



Macon County
North Carolina



**INVITATION FOR BIDS AND PROPOSALS
BID REQUEST NO. 01-4321i**

MACON COUNTY DETENTION CENTER ROOF REPLACEMENT/REPAIR

ISSUE DATE: DECEMBER 14, 2017

**BID OPENING DATE:
DECEMBER 21, 2017
4:00 P.M. LOCAL TIME**

**ISSUED BY: MACON COUNTY FINANCE DEPARTMENT
5 WEST MAIN STREET
FRANKLIN, NC 28734
PHONE: (828) 524-1640
LINDSAY LEOPARD, PURCHASING AGENT**

****Note: As of July 1, 1997, informal bids received under N.C.G.S. 143-131 are
"CONFIDENTIAL" and are not subject to public inspection until the Contract or Purchase
Order is awarded.****

A. INTRODUCTION

Macon County is requesting informal bids for labor to perform roof replacement and repairs at the Macon County Detention Center, 1820 Lakeside Drive, Franklin, NC 28734. Work is to be accomplished as specified in the Scope of Work and the project manual included at the end this document.

A site visit is strongly encouraged for this project. Interested bidders should contact Steve Ledford, Maintenance Director to schedule a site visit where interested parties will be able to look at and further discuss the building site and project. Only bids from contractors who contact Steve Ledford, Maintenance Director, to discuss this project will be accepted and considered for award.

After project award, the lead agency for project management and oversight will be the Maintenance Department.

Questions regarding the various aspects of the bid and project should be submitted in writing to:

For questions regarding technical & site specification, site visits, installations, construction questions, project management, etc.:

Steve Ledford
Maintenance Director
stledford@maconnc.org
Phone 828.349.2556

For questions regarding Bid Process, Documents, Bid and Contract Terms & Conditions, etc.:

Lindsay Leopard
Accountant/ Purchasing Agent
lleopard@maconnc.org
Phone 828.524.1640

All questions regarding this RFB must be submitted in writing (email is ok) and sent prior to the cutoff. Responses to all questions received before the cut-off date and time will be made in writing and sent to all known bid holders by addendum.

B. GENERAL BID & DOCUMENT REQUIREMENTS

All bidders submitting bids in relation to this request should familiarize themselves with the following general bid terms and conditions. Bidders not in compliance with these documents subject their bid proposals to rejection. Bid proposals must be submitted complete with all required signed documents, final pricing, signature pages, etc., at the time of submission. Macon County will not request required information after bid opening and the lack thereof may subject a bid to rejection. It is the responsibility of all respondents to contact Macon County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.

1. The bidder and/or bidders to whom the contract is awarded must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended, which collectively govern bidding procedures for government construction projects in North Carolina.
2. Bids submitted in response to this request will be governed by N.C. General Statute and the general provisions outlined in this request.
3. All bidders for construction, renovation or improvement projects costing \$30,000 or above must hold a current, proper North Carolina General Contractor's license for the project at the time they submit their bid.

"North Carolina General Statute § 87-1. "General contractor" defined:

(a) For the purpose of this Article any person or firm or corporation who for fixed price, commission, fee, or wage, undertakes to bid upon or to construct or who undertakes to superintend or manage, on his own behalf or for any person, firm, or corporation that is not licensed as a general contractor pursuant to this Article, the construction of any building, highway, public utilities, grading or any improvement or structure where the cost of the undertaking is thirty thousand dollars (\$30,000) or more, or undertakes to erect a North Carolina labeled manufactured modular building meeting the North Carolina State Building Code, shall be deemed to be a "general contractor" engaged in the business of general contracting in the State of North Carolina."

Macon County does not provide training, prescreening or pre-determination of a bidder's or contractor's eligibility, except for the County's own convenience. Macon County is neither responsible nor liable for any misunderstanding or misinterpretation of applicable statute nor any cost or expense caused by such. Macon County may, however, hold as liable any bidder submitting a bid for which they are not licensed to perform.

Bidders are personally responsible for being familiar with, understanding, and complying with the entirety of North Carolina General Statute Chapter 87, as well as all other NC General Statute applicable to their participation in any bid or project in North Carolina. Failure to make oneself familiar with, or ignorance of, applicable statute neither alleviates nor relieves such bidders from the penalties or processes noted within NC General Statute including NC.G.S. §87-13 & 13.1, which generally state that any bidder not holding the appropriate contractor's license at the time of submitting a bid for any project noted within the Chapter is guilty of a Class 2 Misdemeanor.

4. Macon County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Macon County are expected to fully comply with the County's non-discrimination policy.
5. Macon County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award

in the best interest of the County. Macon County reserves the right to take exception to or waive any item in the bid.

6. **BID AND CONTRACT: *Please Read Carefully:*** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Macon County's terms and conditions, including here by reference Macon County's Purchase Order Terms and Conditions, and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Macon County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals may be considered during the bid review process but will remain subject to rejection at the sole discretion of Macon County in favor of any bid containing conditions more favorable to the County. Macon County accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. Regardless, proposals taking total exception to Macon County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Macon County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.

7. **Bid Submissions, Bid Evaluation and Contract Award:** Bidders should be careful to submit a complete bid proposal. Bids will be evaluated based on a combination of criteria, with price being only one. Product specifications will be used to evaluate product offered, installation, services, etc. All informal contracts for construction or repair work shall 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. In making a determination of responsibility, Macon County may use criteria such as:
 - Compliance with bid package requirement
 - Contractor's qualifications
 - References
 - Financial ability
 - Insurance coverage
 - Etc.

8. All bids for combinations of work and product must be accompanied by the vendor's proposed start and completions schedule or timeline and other pertinent project data.

9. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.

