

HACL-2022-001

Chain Link Fence – Eastwood Terrace



407 N. Sycamore Street

Lumberton, NC 28358

(910) 671-8200

www.lumbertonhousing.org

Invitation for Bids

Eastwood Terrace – Chain Link Fence (875 Feet)

Lumberton, NC 28358

HACL-2022-001

Issue Date: **January 10, 2022**

Pre-Bid Meeting/Site Tour: **Friday, January 21, 2022 at 11:00AM**

Deadline for Questions: **Wednesday, January 26, 2022 at 12:00PM**

Bid Deadline: **Tuesday, February 8, 2022 at 3:00PM**

This communication serves to apprise you and your firm of the above-mentioned Invitation for Bid (IFB) for the installation of a commercial grade chain link fence. We invite you and your firm to respond to this IFB. Please review carefully review all sections of the IFB, paying particular attention to the closing date and time listed above.

All inquiries shall be submitted through Housing Agency Marketplace.

SEALED BID PROPOSAL HACL-2021-025

Chain Link Fence – Eastwood Terrace

Issue Date: **January 10, 2022**

Title: **Eastwood Terrace – Chain Link Fence (875 feet)**

Due Date: **Tuesday, February 8, 2022 at 3:00PM**

Issuing Agency: Housing Authority of the City of Lumberton
407 N. Sycamore St.
Lumberton, NC 28358

Period of Contract: The initial term or period of the contract shall be until project completion with the effective date to be determined at time of award.

All inquiries should be submitted through Housing Agency Marketplace.

Bids should be directly sent to Housing Agency Marketplace. Emailed proposal shall not be accepted. The offeror is fully responsible to ensure that your proposals arrive in completion to the designated location.

In compliance with this Invitation for Bid and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiations. The undersigned further certifies that he/she is authorized to sign this document on behalf of the submitting firm.

Name of Firm

Date: _____

Address of Firm

By: _____
Signature

City and State Zip Code

Name: _____
Print Name and Title

Phone No.: _____

Fax No.: _____

Email: _____

FEI/FIN No.: _____

NOTE: Changes to this IFB may be issued in the form an addendum at any time prior to the due date and time for submitting proposals. Housing Agency Marketplace will send any addendums to any vendor who directly received a copy of the IFB. Any vendor who did not directly receive a copy of the IFB from Housing Agency Marketplace is encouraged to visit the web site regularly to learn of any changes to the solicitation. HACL’s purchasing regulations require each offeror to acknowledge receiving a copy of the addendum by the proposal due date and time or included with the firm's response to the solicitation.

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I. PURPOSE

HACL is seeking bids from qualified and experienced firms who have a successful history in the installation of commercial grade galvanized chain link fence. It is the intent of this proposal to establish a contract for the installation of a commercial grade chain link fence to include labor, materials, equipment, permits, etc. The selected Contractor must provide all necessary permits, transportation, supervision, labor, licenses, tools, equipment, services and expertise to perform contractual services.

II. BACKGROUND

Housing Authority of the City of Lumberton (HACL) was chartered by the City of Lumberton, North Carolina in 1949 as a government unit to provide low-income citizens with safe, clean, and affordable housing and help improve their quality of life. The City Mayor appoints the Board of Commissioners; we currently have a seven (7) member board. The Housing Board governs the hiring of the Executive Director and has ultimate responsibility to ensure that the agency operates in compliance with HUD and Federal Government policies. The HACL is responsible for the administration of 729 public housing units dispersed in 12 communities throughout the city.

III. SMALL, PHA RESIDENT-OWNED, WOMEN-OWNED, MINORITY-OWNED AND SECTION 3 BUSINESSES AND INDIVIDUAL PARTICIPATION

HACL is committed to providing quality housing and economic opportunities for our residents and the neighborhoods we serve. One of the major requirements for this is Section 3 of the HUD Act of 1968, which requires that HUD funds provide low-income individuals with a springboard for economic empowerment through direct participation in construction and other activities that are designed to physically improve and revitalize the communities in which they live.

It is the policy of the Housing Authority of the City of Lumberton to contribute to the establishment, preservation, and strengthening of small businesses, businesses owned by women, minorities and Section 3 businesses and individuals to encourage their participation in procurement activities. HACL encourages contractors to provide for the participation of small businesses, businesses owned by women, minorities, and Section 3 businesses and individuals through partnerships, joint ventures, subcontracts, or other contractual opportunities. If you are not a Section 3 business concern then a plan for involvement of these types of businesses is required.

