee(s) will be immediately removed from the job by the Contractor and replaced.

Liability:

The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while in performance of this contract. The Contractor or his insurer shall reimburse Lincoln County Government for any such damage or loss within 30 days after a claim is submitted

Equipment and Supplies:

The Contractor shall provide all supplies and equipment (adequate in kind, quantity and quality) for professionally performing all work in this contract. Losses to the County caused by inferior quality equipment or supplies will be reimbursed by the Contractor. MSDS sheets shall be furnished to the County for all chemicals, etc. used in performing work in this contract.

Inspections:

The Contractor shall accompany Andrew Bryant, Planning and Inspections Director and or his designee on inspections of the work at any time during normal business hours of Lincoln County Government. Lincoln County Government reserves the right to make determination as to whether service is being performed satisfactorily.

Environmental Data:

Where applicable, environmentally safe products shall be employed in the performance of this contract.

Laws:

The Contractor shall comply with all Federal, State and Local laws and regulations.

Default:

Failure to satisfactorily perform the services required by the contract will be grounds for the Lincoln County to declare the Contractor in default. All contract disputes will be referred to the Purchasing Agent and Assistant County Manager for resolution.

CONTRACT SERVICE SPECIFICATIONS

General Requirements:

The Contractor will furnish all labor, supplies, materials, and equipment to perform these services in a safe and conforming manner that is satisfactory to Lincoln County. The Contractor is expected to conduct the contract operations in a professional manner. The Contractor shall correct all complaints within two (2) working days and supply special requests for services within a reasonable time period. All complaints, both major and minor, shall be investigated during the same working day. Those considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control shall be specifically reported to the Planning and Inspections Director. Uncorrected complaints, if not considered unreasonable by the Planning and Inspections Director shall be cause for any and or all of the actions stipulated in the Lincoln County General Contract Terms and Conditions.

Safety:

The Contractor shall provide all necessary safety measures for the protection of all persons on the job site. The Contractor shall adhere to the rules, regulations and

interpretations of the North Carolina Department of Labor relating to the Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in volume 39, Number 122, Part II, June 24, 1974 Federal Register), and revisions thereto as adopted by the General Statutes of North Carolina 95-126 through 155. The Contractor shall ensure that all employees are constantly alert and exercise caution and good judgment when moving between locations in the performance of their work.

SPECIFICATION OF WORK:

The contractor shall be a **Licensed General Contractor** and shall furnish all excavations, material, equipment and labor to perform the following:

THE PROCUREMENT PROCESS

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

1. Request for Bids (RFB) is issued to prospective contractors.
2. Bids should be received from each offeror in a sealed envelope or package. Each bid shall be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
3. All Bids must be received by Lincoln County no later than the date and time specified on the cover sheet of this RFB.
4. The bids from each responding firm will be opened and recorded on a bid tabulation sheet.
5. The Purchasing Agent will verify bids for being from a licensed contractor, completeness and will make a recommendation for award of the bid to the lowest responsible, responsive bidder taking into consideration quality and time of delivery to ensure that award will be in the best interest of the County.
6. The County objects to alterations of the County's Terms and Conditions. Any subsequent terms and conditions or alterations of the County's Terms and Conditions are understood to hold no merit and any contract resulting from this RFB will be based solely on the County's Terms and Conditions included herein.
7. Lincoln County reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of Lincoln County.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Bids or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. CERTIFICATION: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion. False certification is a Class I felony.

3. ORAL EXPLANATIONS: The County shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. REFERENCE TO OTHER DATA: Only information which is received in response to this RFB will be evaluated; reference to information previously submitted shall not be evaluated.
5. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
6. COST FOR PROPOSAL PREPARATION: Any costs incurred by offerors in preparing or submitting offers are the offerors sole responsibility; Lincoln County will not reimburse any offeror for any costs incurred prior to award.
7. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 30 days. Although the contract is expected to be awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.
8. TITLES: Titles and headings in this RFB and any subsequent contract are for convenience only and shall have no binding force or effect.
9. CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Lincoln County Government, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the County, from contract award.
10. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFB, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of Lincoln County when received.
11. OFFEROR'S REPRESENTATIVE: Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
12. SUBCONTRACTING: Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. PROPRIETARY INFORMATION: Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48, the County invites and encourages participation in this procurement

process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

15. **TABULATIONS:** The Purchasing Agent will release a bid tabulation to be posted on the County's website. Tabulation will be posted within three working days once the **contract is awarded**. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored.

