



**Bertie County's Request for Proposal (RFP)
To Purchase Prefabricated Commercial Dog Shelter
(RFP No. 2025-04)**

Responses Due: Friday, August 15, 2025, by 2:00 p.m.

Inquiries for proposal and procurement information should be directed to:

David Scarborough
Assistant County Manager, Bertie County
106 Dundee Street, Windsor, NC 27983
252.794.6109
David.Scarborough@bertie.nc.gov

Complete proposals must be received at the address below **no later than 2:00 p.m. (EST) on Friday, August 15th, 2025.**

Bertie County Finance Department, Room 215
Attention: David Scarborough, Assistant County Manager
106 Dundee Street, PO Box 530
Windsor, NC 27983

Proposals must be received by the date and time specified. In order to be considered for selection, Proposers must submit a complete response to the RFP. Incomplete proposals may not be considered if the omissions are determined to be significant. The proposals must be submitted in two parts: A. One (1) original document and one USB flash drive PDF copy of the Proposal to Purchase one (1) prefabricated commercial dog shelter and, B. one (1) original of the Cost of Proposal. The Cost Proposals must be submitted in a sealed envelope, which specifies on its face the name of the Proposer and must clearly be marked "RFP 2025-04 Purchase One (1) prefabricated commercial dog shelter". Proposals received after the due date and time specified shall be returned unopened.

Bertie County reserves the right to reject any and all Proposals submitted, to waive any informalities or irregularities and to re-advertise in its best interest and to request additional information from all Proposers. The advertisement for Proposals does not commit Bertie County to award a contract nor to pay any costs incurred for the preparation of Proposal. Any contract awarded will be awarded to the Proposer, who, based upon evaluation of all Proposals, is determined to have submitted the best Proposal, considering both qualifications and cost. Bertie County reserves the right to negotiate with the low bidder and to consider the next lowest bidder should it deem best for Bertie County.

1. **GENERAL INFORMATION**

1.1. **Purpose**

Bertie County, North Carolina (hereinafter called the "County") invites qualified vendors (hereinafter "Proposer") to submit proposals for "RFP 2025-04 Purchase One (1) Prefabricated Commercial Dog Shelter". A complete description of the shelter is provided in the "Scope of Services-Attachment 1" of the RFP.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by Bertie County. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Bertie County, North Carolina.

1.2. Anticipated Schedule of Events

Activity	Target Date
Issue Request for Proposal	July 16, 2025
Proposal Deadline: 2:00 P.M. (EST)	August 15, 2025
Review /Selection/Recommendation	August 18-29, 2025
Approval and Awarding	September 8, 2025

2. **COUNTY INFORMATION**

Bertie County is one of the largest counties in North Carolina, spanning 741 square miles. It was originally part of Albemarle County, established in 1660. In 1670, Chowan County, including Bertie Precinct, was cut from Albemarle County. Bertie Precinct was finally given status of county in 1722 when it separated from Chowan County. Initially, Bertie County was comprised of present Bertie County, Tyrrell County, Edgecombe County, Northampton County and Hertford County. By 1780, Bertie County had been divided to resemble its current shape.

Bertie County was named for James and Henry Bertie, who had purchased land from the original Lord Proprietors. Bertie County's County seat is Windsor, which was established in 1766 and was made the county seat in 1774. The County includes the eight incorporated townships of Askewville, Aulander, Colerain, Kelford, Lewiston-Woodville, Powellsville, Roxobel and Windsor.

Bertie County is comprised of fertile uplands and lowlands, with some large swamps called pocosins, making Bertie County ideal for agriculture. In addition, the timber industry is key to the area. Livestock and the growing poultry industry, which focuses on broiler production, are major contributors to Bertie County's agriculture base.

The Bertie County Animal Services Division is currently operating out of the existing animal shelter located at 225 County Farm Road, Windsor, NC 27983. The current shelter is outdated, is undersized, does not provide accommodations to adequately comply with current regulations and practices, and continues to require ongoing maintenance. During the FY22 budget process, the Bertie County Board of Commissioners approved funding to relocate and replace the current animal shelter. The new location will be sited at 145 County Farm Road, Windsor, NC 27983.

