SERVICES
REQUEST FOR QUALIFICATIONS

PLUMBING CONTRACTING SERVICES

MAY 11, 2016

Due Date:	**Friday, May 20, 2016**
and time:	4:00 pm (eastern standard time)
Mailing Address:	P. O. Box 230 High Point NC 27261
Delivery Address:	211 S. Hamilton St. Room 312 High Point, NC 27260
Contact:	Richard Fuqua, Affordable Housing Manager
E-mail:	richard.fuqua@highpointnc.gov
Phone:	336-883-3348
Fax:	336-883-3355

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE, PLEASE CONTACT (336) 883-3349 AS SOON AS POSSIBLE

VENDOR NAME: _____

Bidder Information Form

contract is not valid if this page is not filled in

_____

Vendor Name ***(include d/b/a information if applicable)***

Entity Formation ***(check applicable):*** **Corporation** **Limited Liability Company** **Partnership** **Sole Proprietorship** **Limited Company** **Limited Partnership**

_____ _____
Street Address **P.O. Box**

_____ _____ _____
City, State & Zip **Email Address** **Telephone Number**

_____ _____
Federal Tax ID #/Social Security # **General Contractor License #** ***(if applicable)***

_____ _____
Print Name & Title of Person Signing on Behalf of Vendor **Vendor's Authorized Signature**

Offer valid for **45** days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales **taxes shall not be included** in the bid prices. Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of High Point Community Development and Housing Department, P O Box 230 (27261), 211 S. Hamilton St., High Point, NC 27260
- Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it **WILL BE REJECTED**. Late bids will **NOT** be accepted.
- **By checking this box, the above signed vendor acknowledges that terms and conditions associated with this bid have been read and accepted.**

REQUEST FOR QUALIFICATIONS
PLUMBING CONTRACTING SERVICES

The City of High Point's Community Development & Housing Department (City) seeks proposals from qualified Plumbing Contracting Firms to be placed on a preferred vendor list to provide **diagnostic and emergency repair services on an as-needed basis**. The scope of services shall be for the period beginning **June 1, 2016 through June 30, 2017.**

Proposals will be received until **4:00 p.m., Friday, May 20, 2016** in the Community Development and Housing Department, Third Floor of the High Point Municipal Building, Room 312, 211 S. Hamilton Street, High Point, NC 27260. Proposals are to be marked **"Plumbing Contracting Services".** Proposers can submit their proposals by email (cdadmin@highpointnc.gov), fax ((336) 883-3355) or hand-deliver/mail their proposals as follows:

City of High Point
Community Development and Housing, Room 312
P. O. Box 230 (27261)
211 S. Hamilton St. (27260)
High Point, NC

Vendors who have not done business with the City of High Point previously and who have not registered using the City's on-line vendor registration process are highly encouraged to register at https://www.highpointnc.gov/egov/vendor/.

The City reserves the right to reject any and all proposals, as may in the judgment of the City, serve its best interest and the City further reserves the right to waive irregularities and informalities in any bid submitted.

The successful proposer shall be required to comply with all applicable equal employment opportunity laws and regulations, and all other applicable governmental laws and regulations as set forth by the City of High Point and the State of North Carolina.

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, call 336-883-3298, TDD # 336-883-8517, or the North Carolina Relay System (TDD #1-800-735-2962).

The City of High Point is an equal opportunity/affirmative action employer that does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. The City of High Point encourages participation of qualified M/WBE firms in professional service contracts. It is the intent of this program to widen opportunities for public participation, increase competition, and to ensure the proper and diligent use of public funds.

Eligible Section 3 businesses as defined in the Housing and Urban Development Act of 1968, as amended, are encouraged to apply.

This information is available in Spanish or any other language upon request. Please contact Richard Fuqua at (336) 883-3349 or at 211 S. Hamilton Street, Room 312 for accommodations for this request.

Esta información está disponible en español o cualquier otro idioma bajo petición. Por favor, póngase en contacto con Richard Fuqua al (336) 883-3349 o al 211 S. Hamilton Street, Room 312 para alojamiento para esta solicitud.

This printed material will be provided in an alternative format upon request.

A. GENERAL INFORMATION

1. INTRODUCTION

The City of High Point's Community Development & Housing Department (City) seeks proposals from qualified Plumbing Contracting Firms to provide diagnostic and emergency repair services on an as-needed basis.

The City set its goals as follows:

Type	# of Units
Single Family Residential Housing Units	25

However, this is an approximate number and there will be no guarantee of the amount of work to be performed if selected.