10. All bid proposals must use the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission.
11. DELIVERY OF BIDS: Electronically transmitted bids will be accepted. To be considered, bid proposals should include:

One (1) signed and complete bid proposal

All bid proposal packages shall be delivered or mailed direct to:
Macon County Finance Department
Attn: Lindsay Leopard
5 W Main Street
Franklin, NC 28734

Email bid shall be sent to:
lleopard@maconnnc.org with the subject saying "BID REQUEST NO. 01-4321i". You will receive a confirmation email letting you know that your bid has been received. If you do not receive that email, consider your bid as not received.

Bid Packages will be accepted up to the day and time of bid deadline, which is scheduled for 4:00 PM Thursday, December 21, 2017. By NC General Statute, Informal bids are not public knowledge until after award.

PROMPT DELIVERY OF BIDS TO PURCHASING AGENT IS THE SOLE RESPONSIBILITY OF THE BIDDER. BIDS RECEIVED AFTER THE BID DEADLINE, REGARDLESS OF REASON, WILL NOT BE CONSIDERED.

12. Macon County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Macon County to award a contract to a bidder.
13. In case of default of an awarded contractor, Macon County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
14. PAYMENT: Full payment will be made by check within thirty-days after project completion and final inspection and notification of acceptance is given to the Purchasing Agent by the County's Maintenance Director. Once proof of acceptance is received, the Macon County Purchasing Agent or other authorized County staff will code, sign and process an original invoice for payment. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.

15. Macon County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in Minimum Insurance Requirements & Risk Control below. Acceptance of Macon County's insurance and risk requirements is a requisite for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.
16. Terms & Conditions Acceptance: By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement. Signature also denotes agreement that the terms and conditions of this bid shall override all other terms and conditions, regardless of form or delivery.

C. GENERAL BID & DOCUMENT REQUIREMENTS

1. **DEFAULT:** In case of default by the awarded contractor, Macon County may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Macon County may immediately terminate for cause all existing contracts between Macon County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net, not earlier nor later than, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Macon County is responsible for all payments to the contractor under the contract.
6. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or

shipped has not been sold or used for any purpose and shall be in new condition. All containers and packaging shall be suitable for handling, storage or shipment.

8. PATENT: The contractor shall hold and save Macon County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
9. ADVERTISING: Contractor agrees not to use the results of this RFB or any resulting contract or the name of Macon County as part of any commercial advertising.
10. ASSIGNMENT: No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Macon County may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Macon County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
11. GENERAL INDEMNITY: The contractor shall hold and save Macon County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that Macon County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Macon County's agents who are involved in the delivery or processing of contractor goods to Macon County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
12. E-VERIFY: E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-verify to verify the work status of newly hired employees. North Carolina General Statute 153A-449, as amended, states "No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes." Therefore any contractor who employs 25 or more employees, or who engages a subcontractor who employs 25 or more employees, and enters into a contract with the County, must comply with N.C.G.S. § 64-25, et seq. The contractor and/or vendor acknowledges that payment by the County is

conditioned upon the contractor's, or its subcontractor's, compliance with Section 2 of Chapter 64. Failure to comply may render any contract with the County void and unenforceable.

13. IRAN Divestment Act (N.C.G.S. 147 Article 6E): During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act (S.L. 2015-118; SB455) ("the Act") which prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector. The Act requires the State Treasurer's Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute. Submission of a signed Bid in response to this solicitation indicates contractor's understanding of the requirements of this act, that they are prohibited from subcontracting with any entity included on the Final Divestment List, and any contract entered into with a contractor included on the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.
14. TERMINATION: Macon County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.

D. MINIMUM INSURANCE REQUIREMENTS

Macon County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Macon County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate.
- Workers Compensation: Workers Compensation is required by all contractors or subcontractors regardless of the number of employees.
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Macon, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

RISK CONTROL

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to

the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

E. SCOPE OF WORK

The current roof is comprised of 45ml epdm Ballasted roof system over tapered eps insulation and Lt Weight concrete.

Specifications: CARLISLE .060ml EPDM Ballasted roof system

1. Remove existing ballast from one section of roof to another to expose work area.
2. Remove existing epdm sheet roofing and ½” insulation board from roof and job site.
3. Install Carlisle Secure Shield ½” ISO insulation board over existing eps tapered insulation.
4. Install a Carlisle .060ml EPDM roof over newly installed insulation board.
5. Install new Carlisle walkway pads.
6. Reinstall existing ballast.
7. Flash roof top penetrations per Carlisle specifications.
8. Complete clean-up of roof related debris.
9. Upon completion and payment issue a 20 year material warranty by Carlisle Syntec Systems.

BID SHEET & CONTRACT TERMS ACCEPTANCE FORM

MACON COUNTY DETENTION CENTER ROOF REPLACEMENT/REPAIR

Bid 01-4321i

Company _____

Address/City/State/Zip _____

OFFER

- A. This offer shall be open to acceptance and is irrevocable for a *minimum of 120 Days* from the bid closing date.
- B. Having examined the Place of Work and all matters referred to in the Bid/Contract Documents prepared by Macon County for the above mentioned project, we, the undersigned, hereby offer to provide a complete work product.

TOTAL BASE BID \$ _____

Addenda (if none, state "N/A"): #1 _____, #2 _____, #3 _____.

Terms & Conditions Acceptance: By signing below, the individual accepts and verifies:

- A. That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- B. Understanding of all terms and conditions contained within this solicitation and that this solicitation, its terms and conditions, become the entire contract to which Macon County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery.
- C. That this offer is not a "sham" offer and is made without collusion.
- D. Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

Printed Name of Authorized Individual

Title

Signature of Authorized Individual

Date

Email Address

Phone