3. **SCOPE OF SERVICES**

Bertie County is seeking proposals to purchase a commercial prefabricated dog shelter. Refer to **Attachment 1 (3 pages)**

4. **PROPOSAL SPECIFICATIONS**

The proposals must be submitted in two parts: A. One (1) original document and one USB flash drive PDF copy of the Proposal to Purchase one (1) prefabricated commercial dog shelter and, B. one (1) original of the Cost of Proposal. The Cost Proposals must be submitted in a sealed envelope, which specifies on its face the name of the Proposer and must clearly be marked "**RFP 2025-04 Purchase One (1) Prefabricated Commercial Dog Shelter**". Proposals received after the due date and time specified shall be returned unopened. In order for the proposal to be considered, it must include the following:

A. **Cost (Fees) Proposal** – Please provide your fee in the same order as below:

1. Price of commercial dog shelter building.
2. Fees shall include the cost of transporting building to project site location in Windsor, NC.
3. Price shall include installation of unit, which includes setting building on concrete slab, structural connections, and all interior and exterior finishes.
4. Provide estimated delivery and completion time line.

B. **Proposal to Purchase** should include:

1. A signed letter of interest, stating the Proposer's interest and qualifications in providing the required building. Brief Proposer qualifications should be limited to two pages.
2. Client references, a minimum of three references for projects completed within the last five years and for services provided to local government (municipal/County) institutions or organizations. List of references must include the name of the organization, address, telephone number, and name/title of individual to contact.
3. Description of building being proposed, incorporating requirements identified in Scope of Work (Attachment 1).
4. Engineering drawings required for building along with concrete slab specifications.
5. Options/Upgrade cost sheet (if available).

5. PREPARATION OF PROPOSAL

- A. Proposers interested in submitting a proposal or have questions regarding the required products, the contents of proposal, the selection or any other requirements, these questions should be directed to the following individual:

**Bertie County Finance Department, Room 215
Attention: David Scarborough, Assistant County Manager
106 Dundee Street, PO Box 530
Windsor, NC 27983**

- B. Proposer is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent information, and respond completely. Each Proposer shall submit proposals containing all information required by the RFP.
- C. Failure to respond to all portions of this RFP may result in the Proposer's submittal being deemed non-responsive. Proposals must be signed by an officer or principal of the Proposer; however, they may be signed by an agent if accompanied by written evidence of authority.
- D. No proposal shall be withdrawn for a period of ninety (90) days after the due date of the submission of proposal. A Proposer may notify or withdraw the proposal at any time prior to the proposal due date by written request, signed by the same person who signed the proposal.
- E. Proposers are responsible for making certain proposals are delivered to the Finance Office of Bertie County. Mailing of proposals does not ensure that the proposal will be delivered in time or delivered at all. If Proposer does not hand deliver proposal, Bertie County suggests that Proposer use some sort of delivery service that provides a receipt.
- F. Proposals will be accepted in person or by United States mail, by private parcel or delivery service, or by private courier service before due date and time.
- G. Any proposal received after the date and hour specified will be rejected and returned unopened to the Proposer.
- H. Bertie County reserves the right to postpone the date and time for opening proposals through an addendum.
- I. Issuance of this RFP does not commit Bertie County, in any way, to pay any costs incurred in the preparation and submission of proposal. All costs related to the preparation and submission of proposal shall be paid by Proposer. The issuance of this RFP does not obligate Bertie County to enter into contract for any services or expenses.
- J. All Bertie County procurement is subject to the Uniform Guidance Procurement Policy for North Carolina Local Governments, adopted by Bertie County on June 4, 2018. This policy encourages the maximum participation of small and minority business and women business enterprises when possible.
- K. Proposals are to be signed by an individual authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. Failure to sign proposal will disqualify it.

- L. Bertie County reserves the right to reject any or all proposals, reject any particular item on a proposal, and to waive immaterial formalities.

