



**CLEVELAND COUNTY PARTNERSHIP FOR CHILDREN, INC.
REQUEST FOR PROPOSALS (RFP)**

TITLE: Bid for Office Relocation Services

ISSUE DATE: March 24, 2022

ISSUING AGENCY: Cleveland County Partnership for Children, Inc.
Attn: Shannon White, Executive Director
105 East Ridge Street
Kings Mountain, NC 28086
Tel: (704)734-2052
Fax: (704)734-2058
Email: shannon.white@ccpartnershipforchildren.com

Sealed Proposals subject to the conditions made a part hereof will be received until 4 p.m., April 4, 2022 for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE **CLEVELAND COUNTY PARTNERSHIP FOR CHILDREN, INC.** AT THE ADDRESS AS SHOWN ABOVE.

Direct all inquiries concerning this RFP to Shannon White, Executive Director, at the telephone number as shown above.

NOTE: A MANDATORY PREPROPOSAL CONFERENCE for all prospective Contractors is required prior to April 1, 2022 to view supplies, materials and equipment to be moved to a new office location. Contact Shannon White at the above email address to schedule the preproposal conference. Preproposal Conference attendance is a prerequisite for consideration of a Contractor's proposal. Full RFP Documents are located on the CCPFC website at <https://www.ccpfchildren.org/>.

It is the Contractor's responsibility to ensure that all addenda have been reviewed.

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1. INTRODUCTION

The Cleveland County Partnership for Children, Inc. (hereinafter referred to as the “CCPFC”) is soliciting proposals to establish a contract through competitive negotiations. The purpose of this Request for Proposals (RFP) is to acquire the services of a qualified contractor (hereinafter referred to as the “Contractor”) to provide building relocation services for a new CCPFC administrative office site located in Shelby, North Carolina.

2. BACKGROUND

The Local Partnerships are responsible for delivering services to children and their families through North Carolina’s Early Childhood Initiative, referred to as the Smart Start program. The CCPFC for which building renovation services are required is a separate and independent IRC § 501(c) charitable organization with a June 30 fiscal year end.

3. SCOPE OF WORK

The Contractor will work under the direction of CCPFC and will be responsible for the successful completion of the administration office relocation project as defined in this RFP in accordance with Federal and State requirements. The following indicates minimum requirements that must be met before a proposal will be considered. All information must be indicated in writing within the proposal.

3.1 Minimum Requirements For Entire Proposal

- 3.1.1 The Contractor must appoint a project manager for the duration of this RFP, including implementation. This project manager will work in conjunction with the CCPFC.
- 3.1.2 The Contractor must provide in writing a general description of firm, including a description of prior experience providing building/renovation services.
- 3.1.3 The Contractor must provide proof of the liability insurance coverage.
- 3.1.4 The Contractor must provide proof of compliance with any and all applicable federal, state, and local requirements in order to do business and provide the services required within the State of North Carolina.
- 3.1.5 It shall be the responsibility of the Contractor to obtain any necessary permits.

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3.1.6 Contractor must adhere to all state, city and county codes. Any permits will be provided by Contractor. Contractor is responsible for all damages to supplies, materials and equipment to be moved as well as premises from which same are moved and premises to which same will be moved.

3.1.7 The work will be commenced immediately upon issuance of a notice to proceed and be completed no later than 7/01/2022 or a future date as designated by CCPFC.

3.3 Building Relocation Services Required

The following are general relocation services that the Contractor may be required to perform for the CCPFC. Specific requirements for this project will be reviewed during the Preproposal Conference held at the site where supplies, materials and equipment to be moved are currently located.

- 3.3.1 Provide all packing boxes, tape, wrap and other materials necessary for the safe and efficient removal and transport of all supplies, materials and equipment to be moved;
- 3.3.2 Removal from walls, floors, etc. certain shelving, cabinets and other storage items;
- 3.3.3 Removal of room divider from walls and ceiling;
- 3.3.4 Provide packing services for certain supplies and materials to be moved;
- 3.3.5 Provide packing and moving services for computer, printing, copying and other electronic equipment;
- 3.3.6 Provide packing and moving services for files and records;
- 3.3.7 Provide moving services for large office equipment including desks, chairs, conference tables and chair, ice maker, refrigerator, bookcases, credenzas, filing cabinets, rugs, etc.;
- 3.3.8 Provide all manpower, transportation, fuel, and other materials and services necessary to successfully accomplish relocation.
- 3.3.9 Preproposal conference is required to view all items to be removed/packed/moved prior to submitting proposal.

5. PROPOSAL REQUIREMENTS

5.1 General Guidelines

The Contractor should follow the general guidelines below in developing and submitting the proposal:

- Submit to the CCPFC one (1) signed original cost proposal.

