

Cherokee County  
Request for Bids

**Proposal Title:  
EMS Station 4**

**Date of Issue: March 8, 2017**  
**Pre-Bid Meeting: March 21, 2017**  
**Time: 10:00 am**  
**Proposals Due: April 6, 2017**  
**Time: 2:00 pm**

*Issued By:*  
Cherokee County Finance Office  
75 Peachtree Street  
Murphy, North Carolina 28906  
Phone: (828) 837-2130 ext. 812

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## INVITATION TO BID

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Cherokee County is soliciting sealed proposals for **CONSTRUCTION OF EMS STATION 4**, to the Cherokee County Finance Office, 75 Peachtree Street, Murphy, NC 28906 until **2:00 PM, April 6, 2017**. No proposal will be accepted after the official time and date. Copies of the specifications and proposal forms may be obtained by applying to the Cherokee County Purchasing Officer, phone (828) 837-2130 ext 812, during regular business hours. The County encourages participation by small, minority, disabled, and woman-owned businesses. Cherokee County reserves the right to reject any and/or all proposals.

**All Bidders are hereby notified that a pre-bid meeting will be held at Cherokee County Courthouse, 75 Peachtree St, County Admin. Suite Conference Room, Murphy, NC 28906 on March 21, 2017 at 10:00am. All Bidders are urged to attend.**

All Bidders are hereby notified that they must have the proper license as required under North Carolina laws. Contracts for Work under this bid will be governed by all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over this type of the project.

***If you have received this Invitation to Bid from a source other than the Cherokee County Purchasing Department, it is the responsibility of the bidder to ensure that all addenda have been received.***

## INSTRUCTION FOR BIDDERS

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**PROJECT OVERVIEW:** The County is receiving proposals for the construction of EMS Station 4 in Marble, NC. The building will be 50' x 60' metal building with two bays and living quarters. The site is located at 2411 Airport Rd, Marble, NC 28905 (please refer to the GIS map included at the end of bid documents). This Proposal will be awarded based on the lowest responsible bidder. The County anticipates that selections will be made in April 2017.

The County expects work to begin within **45 days** from the Notice to Proceed. **Evidence of insurance is due before the start of any work.** Cherokee County will enter into contract for the Work and will select the Contractor whose proposal represents the best interests of the County. Cherokee County is an equal opportunity employer and service provider and encourages participation by small, minority and/or female owned firms.

**PREPARATION OF PROPOSAL:** Proposals must be submitted on the forms contained herein. Any proposal submitted on forms other than the county issued forms contained herein may be disqualified. The Proposal Form shall not be altered in any way.

Contractors shall prepare their Proposal by inserting a lump sum price for each option as set forth on the Proposal Form. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

All blanks in the Proposal Form shall be completed by printing in ink or by typewriter and the Proposal signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Proposal Form. A Bid price shall be indicated in both words and numerals for each Bid item listed therein or the words "No Bid", "No Change", or "Not Applicable" entered. Ditto marks shall not be used.

**SUBMISSION:** Sealed proposals will be received by the Cherokee County Finance Office, 75 Peachtree Street, Murphy, NC 28906 until **2:00 PM, March 30, 2017**. No proposal will be accepted after the official time and date. No bid will be accepted after the official time and date. If it is questionable that the postal service can deliver your bid on time, it is suggested that it be hand delivered. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Proposals received by mail or otherwise after the date and time specified will not be accepted and will be returned to the Bidder unopened. **The County will in no way be responsible for delays caused by any occurrence.** Oral, telephonic, faxed, or electronic proposals will not be considered.

**INTERPRETATIONS AND ADDITIONAL INFORMATION:** The Bidder shall carefully study the bidding documents and shall examine the site and local conditions. Any errors, inconsistencies or ambiguities discovered shall be reported. All questions and concerns related to the meaning or intent of the bidding documents shall be submitted **in writing** to the Cherokee County Purchasing Officer, Tania Firebaugh, by email: [tania.firebaugh@cherokee-county-nc.gov](mailto:tania.firebaugh@cherokee-county-nc.gov)

All changes in specifications shall be in writing in the form of an addendum and furnished to all known bidders. Verbal information will not be considered in awarding of bids. No changes to the specifications will be permitted within five (5) days prior to the bid due date.

