



QUOTE AND PROJECT REQUIREMENTS

for

Concrete Replacement

At

***Government Center Statesville Complex
200 South Center Street, Statesville, NC 28677***

DEADLINE FOR SUBMITTING QUOTES

5:00PM Friday, November 17, 2023

SUBMIT QUOTES VIA EMAIL TO

~Contact~

David Saleeby

Project Manager

200 S. Center St. Box 788

Statesville, NC 28677

704-450-1219

david.saleeby@co.iredell.nc.us

A. INTRODUCTION

Iredell County is requesting quotes for all labor and materials for replacement of concrete slab needed to correct drainage issues at the Government Center Statesville Complex, Veteran entryway located at 200 South Center Street.

All **questions** regarding this Request for Quote must be submitted in writing no later than 5:00PM, Wednesday, November 15, 2023 by email. Responses to all questions received will be made in writing by addendum and placed on the County's website.

SCHEDULE OF EVENTS:

11/01/23	Release
11/15/23	5:00 PM, Last day to submit questions
11/17/23	Friday, 5:00 PM, Deadline for submitting Quotes – Via Email to david.saleeby@co.iredell.nc.us

B. GENERAL REQUIREMENTS

All vendors submitting quotes in relation to this request should familiarize themselves with the following general terms and conditions.

1. Quotes submitted in response to this request will be governed by N.C. General Statute, Iredell County Purchasing Ordinance and the general provisions outlined in this request.
2. Iredell County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Iredell County are expected to fully comply with the County's non-discrimination policy.
3. Iredell County reserves the right to accept or reject any or all quotes, evaluate all quotes, especially where there is a wide range in specifications, and make an award in the best interest of the County. Iredell County reserves the right to take exception to or waive any item in the quote.
4. **Please Read Carefully:** Quotes submitted in response to this request will be evidence of acceptance of Iredell County's terms and conditions, including here by reference Iredell County's Purchase Order Terms and Conditions, and, combined with the terms and conditions set forth in this request for quote, make up the entirety of the contract to which Iredell County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Quote proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals *may* be considered during the quote review process but will remain subject to rejection at the sole discretion of Iredell County in favor of any quote containing conditions more favorable to the County. Iredell County accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. **Regardless**, proposals taking total exception to Iredell County's terms and conditions and this quote document will be considered nonresponsive to this quote request and rejected as such. Iredell County reserves the right to accept or reject any or all quote proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.
5. All informal contracts for construction or repair work shall be awarded to the lowest responsible, responsive vendor, taking into consideration quality, performance, and the time of delivery specified in the quote for the performance of the contract. In making a determination of responsibility, Iredell County may use criteria such as:
 - References
 - Insurance coverage

6. All quotes must be accompanied by the vendor's proposed start and completions schedule or timeline and other pertinent project data.
7. **OMISSIONS:** Omission in this solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.
8. Requesting all quotes be electronically transmitted to David Saleeby at david.saleeby@co.iredell.nc.us
9. Iredell County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a quote proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the vendor. Nothing in this solicitation or any response submitted pursuant to shall obligate Iredell County to award a contract to a vendor.
10. **PAYMENT:** No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.
11. It is Iredell County policy to offer open and fair quote opportunities to all qualified contractors who are interested in participating in quotes for Iredell County projects and to encourage and assist small or minority-owned businesses who might not otherwise be able to participate in our projects. Therefore, Iredell County may approve a prepayment of a percentage of project cost, never to exceed 30%, to facilitate the purchase and placement of project materials and to stage equipment and personnel at the site. To qualify, a contractor must include a request for prepayment with their quote providing adequate basis and justification for pre-payment. Iredell County will review the request and make a determination as to approval and amount. Prepayments are made at the sole discretion of the County and no quote should be submitted contingent on prepayment. If pre-approved, payment will be made after an invoice has been submitted to the PROJECT MANAGER.
12. **TAXES:** It is Iredell County policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Iredell County property taxes. In the event the lowest, responsive vendor is found delinquent, Iredell County reserves the right to a) reject said Contractor's quote as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.
13. Iredell County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Iredell County's insurance and risk requirements *is a requisite* for award. Do not make changes to or take exception to these insurance and risk requirements. Quotes offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this quote solicitation's requirements and specifications and not responsible. Such offers will be rejected.
14. **Terms & Conditions Acceptance:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement. Signature also denotes agreement that the terms and conditions of this quote shall override all other terms and conditions, regardless of form or delivery.