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- Itemize costs for packing materials, crew labor, transportation, fuel, moving time, travel time, and any other categories necessary to successfully accomplish relocation.
- Contractor must provide proposal documents in sealed packages.
- All proposals must be received no later than 4 p.m. on the date and at the address noted on the front of this Request for Proposal.
- In the cost proposal, indicate ALL costs for relocation services.

5.3 Cost Proposal.

The cost proposal shall be evaluated only for those prospective Contractors who successfully meet the technical requirements.

5.3.1 The initial contract will extend from May 2022 through the period ending August 1, 2022. The prospective Contractor must propose not-to-exceed amounts that reflect the total cost for all services rendered from the date the Contract is executed until the mandatory completion date of project.

5.3.2 The cost proposal must contain a statement that the person signing the offer is a legal representative of the prospective Contractor and is authorized to bind the prospective Contractor to Contract in the event of award.

5.3.3 Include a management/manpower summary that clearly specifies the number and position(s) of individual personnel who will be assigned to complete this project

5.3.4 Submit verification of the prospective Contractor's Federal Taxpayer Identification Number (TIN) or Social Security Number, preferably a copy of the IRS letter assigning the federal tax identification number or a letter signed by an official on agency letterhead indicating the federal tax identification number and the prospective Contractor's legal name; or, Social Security Card.

5.5 Presentation/Demonstration

The prospective Contractor may be contacted to make a presentation regarding the Proposal during the evaluation period.

6. EVALUATION PROCESS

The Local Partnerships will conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this request. Proposals may not be considered if requirements as specified in Sections 3. through 5.5 are not met.

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6.1 Evaluation of General Requirements

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the Contractor and its staff, cost, and adherence to proposal requirements. Award of a contract to one Contractor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the Local Partnerships.

- 6.1.1 Proposals must be received no later than 4 p.m. on the date specified in the RFP cover letter.
- 6.1.2 Any Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies will be rejected.
- 6.1.3 The CCPFC reserves the right to reject any or all proposals.
- 6.1.4 The Cost Proposal will be evaluated for completeness and reasonableness. In awarding the Contract, the cost is important but may not be the determining factor.

6.2 Determination of Successful Proposal Based on the Combination of Technical and Cost Proposals

- 6.2.1 The Contractor whose combination of qualifications and Cost Proposal are deemed to be in the best interest of the CCPFC will be selected as the successful Contractor.
- 6.2.2 The CCPFC will notify the selected Contractor and request that the Contract be signed. If all proposals are rejected, prospective Contractors will be notified promptly by the CCPFC.
- 6.2.3 The Contract must be executed prior to the start of work.

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7. THE PROCUREMENT PROCESS

In soliciting proposals for this Contract, the CCPFC requests a comprehensive proposal in accordance with the format and guidelines specified herein. Prospective Contractors should note that any deviation from those guidelines may be considered grounds of disqualification on the basis of non-responsiveness. The proposal must be received at the Local Partnership address listed on the front of this RFP on or before the due date and time indicated on the cover of this RFP.

7.1 Cost for Proposal Preparation

Any costs incurred by Contractors in preparing or submitting offers are the Contractors' sole responsibility; CCPFC will not reimburse any Contractor for any costs incurred prior to the awarding of the contract.

7.2 Proposal Questions

Questions concerning the specifications in this Request for Proposal will be received until March 30, 2022 at 4 p.m. A summary of all questions and answers will be emailed as an addendum to this RFP. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

7.3 Confidential Information

Trade secrets or similar proprietary data which the prospective Contractor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by North Carolina G.S. 132-1.2 if identified as follows: each page shall be identified in bold face at the top and bottom as "Confidential." Any section of the proposal that is to remain confidential shall also be so marked in bold face on the top of 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 confidential shall be governed by North Carolina law.

8. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be withdrawn on personal requests received from bidders prior to opening time. Withdrawn bids may be resubmitted up to opening time. Negligence or error on the part of the bidder in preparing bid confers no right for withdrawal of the bid after it has been opened. No bid may be withdrawn for 30 consecutive calendar days after opening time except as provided by North Carolina G.S. 143-129.1.

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9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The undersigned Bidder, hereby declares that he has carefully investigated the existing conditions at the project site, has thoroughly familiarized himself with the Contract Documents relative thereto, has read all special provisions furnished prior to the opening of the bids, and that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his sub-contractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. General Statute 143- 129(j).

10. EXECUTION OF AGREEMENT

10.1. CCPFC utilizes a Purchase Order (PO) system to authorize work. Therefore, work shall not begin until a PO is issued. The total cost of the work may not be exceeded without written authorization by CCPFC.

10.2. The form of agreement, which the successful bidder, as Contractor, will be required to adhere to, is the issued PO.

10.3 General Conditions, all sections of the Bid Package and CCPFC specifications, shall be carefully examined by each bidder prior to the submittal of a bid; no allowance shall be made by the CCPFC to a Contractor for failure to review or understand the provisions of the Contract.

