



RANDOLPH COUNTY

725 McDowell Road
Asheboro, NC 27205
Tel: (336) 318-6304

Email: lisa.garner@randolphcountync.gov

REQUEST FOR BIDS

Bid# 19-0808

FOR

Construction of Randolph County Convenience Site in Randleman

Issued on: Thursday, August 8, 2019

Due Date: Thursday, August 29, 2019 at 3:00 PM EST

Administered by: Lisa T. Garner, Purchasing Officer

NOTICE TO VENDORS

Pursuant to General Statutes of North Carolina Section 143-129 as amended, bids will be received by the Purchasing Officer for Randolph County for the following:

REQUEST for BIDS 19-0808
For
CONSTRUCTION OF RANDOLPH COUNTY CONVENIENCE SITE IN RANDLEMAN

The County plans to contract for the construction of the Randolph County Convenience Site that will be located on Depot Street in Randleman, NC. The Convenience Site will be a location where the public will be able to discard of solid waste and where recycling services will be provided.

Submission of any bid signifies the Vendor's agreement that its' bid and the content thereof are valid for 60 days (three months) following the submission deadline and will become part of the contract that is negotiated between Randolph County and the successful Vendor. All prices submitted with the bid shall remain in effect for the 60-day period.

Award of this bid may be contingent upon approval by the Randolph County Board of Commissioners.

Randolph County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. Rather the contract for this project will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.

Sincerely,

Lisa T. Garner

Lisa T. Garner,
Purchasing Officer

SECTION 2 - INTENT and GENERAL INFORMATION

2.1 Intent of this RFB:

The purpose and intent of this Request for Bids is for the construction of the Randolph County Convenience Site in Randleman. The purpose of this document is to provide minimum specifications for this project that meets the needs and desire of this agency and to establish essential criteria for the design, construction, and appearance of both structures.

The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFB or any documents provided by the County other than those given in writing by the County through the issuance of addenda. The Vendor shall not rely on any oral statement by the County or its' agents, advisors or consultants. It is the full responsibility of the Vendor to thoroughly investigate the needs/requirements of the County as described in this RFB and to propose the building constructed in accordance with all building code requirements.

2.2 General:

This RFB contains construction and material specifications. It is not the intention of this Agency to eliminate or disqualify Vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these specifications are written around specific needs of this Agency. It is the intent of this Agency to standardize certain components. In doing so, specific brands of components have been named. This has been done to establish a certain standard of quality. Other brands will only be accepted if the Vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

2.3 Materials:

The building and the equipment, appliances, and materials used in the construction of the Convenience Site shall be standard products, which meet or exceed the specification in this RFB. Materials used in the construction of the Convenience Site shall be new and not less than the quality conforming to current manufacturing practices. Materials shall be free of defects and suitable for the service intended.

2.4 License:

The Vendor/Contractor must hold a current NC General Contractor license.

2.5 Permits:

The Vendor/Contractor will be responsible for obtaining all zoning and construction permits, scheduling inspections and obtaining a Certificate of Occupancy for the building. The County has already acquired a Special Use Permit from the City of Randleman.

SECTION 3 -- REQUEST FOR BIDS

3.1 Issuing Office and Inquiries:

This Request for Bids (RFB) is issued by Randolph County Purchasing Office on behalf of Randolph County. Any inquiries, clarifications, or interpretations regarding this RFB should be directed in writing to:

Lisa Garner
Purchasing Officer
Randolph County Administration
725 McDowell Road
Asheboro, NC 27205

(336) 318-6304
lisa.garner@randolphcountync.gov

Responses to inquiries that affect the content of this RFB will be provided in writing to all Vendors on the vendor list for this RFB. It is the responsibility of each Vendor to inquire about any aspect of the RFB that is not fully understood or is believed to be susceptible to more than one interpretation. **The County will accept only written inquiries regarding this RFB until Thursday, August 20, 2019 at 5:00 P.M.** All times listed are understood to be Eastern Standard Time unless otherwise noted. The County's interpretation of the RFB shall be controlling in all cases.