C. CONTRACT TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the awarded contractor, Iredell County may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Iredell County may immediately terminate for cause all existing contracts between Iredell County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.

2. **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.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net, not earlier nor later than, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Iredell County is responsible for all payments to the contractor under the contract.
6. **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.
7. **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 new condition. All containers and packaging shall be suitable for handling, storage or shipment.
8. **PATENT:** The contractor shall hold and save Iredell 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.
9. **ADVERTISING:** Contractor agrees not to use the results of this RFB or any resulting contract or the name of Iredell County as part of any commercial advertising.
10. **ASSIGNMENT:** No assignment of the contractor's obligations or 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, Iredell 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. In no event shall such approval and action obligate Iredell County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
11. **GENERAL INDEMNITY:** The contractor shall hold and save Iredell County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that Iredell County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Iredell County's agents who are involved in the delivery or processing of contractor goods to Iredell County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
12. **E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of

North Carolina, who employ 25 or more employees in this State, use E-verify to verify the work status of newly hired employees. Additionally, North Carolina General Statute 153A-449 states that “Contractors Must Use E-Verify. - No county may enter into a contract unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

Therefore, as a condition of payment under this contract, the seller or vendor agrees to and must comply with Article 2 of chapter 64, as well as take measures to ensure that any subcontractor performing work for the Vendor under this contract complies with the provisions of this statute. By submitting a signed offer in response to this solicitation, seller or Vendor verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Upon request of the Iredell County, Vendor shall verify, by affidavit, compliance of the terms of this section.

The seller and/or vendor acknowledges that payment by the County is conditioned upon the vendor’s, or its subcontractor’s, compliance with Article 2 of Chapter 64. Failure to comply may render any contract with the County void and unenforceable.

13. IRAN Divestment Act (N.C.G.S. 147 Article 6E): During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act ([S.L. 2015-118; SB455](#)) (“the Act”) which prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector.

The Act requires the State Treasurer’s Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer’s list (called the “Final Divestment List”) is prohibited from contracting with state agencies and local governments. Local governments and state agencies must require entities with which they contract to certify that the entity not included on the Final Divestment List. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

Submission of a signed Quote in response to this solicitation indicates contractor’s understanding of the requirements of this act and will serve as preliminary certification by the individual signing that the entity is not included on the Final Divestment List and they are prohibited from subcontracting with any entity included on the Final Divestment List. Any contract entered into with an entity included on the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.

The contractor under consideration for award of this contract will be required to submit a separate certification prior to such award.

14. **TERMINATION:** Iredell County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.

D. MINIMUM INSURANCE REQUIREMENTS

Iredell County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Iredell County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)

- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate. Workers Compensation: **Workers Compensation is required for companies that employ three or more employees according to the North Carolina Workers' Compensation Act.**
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

RISK CONTROL

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

E. SCOPE OF WORK - 200 South Center Street

Iredell County is asking quotes to demo concrete, pour a new sidewalk section and install a new trench drain for a section of sidewalk located just outside the North entrance doors located at Veteran Services . We are also asking contractors to tie in the previously disconnected roof drain line if it is found under the concrete slab.

No mandatory meeting is required, however, contractors are allowed to view the premises during normal operating hours, Monday-Friday, 8:00 AM – 5:00 PM. All questions that arise from the site visit must be submitted to David Saleeby in writing by email.

All work must be coordinated with Iredell County Project Manager to insure uninterrupted access of the public and staff during normal operating hours. It is the responsibility that contractors/subcontractors provide a clean and safe working area. Temporary barricades, directional signage, and other appropriate measures are the responsibility of the awarded contractor to insure the safety of their personnel, the public, and staff, as well as comply with all OSHA requirements and procedures.

The Contractor shall protect exposed surfaces adjacent to the work from physical damage resulting from construction activities. The Contractor shall clean, repair, or replace, as required any surface or area damages during the course of the work at no additional cost to Iredell County.

The Contractor shall adequately and fully protect all parts of the project work against damages until all aspects of the Project have been submitted and accepted by the Project Manager. Damages shall be promptly repaired by the Contractor at no additional expense to Iredell County.

Contractors are responsible for their own construction methods. All contractors shall familiarize themselves with existing conditions. Field verify all dimensions and do not scale the drawings provided for final dimensions.