10.3.1. CCPFC, Purchase Order Terms and Conditions:

- a. All vendors are required to submit a Vendor Application and a W9 before becoming an Approved Vendor. Vendors that are listed on the North Carolina Debarred Vendor List, will not be considered for doing business with Owner.
- b. Vendors and their subcontractors with 25 or more employees in North Carolina, as defined in Article 2 of Chapter 64 of the NC General Statutes, must comply with E-Verify requirements to contract with Owner. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Further details relating to E-Verify requirements may be found at <http://canons.sog.unc.edu/?p-8248>.
- c. Contractor certifies that: (i) Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina G.S. § 147-

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86.58 (the "Final Divestment List"), and (ii) Contractor will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

Contractor certifies that: (i) Contractor is not listed on any State or Federal Government Suspension of Funding/Do Not Fund Lists which would prevent Contractor from legally receiving payment from State and/or Federal grant fund sources.

- d. Purchase orders are limited to the terms and conditions contained on the face hereof. Any additional or different terms in the Contractor's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument.
- e. Purchase orders, including all references and/or insertions, with the stated terms and conditions thereon, shall constitute the complete agreement between Owner and Contractor. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by CCPFC.
- f. The Contractor warrants the materials and workmanship of this order to:
 - (a) be free from defects in title, claims, liens, labor, material or fabrication,
 - (b) conform to applicable specifications, (c) be suitable for the purpose intended, and (d) be of merchantable quality.
- g. The Contractor warrants the goods and services furnished in accordance with this order shall comply with all Federal, State or Local Laws relative thereto and the Contractor shall defend and hold harmless CCPFC and/or Owner from any claim, liability or loss arising from any trademarks, patent, or copyright infringement.
- h. This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Cleveland, State of North Carolina.
- i. CCPFC shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Contractor until acceptance has been made by CCPFC. Rejected goods shall be returned to Contractor at Contractor's risk and expense.
- j. In the event the Contractor defaults by (a) non delivery as required, (b) not providing adequate assurance of performance, (c) becoming insolvent or making an assignment for the benefitting creditors, or (d) breaches any of

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the terms and conditions of this order, CCPFC may, by written notice to the Contractor, cancel the whole or any part of this order or exercise any other remedy allowed to CCPFC of goods under law.

- k. CCPFC is exempt from applicable sales and use taxes, including North Carolina State Sales and Use Tax and/or County Sales and Use Taxes. Such taxes shall be shown as a separate item on all invoices.
- l. Current safety data sheets shall be provided in accordance with all regulations.

10.3.2. The bidder to whom the contract is awarded by the CCPFC shall deliver to the CCPFC's Project Manager prior to proceeding with the work: 1) policies or certificates of insurance, 2) Performance and Payment Bonds.

10.3.3. Failure or refusal to furnish required information in the form satisfactory to the CCPFC and in a timely manner, could subject bidder to forfeit award of contract.

11. PROJECT TIME AND LIQUIDATED DAMAGES

The provisions of the agreement include stipulations that the work shall be completed by the deadline stipulated. The agreement will not include liquidated damages due to the limited scope of the project. However, the contractor is advised that the work must be done in a timely manner in order for the CCPFC to process full and timely payment for the work at the end of the project.

12. PAYMENTS

CCPFC works on a contract system. Work shall not begin until a contract is fully executed; the contract amount may not be exceeded without written authorization by CCPFC. Payment terms will be detailed in the contract document, and final payment will be made after a final walk thru with CCPFC is completed and found to be satisfactory.

13. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall ensure compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

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14. COPELAND "ANTI-KICKBACK ACT

Contractor shall ensure compliance with the *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c.* for all contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients, as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

15. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276A TO A-7)

Contractor shall ensure compliance with the *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).* When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

Contractor will ensure that, where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and

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provides that no laborer mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contractor will ensure that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.)

Contractor will ensure compliance with the *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)*, as amended, as required. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractor will ensure compliance with the *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* as required. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the

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government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

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FORM OF PROPOSAL – SINGLE
PRIME BID

Date and Time of Bid Opening: _____

Base Bid to including all taxes/fees:

“The person signing this bid form below represents and warrants that (1) the bidder is properly licensed under North Carolina law to perform the work of this project; and (2) that he/she has full authority and representative capacity to execute this bid form in the capacity indicated below.”

__(Company Name)_____

\$ _____ Base Bid

__(Company Name)_____

\$ _____ Base Bid

ALTERNATES:

Name of Bidder: _____(Company)

License Number: _____

By : _____(Signature) _____(Printed)

Title: _____

Address of Bidder _____

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Please initial to acknowledge receipt of any Addenda that have been issued as part of this bid. It is the sole responsibility of the bidder to verify that they have received all addenda issued.

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____
Addendum #7 _____ Addendum #8 _____

*** End of Bid Form *