6. OPENING OF PROPOSALS

Proposals will not be publicly opened. Except for the **"Cost Proposal to Purchase One (1) Prefabricated Commercial Dog Shelter"** this will be publicly opened, read aloud, and recorded immediately after the date and time of submission of proposal. All proposals and evaluations will be kept strictly confidential throughout the evaluation, selection, and negotiation. Only members of the Evaluation Committee, Bertie County administrative officers, and its agents having a legitimate interest will be provided access to the proposals and evaluation results.

7. GENERAL TERMS AND CONDITIONS

- A. Applicable Laws and Courts
This solicitation and any resulting contract shall be governed in all respects by all local, state and Federal Laws. The Proposer shall comply with applicable federal, state, and local laws and regulations, including the NC Animal Welfare Act (NC GS Chpt.19A).
- B. Ethics in Public Contracting
By submitting their proposals, all Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, vendor or subcontractor in connection with their proposals, and that they have not conferred on any Bertie County employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Proposers specifically certify by submitting their proposal that they are not in violation of the applicable laws, for acts of bribery and/or conspiracy in restraint of free and open competition in its transactions with other entities or political subdivisions.
- C. Debarment Status
By submitting their Proposals, all Proposers certify that they are not currently debarred from submitting proposals on contracts by the federal government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of federal government.
- D. Mandatory Use of Terms and Conditions
Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Bertie County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal.
- E. Clarification of Terms
If any prospective Proposer has questions about the specifications or other solicitation documents, the prospective Proposer should contact David Scarborough, Assistant County Manager, whose name appears on the face of the solicitation, no later than 2:00 p.m. on Friday, July 25, 2025. Any revisions to the solicitation will be made only by written addendum issued by Bertie County and disseminated to all known Interested Parties.

F. Invoices

All interim and final invoices for services provided, delivered and accepted shall be submitted by the Proposer for approval prior to payment to:

David Scarborough
Assistant County Manager, Bertie County
106 Dundee Street, Windsor, NC 27983
252.794.6109
David.Scarborough@bertie.nc.gov

G. Payment Terms

Bertie County will make payment within 30 days of receipt of a proper invoice for interim and final billings, provided that the billing has been approved by the Finance Director.

H. Assignment of Contract

A contract shall not be assignable by the Proposer in whole or in part without the written consent of Bertie County.

I. Changes to the Contract

Bertie County may order changes within the general scope of the contract at any time by written notice to the Proposer. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The Proposer shall comply with the notice upon receipt. The Proposer shall be compensated for all reasonable additional costs incurred as the result of such order and shall give Bertie County a credit for any savings. Said compensation shall be determined by mutual agreement between Bertie County and the Proposer in writing.

J. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Bertie County, after due notice, may procure them from other sources and hold the Proposer responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Bertie County may have.

K. Precedence of Terms

Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8. SPECIAL TERMS AND CONDITIONS

A. Qualifications of Proposers

Bertie County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to Bertie County all such information for this purpose as may be requested. Bertie County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy Bertie County that such Proposer is properly qualified to carry out the obligations of the contract.

B. Cancellation of Contract

- Bertie County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Proposer. Any contract cancellation notice shall not

relieve the Proposer of the obligation to deliver and/or perform on all outstanding services prior to the effective date of cancellation. In the event of termination by mutual agreement, the Proposer may be compensated for hours worked at the specified contractual rate for which Bertie County received consulting services within the scope of the contract.

- If, through any cause other than acts of nature, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the Proposer fails to fulfill in a timely and proper manner obligations under the contract, Bertie County shall have the right to terminate the contract on written notice to the Proposer specifying the effective date of termination.
- The Proposer shall not be relieved of liability to Bertie County for damages sustained by virtue of any breach of the contract by the Proposer. Bertie County may withhold, or require to be withheld, any payment to the Proposer for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

C. Contract Period

The term of the contract shall be measured from the date of commencement, subject to adjustments of the Contract Period as described. The Contract Period is that number of required hours to reasonably and professionally complete the Scope of Work/Services, to the full satisfaction of Bertie County. The term of the contract is at the sole discretion of the Board of Commissioner of Bertie County for any additional review required by Bertie County. **Timeline for completion of project shall be no later than 6 months after award.**