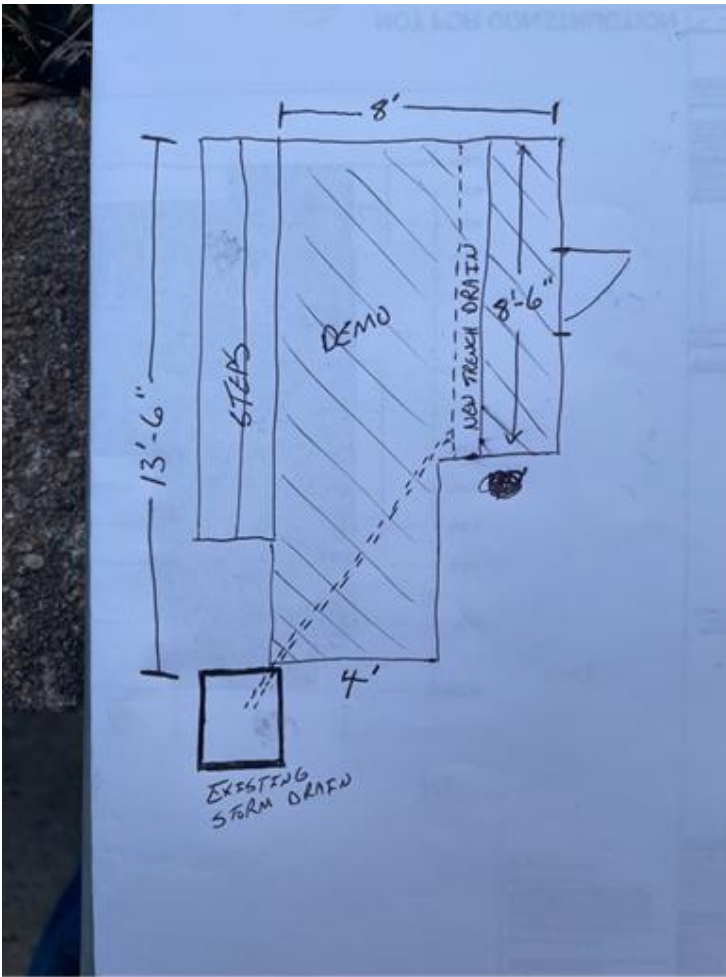
All portions of the project shall comply with the latest editions of applicable volumes of the North Carolina State Building Code, as well as meet additional requirements and stipulations of local ordinances and local building code officials having jurisdiction. **Contractor is responsible for obtaining all appropriate permits, licenses, fees, inspections from the City of Statesville, Iredell County or State as required. Contractor and all subcontractors to obtain all necessary permits and provide proof of Final Approval/Inspection(s) by all agencies having jurisdiction before making Application for Final Payment.**

All work shall be done by competent, skillful workmen in a substantial and craftsman-like manner. Contractors warrant and/or guarantee all material and workmanship installed under this contract to be of good quality in every respect and to remain so for predetermined periods as set forth in the scope of work.

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the Contractor for *two years* from transfer of title against any defects. The Contractor shall correct defects that may occur as the result of faulty materials or workmanship, or otherwise nonconforming work, within *30 days or sooner* after notification by Iredell County, at no additional cost to Iredell County. The period of the Contractor's warranty (is) for any items herein are not exclusive remedies, and Iredell County has recourse to any warranties of additional scope given by the Contractor to Iredell County and all other remedies available at law or in equity. The Contractor's warranties shall commence with acceptance of/or payment for the work in full.

The Contractor shall pass along to Iredell County any and all warranties offered by the manufacturers, at no additional costs to Iredell County.

See sketch and picture below.



F. QUOTE SHEET & CONTRACT TERMS ACCEPTANCE FORM
CONTRETE REPLACEMENT

Company _____

Address: City/State/Zip _____

OFFER

- A. This offer shall be open to acceptance and is irrevocable for a minimum of **Ninety Days** from the quote closing date.
- B. Having examined the Place of Work and all matters referred to in the Quote/Contract Documents prepared by Iredell County for the above mentioned project, we, the undersigned, hereby offer to provide a complete Work for the Quote Sum of:

QUOTE \$ _____ **U.S. Dollars**

- C. The following Addenda have been received. The modifications to the documents noted below have been considered and all costs are included in the quote sum.

Addendum # _____ Dated: _____

Addendum # _____ Dated: _____

- D. If this quote is accepted, we will complete the Work in _____ calendar days from Notice to Proceed.

By signing below, the individual accepts and verifies:

- a) That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- b) That this offer is not a “sham” offer and is made without collusion.
- c) Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

Printed Name of Authorized Individual

Signature

Title

Phone

Date