By submitting a bid, the Offeror certifies that all information provided in response to this IFB is true and accurate.

IV. GENERAL REQUIRMENTS

1. Interested firms are invited to submit their qualifications along with at least three (3) references for consideration.
2. **Bid Bond**; Each proposal **\$50,000.00 or over** shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.
3. **Performance and Payment Bonds**; will be required for every contract **\$50,000.000 or over**, this must be issued in accordance with Article 3 of the Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded. A Performance Bond and a Payment Bond will be required for one hundred percent (100%) of the contract

price. Payment will be made on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days.

V. THE CONTRACTOR

1. HACL requires the observance of minimal acceptance standards of conducting business by the “Contractor” and his employees, in the execution of this contract and that the “Contractor” agrees to the adherence of said standards which are set forth as follows:
 - 1.1. Uniforms shall properly identify all employees with the name of the firm prominently displayed, on/or, at a minimum, they shall have picture identification cards prominently displaying the employee’s name and company name. Regardless of the method of identification, the employee shall be properly dressed in a professional manner at all times.
 - 1.2. The “Contractor” shall insure proper supervision of personnel at all times. Any complaints or problems with employees shall be settled within twenty-four (24) hours. The “Contractor” will provide a contact telephone number, at her/his/their business location, which will allow the Authority to contact the Contractor regarding complaints or problems. This number shall remain connected and active at all times during the life of the contract.
 - 1.3. Inspection of work performed shall be conducted, as HACL deems necessary. During these inspections, an HACL representative shall identify all areas that have substandard conditions. Failure of the “Contractor” to correct the problems within twenty-four (24) hours or the recurrence of the problem on the future inspections shall be grounds for immediate cancellation of the “Contractor” for just cause.
 - 1.4. The “Contractor’s” employees shall exercise care at all times when performing the requested work on the grounds of HACL. Negligent damages to resident and HACL property shall be the responsibility of the “Contractor”.
 - 1.5. Automotive type vehicles (i.e., passenger cars, trucks, etc.) are prohibited from operating in areas other than streets and parking lots.
2. The “Contractor” shall be responsible for the equipment. HACL shall not be liable for any damage to the equipment used by the “Contractor” in performing this contract regardless if the equipment is leased or owned by the “Contractor”.
3. Subject to the power and authority of HACL as provided by law in this contract, HACL shall be in all cases determine the quality, quality and acceptability of the work, materials and supplies for which payment is to be made under this contract. HACL shall decide the questions that may arise relative to the fulfillment of the contact of the obligations of the contractor hereunder.
4. The issued Notice to Proceed under this Agreement will give the “Contractor” a period of sixty (60) days from start to finish.
5. The “Contractor” shall not pay less than the Davis Bacon Wage Rates, construction type Highway in the locality to all employed on the job as specified by the Department of Labor, General Decision Number: NC20210091; Published: 01/01/2021, State: North Carolina, Construction Type: Highway, County: Robeson (copy attached).
6. The “Contractor” shall comply with the Contract Work Hours Safety Standards Act, by paying to laborers and mechanics (including watchman and guards) no less than one and one half (1 ½) times the basic rate of pay for all hours worked over forty (40) in any work week.
7. The “Contractor” shall be responsible for all damages to HACL that may be caused by or result from defective or improper services or from the failure of the “Contractor” to deliver such services in accordance to the terms of the proposal.

8. The “Contractor” shall be responsible for and required to make good at its expense any and all damages arising during the period of this Agreement caused by carelessness, neglect or want of due precaution on the part of the “Contractor” and/or its agents, employees and workmen.
9. The “Contractor” shall complete all work orders required under this contract within **60 calendar days of the effective date of the Notice to Proceed.**

If job conditions (i.e., extreme heat or wet weather) prohibits the “Contractor” from performing the duties under the contract and meeting the schedule, notification must be given to the Authority’s contract monitor.

VI. SCOPE OF WORK

Installation of 875 foot of Commercial Grade Chain Link Fence as follow;

Diamond Galvanized Steel Chain Link Wire-Mesh Fence 2” mesh, 9g and 1 ¾” mesh, 9g, top and bottom knuckle selvage, 96” (8’ high). Fence to be Color Fused Bonded Vinyl Coated Wire in Black.