**ADDENDA:** Any clarification of the bid documents will be made by an addendum. Addenda to the bid documents may be issued by the Purchasing Agent in response to a request for clarification or objection, or for any other reason the County considers advisable. Once issued, an addendum becomes a part of the bid documents. A copy of the addendum will be mailed to each bidder that requested a set of proposal documents. It shall be the responsibility of the Bidder to ensure that he/she has received all addenda issued prior to submitting a Proposal.

**BIDDER RESPONSIBILITY:** The bidder is responsible for verifying any and/all information provided and familiarization with the Work required prior to submitting a proposal. The bidder is expected to have become familiar with, and take into consideration, site conditions, which may affect the award at each of the sites. A plea of ignorance of the conditions that exist, or may hereafter exist, on the sites of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever

**A pre-bid meeting will be held at Cherokee County Courthouse, 75 Peachtree St, County Admin. Suite Conference Room, Murphy, NC 28906 on March 21, 2017 at 10:00am. All Bidders are urged to attend.**

**MODIFICATION OR WITHDRAWAL OF BID:**

Withdrawal Prior to Bid Opening: A Bidder may withdraw its Bid without penalty at any time before the time and date bids are due. Request to withdraw a bid must be submitted *in writing* to the County. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

Modification Prior to Bid Opening: If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified above “Withdrawal Prior to Bid Opening” and submit a new Bid.

**OPENING OF BIDS:** Informal bids will be opened in accordance with N.C.G.S. 143-131. **This is NOT a public, formal bid opening.** The County will keep a record of all bids submitted. This record is not subject to public inspection until the contract has been awarded.

**PROPOSAL EVALUATION:** In determining lowest responsible bidder, in addition to price, the County will consider:

- a. The ability, capacity, and skill of the bidder to perform the services required under the contract;
- b. Whether the bidder can provide the services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of service and level of performance of a bidder under previous contracts, if any;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the service;

The County will take into consideration the past performance of the Bidder on construction contracts with particular concern given to completion time, quality of work, cooperation with other contractors, and cooperation with County.

The County may consider the qualifications and experience of Subcontractors, Suppliers and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted as provided in the Supplementary Conditions.

The County may conduct such investigations as County deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. The County reserves the right to reject the Proposal of any Bidder who does not pass any such evaluation to County's satisfaction.

The County reserves the right to reject any or all Proposals, including without limitation the right to reject any or all nonconforming, non-responsive, or conditional Proposals. County further reserves the right to reject the Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. County also reserves the right to waive any informality not involving price, time or changes in the Work.

The County reserves the right to reject any Proposal not accompanied by specified documentation.

The County reserves the right to reject any Proposal that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item, taking into consideration quality, performance, and the time specified in the bidding documents for the performance of the contracts.

Cherokee County reserves the right to award the contract as the basis of overall advantage to the County.

Cherokee County will notify the successful bidder in writing, either by a Notice to Proceed, or a Purchase Order, or both after all prerequisites have been met by the bidder and the award has been made. Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the County, the successful bidder will perform the Work as specified at the stated prices, in accordance with all provisions of the bid documents.

**QUALIFICATIONS OF BIDDERS:** Consideration will be given only to Contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina Licensed General Statutes to bid and perform the work described herein as the general contractor and must have proper licenses under the state laws governing their respective trades at the time of bid opening. In addition, the County may make such other investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the County all such information and data for this purpose as the County may request.

**FAMILIARITY WITH LAWS:** It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way effect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract.

It is the expectation of the County that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving County funds.

**INSPECTION OF SITE:** Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the construction project. Each bidder should fully inform himself as to the facilities involved and the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions.

**DISQUALIFICATION OF BIDDERS:** More than one Proposal for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Proposal for the Work may be cause for disqualification of that Bidder and the rejection of all Proposals in which that Bidder has an interest.

**BID BOND:** No bid bond is required for this project.

**PERFORMANCE BOND:** Performance and Payment bond is required for this project.

**CONTRACT TIMES:** Time is of the essence. **The awarded contractor shall begin the Work within 45 days from the Notice to Proceed.**

**LIQUIDATED AND SPECIAL DAMAGES:**

Provisions for liquidated and special damages, if any, are set forth in the Agreement.