3.2 Important Dates:

Issue Date:	Thursday, August 8, 2019
Final Date for Written Questions:	Tuesday, August 20, 2019 at 5:00 P.M.
Final Date for Addenda Posting	Thursday, August 22, 2019 at 5:00 P.M.
Deadline for Submitting Bids:	Thursday, August 29, 2019 at 3:00 P.M.
Anticipated Award Date (tentative)	September 2019

3.3 Trade or Brand Name:

When a trade or brand name for a particular item or product is specified, it is meant only as a reference for standard. Any other manufacturer of a similar item or product that meets the specifications will be considered, if the product is reasonably equivalent to or better than the product mentioned as the standard. Other brands will only be accepted if the Vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

3.4 Submission of Bids:

Bids must be presented on the **Bid Form** included in this RFB in a **sealed envelope** and mailed or delivered to:

Lisa Garner
Purchasing Officer
Randolph County Administration
725 McDowell Road
Asheboro, NC 27205

(336) 318-6304
lisa.garner@randolphcountync.gov

The package shall be marked, “**SEALED BID for Construction of Randolph County Convenience Site in Randleman**”

Any bid submitted on forms other than the Randolph County **Bid Form** may be disqualified. TELEPHONE BIDS AND/OR FAXED BIDS **CANNOT** BE ACCEPTED. All bids submitted must be typed or written in ink and signed by the bidder’s designated representative.

Vendors must submit **one (1) original** and **one (1) complete** copy of each bid. Please note on the front of each bid whether it is the **original** or **copy** of the bid.

No responsibility shall be attached to the County for the premature opening of any bid that is not properly addressed or identified.

In order to be considered for selection, bids must be received by the date, time and place previously outlined. The bidding process will be considered closed at **3:00 P.M. on Thursday, August 29, 2019**. Failure to meet this deadline will disqualify the bidder. Randolph County is not responsible for nor will any allowances be made for bids received after this time and date for any reason, e.g., carrier delays.

3.5 Request for Clarification:

All questions, requests for clarification or additional information must be submitted **IN WRITING** no later than **5:00 P.M. on Tuesday, August 20, 2019**. These written requests or questions must be submitted to Lisa Garner, Purchasing Officer either by mail or e-mail. Response to these requests will be addressed through an addendum to this RFB.

3.6 Addenda:

Any addendums to the conditions and/or specifications outlined in this document shall be in writing and will become part of this RFB and the contract. Information provided verbally outside these specifications shall not be binding. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into an addendum. All issued addendums will be forwarded to all the Vendors on the vendor list for this RFB. No addendum shall be posted after **5:00 P.M. on Thursday, August 22, 2019**. To signify receipt of all of the addendum issued by Randolph County, please complete **Part I: Addenda Acknowledgements** of the **Addenda and Reference Form (APPENDIX B)**, (**page 13**) included in this RFB. Any bidder not complying **shall not** be considered as responsive.

3.7 Content of Bid:

Vendors shall not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification.

3.8 Exceptions to the RFB:

Any exceptions to these specifications outlined in this RFB must be clearly listed and explained on the **Exception Form (APPENDIX A)**, (page 12) included in this RFB. Otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful bidder will be held responsible for meeting these specifications. Any exceptions must be explained in detail on the **Exception Form (page 12)**. Any bidder not complying **shall not** be considered as responsive.

3.9 References:

At least three (3) recent business references are required. These references and their contact information shall be listed on the **Addenda and Reference Form (APPENDIX B)**, (page 13) included in this RFB. Randolph County may request additional evidence of the Vendor's experience, qualifications, ability, products, and service facilities, which the Vendor shall be prepared to provide to Randolph County, if requested.

3.10 Bid Pricing:

All bid prices shall be complete and include all labor and materials for work described within the bid. Taxes are to be shown as a separate line item. The **Bid Form (page 14)** shall be used for the purpose of providing these prices. All bid prices and conditions must be specified on the **Bid Form (page 14)**. Bid prices shall be valid for at least 60 days from the date of the submission dead line of the bid.

3.11 Non-Collusion:

By executing and submitting their bid, the Vendor certifies that his bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person in reference to such bidding.

3.12 Bid Withdrawal:

If the Vendor desires to withdraw his bid, he must submit in writing to the Purchasing Office before the bid opening deadline indicating his reason for withdrawal. After the bid opening deadline, bids shall only be withdrawn in accordance with N.C.G.S. Section 143-129.1.