Galvanized steel framework and fittings;

Terminal Post Heavy Gauge 9g

Top Rails Heavy Gauge 9g

- Corner and pull posts shall be 2.875” diameter. Line posts shall be 2.375” in diameter
- Framework shall be in accordance with ASTM F 1043
- Provide and install post caps for each post in accordance with ASTM F 626
- Set posts in concrete against undisturbed soil
- Spacing of posts shall be no further than 10’ O.C.
- Attach fence to posts and frames with clips and ties in accordance with ASTM F 626
- GBW Wire Has No Sharp Points to Cut Your Hands During & After Installation
- New fence shall carry a 5-year parts and labor warranty

Material Handling and Disposal (included in price)

The selected contractor is responsible for all debris removal. All debris is to be removed and disposed offsite. The City of Lumberton does NOT pick up debris from HACL’s sites.

Site Clean-Up

The site should be restored, as close as reasonably practical, to conditions existing to work commencing. The selected Contractor shall remove all debris from sites and dispose of all debris. The selected Contractor shall clean up the site and remove and dispose of all debris at the end of each day’s operation.

Protection of Property

The Contractor shall take all necessary precautions to eliminate damage to adjacent buildings, electrical service, trees, shrubs, lawns, curbs, walks, or other real, and/or personal property. Holes or ruts made in lawn, regardless of size, shall be filled with sandy loam soil, seeded with turf grass lawn seed mix.

Warranty

All construction shall, unless otherwise specified herein, carry a one-year warranty from the date of acceptance and date of final invoice excluding neglected maintenance, misuse, vandalism, or damage from acts of God. Where applicable, warranty shall apply. Warranties will be voided in cases of physical and or chemical damage. All material is warranted to be as specified. All work is to be completed in a workmanlike manner according to standard practices.

VII. WARRANTY

All construction shall, unless otherwise specified herein, carry a one-year warranty from the date of acceptance and date of final invoice excluding neglected maintenance, misuse, vandalism, or damage from acts of God. Where applicable, warranty shall apply. Warranties will be voided in cases of physical and or chemical damage. All material is warranted to be as specified. All work is to be completed in a workmanlike manner according to standard practices.

VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. IFB Response

1.1 In order to be considered for selection, offerors must submit a complete response to this IFB. One (1) unbound original and (1) copy of the proposal must be submitted to the issued agency on or before closing date. Facsimile or electronically transmitted proposals will not be accepted. Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of HACL’s officials files and will not be returned to the offeror.

1.2 The bids shall be in a sealed envelope or sealed package and addressed;

Housing Authority of the City of Lumberton
407 N. Sycamore St.
Lumberton, NC 28358

The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follow:

Invitation for Bid - HACL-2022-001
Chain Link Fence Eastwood Terrace
Attn: Barbie J. Hunt, Capital Funds and Special Projects

2. Bid Preparation

2.1 The Offeror's Bid amount must include all permits, parts, materials, labor, taxes, and shipping.

2.2 Bids shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in HACL requiring prompt submission of missing information.

2.3 Bids which are substantially incomplete or lack key information may be rejected by HACL or given lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived or subject to negotiation.

2.4 The bid should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB.

3. Oral Preparation: Offerors who submit a proposal in response to this IFB may be required to give an oral presentation of their proposal to HACL. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. HACL will schedule the time and location these presentations. Oral presentations are an option of HACL and may or may not, be conducted.

4. Specific Bid Instruction: Bids should be as thorough and detailed as possible so that the HACL may properly evaluate your capabilities to provide the required goods/services.

Offerors are required to submit the following items as a complete proposal:

4.1 The IFB cover sheet and all addenda(s) acknowledgment(s), if any, signed and filled out as required. Provide information that the person signing the IFB is authorized to bind the firm(s).

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- 4.2 All HUD Forms, Statement of Offeror's Qualification, attachments to the IFB, and other specific items or data requested in the IFB.
- 4.3 A list of at least three (3) references where the Offeror has performed similar services, including, without limitation references from public housing agencies and/or other governmental clients. Include the names, addresses and telephone numbers of the contact person for each reference as well as a brief description of the services performed.
- 4.4 Cost of the Bid Proposal. All costs incurred, directly or indirectly, by the Respondent in response to and in preparation of this IFB shall be the sole responsibility of the Respondent and shall be borne by the Respondent. Proposers shall not include any such expenses as part of their proposals.

