



RFQ OPEN DATE: August 3, 2023

PURCHASER: NORTH COUNTRY COMMUNITY MENTAL HEALTH (NCCMH)
NCCMH, operating under the provisions of the Michigan Mental Health Code (Act 258 of 1974 as amended) provides behavioral health supports and services to qualified individuals in Antrim, Charlevoix, Cheboygan, Emmet, Kalkaska and Otsego counties. NCCMH's procurement activities are conducted in compliance with federal requirements for the use of Medicaid funds.

BIDDER: PAINTER/CONTRACTOR

PROJECT LOCATION: CHARLEVOIX OUTPATIENT CLINIC 06250 M-66 N Charlevoix, MI 49712

BIDS ARE DUE BY: August 24, 2023, Bids will be reviewed by the NCCMH RFQ/P pane, and a contractor selected on August 28, 2023; awards may be contingent on final approval of the NCCMH Board.

SUBMIT BIDS WITH COVER SHEET AND DOCUMENTATION TO:

Provider Network Manager, NCCMH

1420 PLAZA DRIVE

PETOSKEY, MI 49770

VIA EMAIL TO: abalberde@norcocmh.org

VIA SEALED ENVELOPE: drop off to front desk at the above address, Monday-Friday 8:30 TO 5PM.

PROJECT ON-PREMISES REVIEW/INSPECTION OPPORTUNITY: NCCMH will provide access to view the facility from 8:30 to 5pm by bidder specific appointment time, through **August 23, 2023**. To make an appointment to view the facility, please contact: Angie Balberde, Provider Network Manager at 231-439-1225, email abalberde@norcocmh.org.

STATEMENT OF WORK:

The **Charlevoix Outpatient Clinic** is currently facing the issue of minor wall damage and the need for repainting throughout the indoor offices and spaces. The existing



walls exhibit signs of wear and tear, including a minor crack, chipped paint and fading color, which compromise the aesthetic appeal of the clinic. There is a need for wall repair and repainting to restore the clinic's visual appeal to ensure an inviting environment. The approximate square footage of the building is 3,532 square feet.

NCCMH/PURCHASER reserves the right to modify the scope of work based on bids received, availability of contractors and subcontractors, availability of materials or other circumstances. All modifications will be made in writing with the selected bidder.

Bidders who can guarantee that work will be **completed by September 25, 2023**, will be given priority consideration during the RFQ evaluation process.

OUTCOMES REQUIRED:

The desired outcome of this project is to successfully complete minor repairs on the walls and carry out repainting throughout the building. The project is to achieve a seamless and uniform wall surface, ensuring that the repaired and repainted areas blend harmoniously throughout the building.

NOTE: Furniture/appliance/object relocation to clear the area for work will be arranged separately and should not be considered as part of this BID.

BIDDER/CONTRACTOR RESPONSIBILITIES - TERMS AND CONDITIONS OF BID:

- BIDDER shall investigate and measure the premises, verifying proposed material listing, material quantities, quality of material selection and scope of work before bidding.
- BID shall include all material, labor, and equipment required for completion of the project as described. BIDDER shall specify in their BID any hazardous material to be utilized on the project.
- If finished materials are being provided, such as paint, flooring, trim, or other fixtures, the BID shall specify exact product by Manufacturer's Part #, Make/Model and identify line-item pricing as applicable with color/quality.



- **BIDDER MUST STATE PROPOSED CONSTRUCTION SCHEDULE IN BID (IE START AND COMPLETION DATES).** CONTRACTOR agrees to comply with project completion dates, weather and availability of project location permitting: Failure to complete the work as written in the BID shall demonstrate a material breach of this agreement. The BIDDER may request a written extension to complete the work based on lack of material availability or other extenuating circumstances.
- If a license is required by law to perform the work BIDDER must supply a copy of license with BID.
- BIDDER/CONTRACTOR will provide Certificate of Liability Coverage with BID and maintain general liability, vehicle, equipment, property and workman's compensation insurance throughout the duration of the project. The BIDDER/CONTRACTOR shall maintain insurance in amounts calculated to protect NCCMH from reasonable risk associated with the performance of services under this Agreement.
- BIDDER/CONTRACTOR shall manage and oversee all construction including but not limited to subcontractors, material suppliers, concrete work, or other tasks. BIDDER understands that all sub-contractors hired by CONTRACTOR for completion of duties under this RFQ will be subject to the same terms and conditions as stated in this RFQ. CONTRACTOR agrees to inform all subcontractors hired for completion of this project as to the terms of conditions of this RFQ.
- BIDDER will specify any down payment or net terms within BID. If no down payment is requested at time of BID, a Net 30-day term after completion and acceptance of work will be assumed, and all payments to BIDDER for project will be based on same.
- PURCHASER understands that in some instances there may be hidden structural concerns not evident at the time of BIDDER inspection prior to BID. The BIDDER is requested to specify a separate standard hourly labor charge, in addition to the project proposal, to identify labor costs due to unforeseen, project related work.