2. BID QUESTIONS

Questions concerning this RFQ must be sent to Richard Fuqua at richard.fuqua@highpointnc.gov no later than **12:00 p.m. on Monday, May 16, 2016.**

3. BID OPENING/PROPOSAL DUE DATE

Proposals shall be mailed or delivered no later than **4:00 p.m. Eastern, on Friday, May 20, 2016,** subject to the specifications, instructions, and conditions contained herein and attached hereto, local time prevailing. **There will not be a public bid opening.**

4. CONTRACT TERMS

The scope of services will be for the period **June 1, 2016 through June 30, 2017.**

5. COMPETITIVE SELECTION

The successful Proposers will be selected on a fair and rational basis, and the evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful proposers.

6. PAYMENT

The City shall pay the Service Provider based on rates provided in their proposal for the Service Provider's full provision of the Services.

7. SALES TAX

Sales Tax shall not be included in any proposed prices. The City of High Point is not tax exempt and will pay sales tax where applicable. Sales tax shall be invoiced as a separate item.

8. MWBE

Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, handicapped or disadvantaged persons.

9. REJECTION OF BID

The City of High Point reserves the right to reject any and all Proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

10. INSURANCE

The Contractor shall purchase and maintain during the life of this contract comprehensive general liability and other insurance as is appropriate for the work being performed.

11. E-VERIFY REQUIREMENTS APPLY TO PUBLIC CONTRACTS

Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The City has prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

E-Verify Requirements Apply to Public Contracts – NOW!'

***NOTE – THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT THE FOLLOWING AFFIDAVIT**

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

****

I, _____(the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
   a. YES _____, or
   b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2016.

_____

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2016.

My Commission Expires:

_____ _____

Notary Public

(Affix Official/Notarial Seal)

B. PROPOSAL FORMAT

1. PROPOSAL PACKAGE CONTENT

Provide in Proposal

- Complete Attachments A, B, and C
- Evidence of EPA/RRP certification or a statement included in the proposal acknowledging that EPA/RRP certification may be required to accept future work by the City, particularly if the required work involves paint disturbance
  (go to http://epi.publichealth.nc.gov/lead/rrp.html for more information)
- All other requested information as specified

2. SUBMITTAL REQUIREMENTS

If your firm would like to be considered for providing the required services, please submit the required information to:

City of High Point
Community Development and Housing, Room 312
211 S. Hamilton Street (27260)
PO Box 230 (27261)
High Point, NC
Attn: April Jones
E-mail: cdadmin@highpointnc.gov
Fax: (336) 883-3355

C. PROPOSAL FEES

Provide a Proposal Fee in the format provided in **Attachment A**. This should include all expenses related to:

a. Personnel Cost
b. Travel and Subsistence Expenses
c. Other Costs (e.g. office costs, etc.)

D. SELECTION PROCESS

The City will conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFQ. The City will appoint a selection committee to perform the evaluation. Interviews with vendors are not anticipated, but may be held at the option of the selection committee. The City reserves the right to obtain clarification of any point in a vendor's/team's Proposal Package or to obtain additional information. All vendors/teams who submit Proposal Packages will be notified of the selection committee's choice. Final approval of any selected vendor/team is subject to the action of City Council or appropriate City officials.

E. EVALUATION CRITERIA

Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

All proposals must be received by the City of High Point not later than the date and time specified on the cover sheet of this RFQ.

At their option, the evaluators may request oral presentations or discussion with any or all Proposers for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposers are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer.

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the Proposer and its staff, and cost. Proposers deemed qualified does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposals were deemed most advantageous to the City of High Point.

In addition to any other evaluation criteria, the agency shall consider the following factors to ensure that any award will be in the best interest of the City of High Point:

- Total cost to the City of High Point (Cost Competitiveness)
- Technical Merit
- Time to perform
- Completeness
- Professional Qualifications (minimum: licensed firm for at least one year)
- References

F. PUBLIC RECORDS

Upon receipt by the City, your Proposal is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposal Packages will be reviewed by the City's Selection Committee, as well as other City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each vendor must take the following precautions: (a) any trade secrets submitted by a vendor should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Do not designate your proposed pricing as a trade secret.

In submitting a Proposal, each vendor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each vendor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the vendor has designated as a trade secret. Any vendor that designates its entire Proposal as a trade secret may be disqualified from the selection process.

Information in the Request for Qualification responses will not be shared until after award of contract.

G. SCOPE OF WORK/EXPECTATIONS

Successful Proposers shall be qualified to perform plumbing diagnostic and emergency repairs for single-family dwellings in a professional and timely fashion.

