

INFORMAL
REQUEST FOR PROPOSALS
TITLE:

Historical Courthouse Windows Restoration
RFP # 2018-005

Date of Issue: 09/04/2018
Proposals Due: 09/17/2018, 3:00 PM

For more information contact:
Larry Hayes
Columbus County Maintenance Director
604 N. Thompson Street
Whiteville, NC 28472
Phone (910) 640-6623

County of Columbus
RFP # 2018-005
Informal

Instructions for Bidders

Proposals will be received by the Columbus County Purchasing Department for the Historical Courthouse Windows Restoration as specified in the attached bid package which includes "Service Agreement," "Technical Specifications" and "County of Columbus Locations," until 3:00 pm on the 17th day of September, 2018 at the Columbus County Administration Building, 111 Washington Street, First Floor, Whiteville, NC 28472

A scaffold will be available for potential bidders to use to inspect one of the window units, in order to get a general idea of all window units; however, the safe use of said scaffold is the sole responsibility of the potential bidder and in accordance with Article #15 of the Service Agreement.

Proposals will be submitted in a sealed envelope with the name of the bidder and the title of the proposal.

For any questions regarding this proposal, please contact Larry Hayes at 910-640-6623.

Proposed bid should not include any sales or usage taxes, but should only reflect the actual cost of the service.

The County of Columbus reserves the right to reject any and/or all proposals received, or to select the proposal which, in our opinion, is in the best overall interest of the County of Columbus.

This Request for Proposals and all responses are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to NC General Statute or other applicable laws. Any section of the response package that is deemed to be a trade secret by your company shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION-DO NOT DISCLOSE."

Stuart Carroll, Purchasing Director, County of Columbus

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the County of Columbus, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and _____ (hereinafter referred to as "Contractor").

WHEREAS, Contractor, acting as an independent agent, is an experienced service company and shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for such services.

WHEREAS, County wishes to enter into a contractual agreement with Contractor to provide its services to County's properties as described in Appendix A and following the technical specifications as described in Exhibit A.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

- 1. **Term of Agreement:** The term of this Agreement shall begin _____ and end on _____ with the option to extend the Agreement annually for a maximum of 3 additional years, if agreeable by both parties under the same terms and conditions.
- 2. **Compensation:** As compensation for the services outlined within this Agreement, County shall pay a total amount of no more than _____ dollars (\$_____) to Contractor for services rendered. Contractor shall submit monthly invoices to County for payment within thirty (30) days of receipt of invoice.
- 3. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows unless otherwise documented by a Contract Amendment:

Coverage	Minimum Limits
Worker's Compensation	(If required) Statutory Limits
General Liability	\$1,000,000 per occurrence

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. Contractor shall furnish Certificates of Insurance to County, naming County as an additional insured, prior to the commencement of operations. The Certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to County. Compliance with the foregoing requirements shall not relieve Contractor from its liability and obligations under this Agreement.

- 4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County.
- 5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a

partnership or joint venture relationship between Contractor and County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind County.

6. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of County.

7. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

8. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

County:
Columbus County Maintenance
Attn: Larry Hayes
604 N. Thompson Street
Whiteville, NC 28472

Contractor:

Attn. _____

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Columbus County, North Carolina.

10. Modifications: This Agreement may be amended or modified by mutual written consent of the parties. A modification is not enforceable against County unless it is signed by the Contracting Officer, County Manager or the County Manager's duly authorized official.

11. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

12. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. Termination: This Agreement may be terminated as follows:
Termination by Agreement. This Agreement may be terminated in writing upon the mutual consent of the parties.

Termination by Cancellation. This Agreement may be canceled without cause by either party upon thirty (30) days prior written notice.

14. Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Columbus County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, County shall be entitled to

immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

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15. Hold Harmless: Contractor agrees to indemnify and hold harmless County, its agents, and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation of the aforesaid services.

16. County Policy: County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

17. Safety: It is the expectation of County for Contractor to take all safety precaution necessary to protect its employees, County’s employees and the public from harm.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

COUNTY OF COLUMBUS

CONTRACTOR

(Name of Contractor)

Columbus County Manager

By: _____
Agent for Contractor

Approved as to form.

Amanda B. Prince
Columbus County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Bobbie Faircloth
Columbus County Finance Officer

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COUNTY OF COLUMBUS
TECHNICAL SPECIFICATIONS FOR
HISTORICAL COURTHOUSE WINDOWS RESTORATION

GENERAL DESCRIPTION

Contractor is to supply labor, tools, equipment, supplies, chemicals, etc. to constitute a crew capable of all tasks required to meet all obligation per these specifications (See Appendix A, "Properties").

1.0 General Specifications For All Sites

- 1.1** Contractor shall follow all applicable OSHA regulations that pertain to the nature of its business.
- 1.2** Equipment storage will **only** be allowed while work is in progress unless otherwise previously approved by County. County will not be held responsible for damage or theft to Contractor's tools or equipment.
- 1.3** Any damage done by Contractor or noticed by Contractor must be reported to County's Maintenance Department as soon as possible.
- 1.4** Contractor may apply chemicals applicable to the nature of its business. However, these chemicals and their safe use will be the responsibility of Contractor. Contractor must provide SDS's per state regulations. Care must also be used during the work process to prevent any unnecessary hazard to the public visiting County's facility, staff or property.
- 1.5** Contractor shall be on-call to assist County as needed in the event its business actions create an after-hours issue. Any services rendered outside the scope of this Agreement incurring additional cost must be pre-approved by County's Maintenance Director.
- 1.6** Failure of Contractor to meet or perform work to specifications as deemed by County shall warrant immediate cancellation of this entire Agreement, at which time only invoices for completed acceptable work will be accepted by County.
- 1.7** This Agreement will expire on _____ .
- 1.8** If draws are required or requested, County reserves the right to refuse such draw if County determines that such payment is beyond work completion. Payment for services will be made within thirty (30) days of submission of a proper invoice.

2.0 Scope of Work

2.1 General

Contractor shall willingly coordinate its scope of the work process with all craft workers, sub-contractor and County Maintenance workers as required, to meet required progress of the project. No contractor, craft worker or sub-contractor will be held accountable for delays caused by others or weather.

Contractor shall provide details of work before work begins which shall include but is not limited to:

- a. Repair all window Frames, Heads, Jambs, Sills, Jambliners, Sashes, Check Rails, Rails (upper and lower), etc.
- b. Remove any plexie glass, plastic, wood panels, etc., where glass was originally installed and replace with glass.
- c. Replace window lifts and Sash Locks

Excessive clean-up needs created by Contractor which places the public or County's staff at risk will be expressed by County and shall be addressed at once by Contractor.

2.2 General Objectives

- a. Restore each complete window to as close to original condition as possible.
- b. For fire evacuation purposes assure as many windows open and close as possible.

2.3 Exclusion

Contractor will not be responsible for the inner wall trim installed for cosmetics and beautification purposes.

2.3 Exception

In the event that inclement weather would endanger Contractor's staff in the attempted performance of their duties, Contractor will inform County's Maintenance Department.

This Agreement is subject to amendment and a rate adjustment in the event County and Contractor agree on additional work that may be required.

**County of Columbus
Properties**

Appendix A

1. Columbus County Historical Courthouse, Whiteville, NC 28472
- 2.
- 3.
- 4.