LINCOLN COUNTY GENERAL CONTRACT TERMS AND CONDITIONS

As used herein, the terms "Service Provider," "Vendor" and "Contractor" may be used interchangeably to refer to the party contracting with Lincoln County pursuant to that Contract or Proposal made pursuant to an RFP (as the case may be) of which these Terms and Conditions have been made a part.

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Contractor, the County may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Lincoln County reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the County.
2. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Lincoln County may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the County, and debar the Contractor from doing future business with Lincoln County.
3. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Lincoln County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
4. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
5. **TAXES:** Any applicable taxes shall be invoiced as a separate item. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect(s) the appropriate taxes.
6. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
8. **NO COLLUSION OR CONFLICT OF INTEREST:** By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
9. **INSPECTION AT CONTRACTOR'S SITE:** Lincoln County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior

to contract award, and during the contract term as necessary for the County's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

- 10. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Lincoln County is responsible for all payments to the Contractor under the contract.
- 11. AFFIRMATIVE ACTION:** The Contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- 12.** Title VI is part of the Civil Rights Act of 1964, as amended, and its implementing regulations provide that no person shall be subject to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance.
- 13.** For our purposes, "national origin" equates to individuals who have a limited proficiency with the English language and their primary language is not English, hence, the term "limited English proficiency" or LEP.
- 14. CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- 15. 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 inspector which customarily requires the label or re-examination listing or identification marking of the 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.
- 16. PATENT:** The Contractor shall hold and save Lincoln County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
- 17. ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of Lincoln County as part of any commercial advertising.
- 18. ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, Lincoln County may:
 - a.** Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b.** Include any person or entity designated by contractor as a joint payee on the Contractor's payment check.

- c. In no event shall such approval and action obligate Lincoln County to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

19. INSURANCE COVERAGE and GENERAL REQUIREMENTS: During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Coverage:
- b. **Workers' Compensation** - The Contractor shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- c. **Commercial General Liability** - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
- d. **Automobile** - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
- e. General:
- f. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied.
- g. Lincoln County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
- h. The workers compensation policy must contain a waiver of subrogation in favor of the County.
- i. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
- j. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days notice to the County of any material change in coverage, cancellation, or non-renewal.
- k. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.

shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

- d. Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

25. CRIMINAL CONVICTIONS CHECKS: Lincoln County is committed to providing a crime free environment for its staff and citizens. If the contractual requirements requires your personnel will have access to various areas of County Facilities. The County reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator. At that time, if a criminal convictions check has been requested the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on state issued picture identification card. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters County property (including the owners and subcontracts) in the performance of this contract shall be supplied with the criminal history on company letterhead signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons without this criminal history may be turned away and not allowed to work on any property owned or utilized by the County until proper documentation is submitted and approved by the Contract Administrator.

The County reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the County, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on property with the designated county official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

26. EMPLOYEE VERIFICATION: Contractor shall verify and provide photo identification of each of its employees, and require the same of any subcontractors hired by Contractor. Contractor shall further utilize employees or subcontractors that speak fluent English such that they can understand any directions of the Contractor or County, and be understood in their responses thereto. Contractor at all times it is entered into a contract with Lincoln County shall

comply, to the extent applicable, with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall further ensure that any subcontractors performing work for Company shall at all times comply with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall further execute an affidavit on a form provided by Lincoln County averring such compliance as stated herein.

- 27. IRAN DIVESTMENT ACT:** For new procurements and new, renewed, or assigned contracts with Lincoln County on or after February 26, 2016, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 147-86.55-69)
Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County. (G.S. 147-86.55-69.) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 147-86.55-69.) Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 147-86.55-69.) In addition, Lincoln County may contract with, but is not required to, a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 147-86.55-69.) Any such exemption shall be entered by Lincoln County into the procurement record. The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (G.S. 147-86.55-69.) It shall be each vendor's responsibility to monitor its compliance with this restriction.
- 28. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** NCGS 147 Article 6G Effective November 1, 2017