In order to facilitate the customer's needs, a timely telephone or email response to a request for service would be expected as a matter of course. It should also be understood that depending on the nature of the service request, a prompt visit to the site would be expected. For example, in the case of no toilet service, an immediate response would be expected. In the case of malfunctioning plumbing systems, a 24-hour response would be expected and an estimate of repairs forwarded to the City's Project Manager soon thereafter.

Contractors shall be responsible for securing all applicable permits and undertaking any inspections prior to submitting invoice documentation. Contractor shall have the responsibility to keep accurate records for the project and submit invoicing to Community Development. Regarding invoicing, each invoice must be itemized and referenced: the actual date of service; number of hours and rate charged for labor; and a detailed list of materials and supplies used, as well as proof of price that the contractor paid for materials to verify the percentage of material mark-up.

NOTE: It is recognized that each service call is unique, so communications between the City's project manager and the Provider will be vital. For example, if the Contractor begins work on a project and encounters a substantial change in the project's work scope, the Contractor is responsible for notifying Community Development staff as soon as possible and prior to performing any work not already approved. Continued listing on the preferred vendor list shall be based on adherence to prices as quoted in the vendor's proposal, professionalism and timely completion of work once assigned.

H. CLOSING

Any questions or clarification regarding this RFQ shall be directed to: Richard Fuqua, Affordable Housing Manager, City of High Point Community Development and Housing Department, 211 S. Hamilton Street, High Point, NC 27260. *Telephone Number*: (336) 883-3348. *Email Address*: richard.fuqua@highpointnc.gov.

ATTACHMENT A

PROPOSAL FORM
PLUMBING CONTRACTING SERVICES

Vendor Name: _____

Vendor Address: _____

Vendor Contact: _____

Vendor Contact Phone Number: _____

Vendor Contact Email Address: _____

Years of Experience: _____

Authorized Signature: _____

Authorized Name (Printed): _____

DESCRIPTION	TOTAL COST FOR SERVICE
1. Diagnostic Services	1. _____ per _____
2. Hourly Rate (Normal)	2. _____ per _____
3. Hourly Rate (After Hours)	3. _____ per _____

ATTACHMENT B

REFERENCES
PLUMBING CONTRACTING SERVICES

1. **Customer Name:** _____

   Customer Contact: _____

   Customer Phone Number: _____

   Customer Address: _____

   Type of Project: _____

   Length of Project: _____

2. **Customer Name:** _____

   Customer Contact: _____

   Customer Phone Number: _____

   Customer Address: _____

   Type of Project: _____

   Length of Project: _____

3. **Customer Name:** _____

   Customer Contact: _____

   Customer Phone Number: _____

   Customer Address: _____

   Type of Project: _____

   Length of Project: _____

ATTACHMENT C

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing this CERTIFICATION OF FINANCIAL CONDITION. The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements. [NOTE: If you do not have a financial audit, this will not automatically disqualify you.]

Date of latest audit: _____

☐ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.

_____ _____

Authorized Signature Printed Name and Title

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an Proposer's response will be waived and have no effect either on this Request for Qualifications or on any contract that may be awarded resulting from this solicitation. Proposer specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**

2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

3. **ORAL EXPLANATIONS:** The City shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFQ will be evaluated; reference to information previously submitted shall not be evaluated.

5. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Proposers in preparing or submitting offers are the Proposers' sole responsibility; the City will not reimburse any Proposer for any costs incurred prior to award.

6. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of **(*at least 30*)** days. Although the contract is expected to be awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.

7. **TITLES:** Titles and headings in this RFQ and any subsequent contract are for convenience only and shall have no binding force or effect.

8. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the Proposer agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFQ are permitted. All Proposers are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the City's purchaser contacts the Proposer(s) for purposes of seeking clarification. A Proposer shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other Proposers to perform the advertised contract and/or the other Proposers' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFQ. Proposers not in compliance with this provision may be disqualified, at the option of the City, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

9. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFQ, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposers shall become the property of the City when received.

10. **OFFEROR'S REPRESENTATIVE:** Each Proposer shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

11. **SUBCONTRACTING:** Proposers may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

12. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the Proposer does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

13. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

14. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:**

    In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website at www.highpointnc.gov/purchasing.

    The City of High Point Attorney's Office requests that in order to do business with the City of High Point vendors must be registered with the North Carolina Secretary of State. **NC SECRETARY of STATE REGISTRATION**: *If your company is organized (i.e.: incorporation, LLC, etc.)* and you are the SUCCESSFUL bidder, you must be registered with the NC Secretary of State http://www.secretary.state.nc.us/Corporations/CSearch.aspx.

15. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident Proposers. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Proposer is directed or managed.