- Repair or replacement of any materials discovered during project completion will require the CONTRACTOR to submit additional project quotes and obtain written approval to proceed with additional project costs.
- PURCHASER shall approve all final finishes, i.e., color. Project changes and cost increases must be approved by PURCHASER in writing as a Purchase Addendum.
- Work performed, the vehicles utilized, and equipment required to complete the contract must not excessively disrupt access to the facility/structure etc. by staff or visitors. Access to the facility must be coordinated with NCCMH Provider Network Manager, or designated representative, prior to and during completion of project.
- CONTRACTOR must be knowledgeable of and install all materials in keeping with the material manufacturer's recommended installation practices.
- The CONTRACTOR shall provide the operating manuals and warranty statements for all furnishings and fixtures provided under this contract.
- CONTRACTOR will obtain all permits, perform work in compliance with all governing building codes, and obtain written permit inspection reports where required.
- CONTRACTOR will meet all MIOSHA safety regulations, including but not limited to lead based paint, fall protection, scaffolding requirements, and other applicable safety regulations.
- CONTRACTOR will enclose or fence off any interior or exterior work areas which present any possibility of danger to individuals near or within the work area, such that CONTRACTOR shall preclude undue infiltration of dust and debris, fumes, smoke, or other potential safety hazards to any person occupying the building.
- CONTRACTOR will keep all tools, equipment, and materials contained and monitored such that unauthorized individuals may not access them.
- CONTRACTOR will clean up work area, clear all waste and debris, and/or dispose of same daily and upon completion of project.
- If requested, CONTRACTOR shall submit W9, Disclosures of Ownership and consent for Criminal Background Checks.



- Upon acceptance of BID, CONTRACTOR shall supply written statement allowing one (1) year labor warranty from completion of project.

BIDDER FINAL INVOICE PROCEDURE

Upon completion of the project, the CONTRACTOR shall present a final invoice for the project to PURCHASER via NCCMH Provider Network Manager. Invoice shall identify initial contract amounts by project per above, showing deduction for any down payment, and balance due. Final Invoice submitted must be signed and state the date the work was completed and that all sub-contractors (if used) have been paid by the contractor.

Note: If applicable, CONTRACTOR is required to submit a copy of any building permit and/or final inspection report showing completion of the project along with the invoice to receive final payment.

GENERAL TERMS OF AGREEMENT FOR MEDICAID REIMBURSEMENT:

APPLICABLE LAW

BIDDER/CONTRACTOR will comply with applicable federal and state laws, guidelines, rules, and regulations when carrying out the term of this agreement including laws pertaining to the Health Insurance Portability and Accountability Act, Whistleblower's Act, Debarment and Suspension, Pro-Children Act, Hatch Political Activity Act.

ANTI-LOBBYING ACT

The BIDDER/CONTRACTOR will be aware and comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Department of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-209).

NON-DISCRIMINATION

Pursuant to the Michigan Civil Rights Act, Title VI of the Civil Rights Act of 1964, and Executive Order 11478, the BIDDER/CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex (gender), sexual orientation, height, weight or marital status.



BIDDER/CONTRACTOR further agrees that pursuant to the Michigan Persons with Disabilities Civil Rights Act, the Elliott-Larsen Civil Rights Act, 1976 PA, as amended, and Disabilities Civil Rights Act, 1976 PA 220, as amended, the BIDDER/CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of contract.

BIDDER/CONTRACTOR will not discriminate against minority and women owned businesses and that it will proactively seek out minority and women owned businesses and businesses owned by persons with disabilities in contract solicitations.

DEBARMENT AND SUSPENSION

Assurance is hereby given that the BIDDER/CONTRACTOR will comply with Federal Regulation 45 CFR Part 76 and BIDDER/CONTRACTOR certifies to the best of its knowledge and belief that its employees and subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or PIHP.
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and.
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

GOVERNMENTAL IMMUNITY

Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to North Country Community Health (NCCMH) or its employees by statute or court decisions.

FUNDING CONTINGENCY

North Country Community Mental Health cannot guarantee funding during the term of this Agreement. NCCMH's existence and primary sources of funding are subject to federal, state



and county legislative action. If federal, state or county legislation or rules are passed which provide for the eventual termination of NCCMH or, which in the determination of NCCMH reduces NCCMH funding, then NCCMH may elect to immediately terminate this Agreement with no further liability to the BIDDER/CONTRACTOR except for payment for those services which have been provided by the BIDDER/CONTRACTOR as of the date of the Agreement termination.

Questions regarding this RFQ, reimbursement procedures, or scope of project may be directed to Angie Balberde, Provider Network Manager, NCCMH, Petoskey Michigan at 231/439-1225 or email abalberde@norcocmh.org.

BIDDER: ATTACH YOUR BID ALONG WITH ALL SUPPORTING DOCUMENTATION AS REQUESTED

**BIDDER/CONTRACTOR ACCEPTANCE OF TERMS AND CONDITIONS FOR RFQ # 23_02
New Horizons:**

AUTHORIZED BIDDER'S SIGNATURE PRINT NAME/TITLE

BIDDER/CONTRACTOR COMPANY NAME

PHONE NUMBER EMAIL

ADDRESS



DATE

NCCMH RFQ COVER SHEET: RFQ # 23_02 NEW HORIZONS

BIDDER CORPORATE IDENTIFICATION	BIDDER PROJECT MANAGER
Company: Address: CEO/President: Telephone: Fax: Website: Federal tax identification #:	Name: Address: Telephone: Email:

SUBMIT WITH THIS COVER SHEET:

- Your bid
- Signed acceptance of RFQ terms, conditions, and certification of bid proposal
- Certificate of current General Liability Insurance
- Certificate of Workman’s Compensation Insurance
- Copy of Contractor License, if applicable

BIDDER CERTIFICATION:

The BIDDER certifies to the best of their knowledge and belief that the information in this bid proposal is true and correct and this document has been duly authorized by the governing body/individual of the bidding company indicated above. Further, the bidder



certifies that, if the proposal/quote is approved, the project will be conducted in accordance with the project proposal and conditions included in the Request for Quote.

AUTHORIZED BIDDER/CONTRACTOR SIGNATURE

DATE