3.13 Bids Property of Randolph County:

All bids submitted in response to this RFB become the property of the County once they are opened. All bids submitted and supporting material are a matter of public record.

3.14 Rejection of Bids:

The County reserves the right to reject any and all bids, with or without cause, and to waive informalities when such rejection is in the best interest of Randolph County. Randolph County also reserves the right to reject the bid of a Vendor who has previously failed to perform properly or complete on-time a contract of similar nature.

3.15 Disqualification of Vendors:

More than one bid from an individual, firm, partnership, corporation, or association under a different name or names **shall not** be considered. Any or all bids shall be rejected if there is reason to believe that collusion exists among the Vendors. In this situation, all participants in such collusion shall not be considered for the current or future bids for the same work. No contract shall be awarded except to competent, licensed Vendors capable of performing the quality of work contemplated.

3.16 Award:

The award of this bid will not be based solely on lowest price. The award will be based and granted on “**BEST VALUE**”. It is the intent of Randolph County to award the contract to the lowest responsive and responsible Vendor. The County reserves the right to determine the lowest responsive and responsible Vendor on the basis of an individual item, groups of items, or any way determined to be in the best interest of the County. Award shall be based on the following factors (where applicable):

- A. Adherence to all conditions and requirements of the specifications.
- B. Price.
- C. Qualifications of the Vendor. In doing this the Vendor’s past performance, general reputation, experience, being licensed; quality of product(s), service capabilities, and facilities will be reviewed.
- D. Completion date.

Award of this contract based on “**BEST VALUE**” will permit and reflect prudent stewardship of public funds and trust. This project may require approval by the Randolph County Board of Commissioners.

3.17 Notification of Award:

After all the specifications have been met by the Vendor and the award for this contract is made by the Commissioners, the successful Vendor will be notified within ten (10) working days. Randolph County will notify the successful Vendor in **writing**. Verbal notification of the award is not considered a reliable mode of notification and, therefore, will not be recognized as official notification. The Vendor will be expected to sign a contract with the County as noted in 3.19 below.

3.18 Contract:

As a separate document, a sample of the contract that will be entered into by Randolph County and the Contractor awarded construction of the Randolph County Convenience Site in Randleman is included. Before submitting a bid, Contractors must be able to meet all of the requirements of the contract. With careful attention to all areas of the contract, particular emphasis must be given to the insurance requirements and the ability of the Contractor to meet all insurance requirements.

3.19 Vendor's Guarantee:

By submitting a bid on these specifications, the Vendor binds himself to all conditions in these specifications. Any variance with the specifications must be stated with the submitted bid and may, after review of all consequences of the variance, disqualify the bid.

The Vendor guarantees all construction against faulty materials and workmanship for a period of one (1) year or greater. If materials are guaranteed by the manufacturer for a period longer than one (1) year, the standard manufacturer's guarantee will prevail. If during this period, any such faults develop, the unit or part affected is to be replaced without any cost to Randolph County.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of the National Electrical Code. When electrical components are part of the equipment, the manufacturer's standard guarantee shall apply, unless otherwise specified.

3.20 Completion Requirement:

A guaranteed delivery date may be considered in making the award. Any Vendor who submits a bid on these specifications agrees to accept our purchase order and agrees to guarantee completion within one-hundred and twenty (120) days of the Purchase Order date. If the Vendor feels the requested delivery/completion date cannot be met, the Vendor shall so state and give revised date in their bid. The delivery schedules that are submitted by the Vendor and agreed upon by the County shall automatically become binding upon the successful Vendor.

3.21 Inspections:

Randolph County reserves the right to inspect all materials furnished/provided for this project for conformity with the specifications.

3.22 Taxes:

The Contractor has included in the Contract Price, and shall pay, all taxes assessed by any authority on the Work or on the labor and materials used therein. The Contractor shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Contractor is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for its files.

The following is a list of requirements to be followed by the Contractor in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Contractor shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.

- a) It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and by each of its Subcontractors. Such evidence shall be transmitted to the Owner with each pay request regardless of whether taxes were paid in that period covered by the pay request.

- b) The documentary evidence shall consist of a certified statement by the Contractor and by each of the Contractor's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.
- c) Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- d) The Contractor shall not be required to certify the Subcontractor's statements.