5. IFB Requirements and Conditions

- 5.1. Minimum Requirements. This IFB sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.
- 5.2. Cost of the Proposal. All costs incurred, directly or indirectly, by the Respondent in response to and in preparation of this IFB shall be the sole responsibility of the Respondent and shall be borne by the Respondent. Proposers shall not include any such expenses as part of their proposals.
- 5.3. Clarification to Proposals. The HACL reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses. HACL may conduct interviews with one or more agencies for such purposes.
- 5.4. Cancellation of the IFB. The HACL reserves the right to cancel this IFB at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACL. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- 5.5. Collusion. Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACL has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
- 5.6. Insurance Requirements
 - 5.6.1 All contractors and/or professional firms must submit verification of coverage for \$1,000,000 General Liability and applicable Workmen's Compensation coverage with HACL designated as an additional insured for said project prior to the award of Contract.
 - 5.6.2 Proof of Insurance, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors or subconsultants used in the performance of this contract to name HACL as an additional insured. Following are the standard types and minimum amounts.
 - 5.6.3 The contractor shall carry all necessary, and required Insurances, as required by the state of North Carolina, including but not limited to:
 - 1. Comprehensive Commercial General Liability, coverage shall have minimum limits of \$1,000,000 general aggregate, products / completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. Coverage shall be written on an occurrence basis.
 - 2. Commercial Automobile Liability, coverage shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury liability ND

PROPERTY DAMAGE LIABILITY. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership. Within North Carolina Financial Responsibility laws.

3. Worker's Compensation Insurance, coverage to apply for all employees and for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
 - 5.6.4 Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law. The Contractor shall provide a certification of Liability Insurance and Workers Compensation.
 - 5.7. Cancellation of the IFB. The HACL reserves the right to cancel this IFB at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACL. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of this Bid.
 - 5.8. Identification. The Contractor agrees to identify, defend and hold harmless HACL and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this RFP or subsequent contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACL on account of any claim therefore, except where such indemnification is prohibited by law.
 - 5.9. Suspension/Debarment. The Contractor shall provide a certification statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.
 - 5.10. Americans with Disabilities Act. Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
 - 5.11. Choice of Law. The resulting contract will be entered into within the State of North Carolina and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within Robeson County and the state of North Carolina shall be followed with respect to the contract.
 - 5.12. Payment to contractor. Invoicing and payments shall be made to HACL in accordance with the policies and procedures of the Agency. The following HUD forms shall be submitted by the Contractor for payment.
 - US Department of Labor Certified Payroll Forms
 - 5.13. Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Bidder on the bid form.
6. Proposal Preparation
- 6.1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in HACL requiring prompt submission of missing information. Proposals which are substantially incomplete or lack key information may be rejected by HACL or given lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived or subject to negotiation.
 - 6.2. Bids should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be placed on completeness and clarity of content.

- 6.3. As used in this IFB, the terms "must", "shall", "should", and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the IFB some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however; it may seriously affect the overall rating of the Offerors' Bid.

IX. IFB RIGHTS

Right to reject, waive, or terminate the IFB. Reject any or all proposals, to waive any formality in the IFP process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interest.

Right to Not Award. Not award a contract pursuant to this IFB.

Right to Terminate. Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful proposer.

Right to Determine Time and Location. Determine the days, hours and locations that the Contractor shall provide the services called for in this IFB.

Right to Retain Bids. Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contact Person.

Right to Negotiate. HACL shall retain the right to negotiate the amount of fees that are paid to the successful Offeror, meaning the fees proposed by the apparent successful proposal may be the basis for the beginning of negotiations.

Right to Award. To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture proposals) for the same or different items; to select a respondent(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any respondent(s) to a time of the HACL's choosing.

Right to Reject any Bid. Reject and not consider any proposal that does not, in the opinion of HACL, meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

No Obligation to Compensate. Have no obligation to compensate any Offeror for any costs incurred in responding to this IFB.

Right to Interview. Request an oral interview with, and additional information from, companies prior to final selection of a provider. (NOTE: If an oral interview is requested, respondent will be given at least three (3) business days' notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.)

Right to Consider. Consider information about a company in addition to the information submitted in the response or interview.

Right to Prohibit. At any time during the IFB or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the

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requirements detailed herein. By downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the Agency Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

X. PRE-BID MEETING/SITE TOUR

Participants will meet at HACL's main office, 407 N Sycamore Street, Lumberton, NC 28358. All bidders are encouraged to attend the pre-bid conference and visit the sites.

XI. METHOD OF PAYMENT

Such estimates shall be submitted no later than 10 days in advance.

The following HUD forms shall be submitted by the Contractor for payment;

- US Department of Labor Certified Payroll Form