**PERMITS AND ORDINANCES:** In all operations connected with the work herein specified, all federal, state, county, and local ordinances and laws controlling or limited in any way, the action of those engaged in the work must be respected and strictly complied with. The Contractor is responsible and must obtain all permits, including local permits, however Cherokee County will waive all local permit fees.

**SAFETY AND HEALTH DEVICES:** All equipment shall meet the requirements of the federal government and the State of North Carolina. Equipment shall also conform to applicable standards of all national regulations.

**REFERENCES:** Bidders shall provide a minimum of three (3) references for which this type of service was provided. No bidder will use the Cherokee County as a reference.

**PAYMENT:** It is the desire of Cherokee County to pay promptly. It is the vendor's responsibility to submit invoices directly to the Department at the address specified on the contract or as "Ship and Bill To" on the Purchase Order.

At a minimum, invoices shall include: (1) name, address, and telephone number of the Contractor and similar information in the event payment is made to a different address, (2) the purchase order number, (3) accurate description and date of services rendered, (4) applicable unit prices, total prices, and total invoice amount, and (5) any additional payment information called for by the contract.

Invoices exceeding the limits established by this contract/purchase order or for materials or services not qualifying under its specifications as ordered are not subject to payment.

The awarded contractor must provide tax information to include contractor's full business name, address, "remit to" address, federal tax identification number or social security number if vendor does not have a federal ID number.

The Contractor shall submit a summary of all State and Federal sales taxes paid, if applicable, on materials with each application for payment.

**CONTRACTOR'S INSURANCE:** The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
4. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.

The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. Cherokee County shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Cherokee County may possess. Insurance coverage required in the specifications shall be in forced throughout the Contract Term.

**MWBE PARTICIPATION FOR INFORMAL CONTRACTS:** No specific Minority and Women Business Enterprise goals have been established for this contract. However, Contractors are strongly encouraged to make a good faith effort to obtain 10% or more M/WBE participation on all contracts. If you consider M/WBE firm(s), note such on the Identification of Minority Participation Form included in the proposal. If you are awarded the contract, Affidavits 'C' and 'F' (which will be supplied with the Construction Contract) may be requested for reporting purposes. There is no penalty for considering, but ultimately not using an M/WBE firm.

**TAXES:** Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

**E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.



## SCOPE OF WORK

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### PART 1: GENERAL

The Contractor shall provide all permits, labor, expertise, equipment, machines and tools necessary to perform the work identified in the Proposal.

### PART 2: SPECIFICATIONS

#### PLUMBING:

- (1) ADA Complaint 6x8 Restroom
- (2) 10x10 Restrooms (one male and one female)
- (2) 3x5 Shower stalls
- (3) 2x4 Single bowl vanity with storage
- (5) Toilets
- **40 gallon Water heater** – Located in Mechanical Room/Cleaning Closet
- Water line ran to one hose bib to the front bay area middle interior wall (Cold only)
- **Bay Area** – Continuous floor drain installed
- Water lines to kitchen Hot and Cold for sink and dishwasher and connection for refrigerator ice maker
- Water line to all restrooms – Hot and Cold
- Water line to Utility sink/Washer – Hot and Cold – Located in Mechanical Room/Cleaning Closet
- Sprinkler system per code
- Hook up from existing water main and sewer main located on property