3.23 Payment:

It is the desire of Randolph County to pay promptly. It is the Vendor's responsibility to submit invoices directly to the Department at the address specified on the Purchase Order as the "Ship and Bill to".

Invoices shall include Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, and date of delivery. Invoices not on printed billheads shall be signed by Vendor.

Invoices exceeding the limits established by the Purchase Order as well as for materials or services not qualifying under the specifications as ordered, are subject to be disqualified for payment.

Because of both the time and expense incurred on this project, invoices may be submitted to Paxton Arthurs, Public Works Director, based on the completion of certain milestones. Subsequent payment of the submitted invoices will be made within 30 days following Paxton Arthurs signed approval and receipt of his request for payment by the Randolph County Accounts Payable department.

Final payment shall be made within 30 days following Paxton Arthurs, Public Works Director, signing off on acceptance of the completion of the project.

Vendors must provide tax information to include vendor's full business name, address, "remit to" address, and federal tax identification number.

3.24 Indemnification:

The successful Vendor shall hold the County, to include all Board members and employees, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, expenses, including attorneys' fees, that:

- a) Arise out of, are connected with, or result directly or indirectly from the successful Vendor's failure to perform any of its obligations under this request for bids; or
- b) Are a result, of a breach of any of the successful Vendor's warranties.

The indemnification responsibilities set forth in this paragraph apply whenever fault on the part of the Vendor, whether through action or omission, is the proximate cause of damages to the County or any other third party.

SECTION 4 – SPECIFICATIONS

4.1 Drawings & Specifications

The following Drawing Sheets are included as part of this Request For Bids:

- C1 - Cover Sheet
- C2 - Building Code Summary Sheet
- S1 - Existing Site Plan
- S2 - New Site Plan
- S3 – Site Detail Sheet
- S4 – Recycle Canopy Sheet
- B1 – Office Floor Plan and Elevations
- B2 – Office Detail Sheet
- EP1 - Electrical and Plumbing Plan

4.3 Submittals:

A detailed description, specifications, drawings, photos, etc. of the materials, equipment, products and finishes listed below shall be submitted to the owner and shall be approved prior to being ordered by the contractor.

- A. Substitution Items shall have submittals approved
- B. Recycle Canopy (Structure & Foundation)
- C. Fence and Cantilever Gate
- D. Cabinet / Counter tops
- E. Doors / Windows
- F. Electrical Equipment and Lighting Fixtures
- G. Plumbing Fixtures and Water Heater

4.3.1 Temporary Facilities:

Temporary facilities shall be the responsibility of the contractor.

SECTION 5 – REQUEST FOR INFORMATION

Request for Information—a written communication from the Contractor to the Owner for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Contractor shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Owner shall respond in writing to the Request for Information by the date stated by the Contractor unless he cannot reasonably do so, in which case he shall, prior to that date, notify the Contractor of the date by which he can reasonably respond. The Contractor shall not be entitled to any additional time for the completion of the Work or

any portion thereof by reason of the Owner's failure to respond if he has not submitted his Request for Information sufficiently in advance to allow the Owner a reasonable time within which to respond.

SECTION 6 – CHANGE ORDERS

No changes in plans, scope or contract amount shall be made without a written Change Order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after the execution of the Contract.

SECTION 7 – SUBSTANTIAL COMPLETION

Substantial Completion—the point at which the Work on the Project, as determined by the Owner, is sufficiently complete in accordance with the Contract Documents that it can be beneficially occupied by the Owner and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for beneficial occupancy and utilization have been obtained by the Contractor. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.

Appendix B – ADDENDA and REFERENCES FORM

PART I: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Randolph County Purchasing Office have been received before submitting a quote.

Addenda	Date Issued	Date Vendor Received
“A”		
“B”		
“C”		

PART II: References

Provide at least three (3) business references

Business Name	Contact Name	Phone Number

BID FORM

BID NO. 19-0808

I, (We), the undersigned after reading and fully understanding the terms, conditions and specifications of Request for Bid No. 19-0808, agree to furnish the following at a firm fixed price.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	Office Building	\$ _____
2.	Recycle Canopy	\$ _____
3.	Paving & Site Work	\$ _____
GRAND TOTAL		\$ _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

PRINT NAME: _____

AUTHORIZED SIGNATURE: _____