#### ELECTRICAL & HVAC

- **Ceilings** – 10 foot drop ceilings with the exception of the 36x36 bay area
- Lighting and Exhaust fans in all restrooms
- **Bay Doors** – 14x12 insulated with one section of panel lighting per door. Automatic openers with remote buttons installed by the rear bay entrance door
- **Exterior Lighting** – lighting by every access door; flood lights each corner of the exterior
- **Interior Lighting** – LED throughout (19) 2x4 drop in lights (4 bulb)
- **Bay Lighting** – LED
- **Interior Electrical Plugs** – (40) 6 GFCI's (all electrical must be encased in conduit)
- **Outside Electrical Box** – (2) one on the front and one on left side (all electrical must be encased in conduit)
- **Bay Electrical Plugs** – (8) One plug on each side overhead to facilitate a hanging extension cord to be used to plug in our Units to an outlet. (all electrical must be encased in conduit)
- **Fan Exhaust** - in the Bay on a switch located underneath the fan at arm's reach
- **HVAC** – 3 ton dual fuel unit 14 seer – Located in Mechanical Room/Cleaning Closet
- **40 gallon Water heater** – Located in Mechanical Room/Cleaning Closet
- **Bay Heater** - Modine Hot Dog vented 75,000 BTU. Gas line to be run from LP tank site
- **Stand By Generator**-22 KW 120/240 industrial rated Installed per code
- **Exit lighting** per code
- Appropriate Light Switches at doorway entrances and bay entrances to control interior and exterior lighting
- **Main Electrical connections / Fuse pane** – Located in Mechanical Room/Cleaning Closet
- **Flagpole**- 20 to 25 feet high flagpole with 24/7 lighting

#### WINDOWS/DOORS/KITCHEN

- **Ceilings** – 10 foot drop ceilings with the exception of the 36x36 bay area

- **Interior and Exterior Doors-** (6) 3'0" exterior steel door/3 with glass ( 2 hour fire rated); (10) 3'0" interior 6 panel Masonite doors (Bedroom doors 20 minute fire rated – Stamped with automatic closures
- **Windows -** Office window-3'0 by 4'0 vertical slide; Living room windows 2-4'0 x 4'0 horizontal opening; (4) Bedroom Windows 3'0 x 3'0 fixed
- **Interior trim-**Windows-Wood trim/Baseboards – Vinyl
- **Kitchen-**10x14 U shaped kitchen with a 8 foot bar on one side-21 feet of upper cabinets- 18 feet of lower cabinets - contractor grade cabinets; 19 feet of Formica countertop
- **Signage-**“Cherokee County Emergency Services Station 4”
- **Flooring** –Office/Supply/Bathroom's/Cleaning closet/Kitchen/Living Room/ Hallway/Bedrooms-Stained concrete/ Gloss finish.... **(No concrete sealer can be applied to the living area of the concrete).** Concrete Company will stain and finish floors when building is dried in
- **Slab** insulation 15 R to living area per code
- **Flagpole-** 20 to 25 feet high flagpole with 24/7 lighting (4x6 American Flag size)
- **Wood Studs**
- **Interior Bay** – see example picture

PROPOSAL FORM

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CHEROKEE COUNTY  
PROPOSAL FORM FOR CONSTRUCTION OF EMS STATION 4

**Bidder's Name:** \_\_\_\_\_

Furnish all labor, materials, equipment, supervision, insurance, permits; abide by all local, state and federal codes, laws, rules, regulations, ordinances applicable to perform the work described in the specifications for the following sum.

**Base Bid (Total Cost):** \$ \_\_\_\_\_

**Written Amount of Proposal** \_\_\_\_\_

We would also like a breakdown of the following:

**Plumbing (Lump Sum)**                      **Dollars \$** \_\_\_\_\_

**Electrical (Lump Sum)**                      **Dollars \$** \_\_\_\_\_

**Mechanical/HVAC (Lump Sum)**                      **Dollars \$** \_\_\_\_\_

The County intends to award a contract to the lowest responsive, responsible bidder based on the Base Bid lump sum given above. Should all bids exceed the available funding, the County reserves the right to award a contract that is in its best interest, including the option to negotiate with the low bidder.

Respectfully Submitted

\_\_\_\_\_  
Bidder must sign here

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Federal I.D. or S.S. No.

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

NON-COLLUSION AFFIDAVIT OF BIDDER

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Project: **EMS STATION 4**

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, Employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Cherokee County, N.C. or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

Signed \_\_\_\_\_ SEAL

\_\_\_\_\_  
Title

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(Notary)

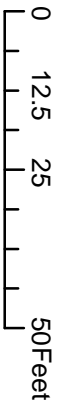
My Commission Expires: \_\_\_\_\_



GIS MAP



Disclaimer: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. Cherokee County GIS disclaims all responsibility for the accuracy or completeness of the data shown herein.  
Time: 9:48:19 AM Date: 2/20/2017





INTERIOR BAY PICTURES