D. Identification of Proposal Envelope

- The signed proposal shall be submitted in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Proposer

Street or Box Number

City, State, ZIP Code

RFP Title

Due Date

Time

Name of Buyer: **Bertie County**

- The envelope shall be addressed as directed on the cover page of this solicitation. Contained within the envelope will be all information necessary for the **"RFP 2025-04 Purchase One (1) Prefabricated Commercial Dog Shelter"** and a separate sealed envelope containing the Cost information, specifically labeled **" RFP 2025-04 Purchase One (1) Prefabricated Commercial Dog Shelter"**

No other correspondence or other proposals should be placed in the envelope.

E. Indemnification

The Proposer agrees to indemnify, defend and hold harmless Bertie County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Proposer or any services of any kind or nature furnished by the Proposer, provided that such liability is not attributable to the sole negligence of any County employee or the failure of County employees to use the materials, goods, or equipment in the manner described by the Proposer on the materials, goods, or equipment delivered.

F. Subcontracts

No portion of the work shall be subcontracted without prior written consent of Bertie County, who may refuse to grant its approval for any reason. In the event that the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish Bertie County the names, qualifications and experience of their proposed subcontractors. The Proposer shall remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

G. Proprietary Information

Bertie County will not accept responses to Invitations for Proposal in cases where the Proposer declares the entire response to the RFP to be proprietary information. The Proposer must designate in the smallest increments possible, that part of the proposal which is deemed to be proprietary.

H. Integrated Agreement

Any resulting contract represents the entire and integrated agreement between the Proposer and the County and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the Proposer and Bertie County.

I. Worker's Compensation

The Proposer shall be required at all times during the term of this agreement to subscribe and comply with applicable Workers' Compensation laws and to hold harmless Bertie County and its authorized agents from any and all liability from or under said act.

J. Insurance Requirements

The successful respondent shall be required to have professional liability

insurance in full force and affect upon award of contract and provide proof of coverage and limitations The Proposer shall provide required Certificate(s) of Insurance within ten (10) working days of contract award notification and maintain such insurance during the entire term of the contract.

K. Income/Social Security/Employment Taxes

The Proposer shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full and exclusive liability for the payments of any and all Federal or applicable state income taxes, contributions or for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the Proposer on work performed under the terms of this agreement.

The Proposer further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The Proposer shall indemnify and hold harmless Bertie County and its authorized agents from any contributions, taxes, or liability referred to in this article.

L. Drug Free Workplace

Proposers contracting with Bertie County further certify that they will comply with the Drug Free Workplace Act in carrying out any contract resulting from this proposal.

8. PROPOSAL EVALUATION AND CRITERIA

- a. An Evaluation Committee consisting of County employees will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Proposers and the competitive range; recommend the selection of the Proposer, if any, that may be awarded the Contract, and in negotiations.
- b. All aspects of the evaluations of the proposals, any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.
- c. All proposals must conform to the specifications. Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for competitive range. Bertie County reserves the right to request of a Proposer to provide any missing information and to make corrections.
- d. Evaluations will be made in strict accordance with all of the evaluation criteria specified herein. Evaluation of proposals will be based upon the following criteria:
 1. Responsiveness of the proposal in clearly stating and understanding the scope of services, and in meeting the proposal

requirements of the RFP.

- 2 Previous experience of the Proposer in general as well as that of its partner(s), associate(s) and key support personnel (if applicable).
- 3 Qualifications of the Proposer to provide product/services for the required period of time, provide adequate staffing, and show history of demonstrated competence.
- 4 Bertie County's assessment of the Proposer's abilities to meet and satisfy the needs of the County; taking into consideration additional services or expertise offered that exceed the proposal requirements or the inability to meet some of the proposal requirements.
- 5 Information obtained by Bertie County from Proposer's references or other clients.
- 6 Fees and expenses for services to be provided by the Proposer.
- 7 Best interests of the County, only the County is in a position to determine their own best interests, and their decision shall be final.

9. **AVAILABILITY OF FUNDS**

This procurement is subject to the availability of funding. Bertie County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of Bertie County for any payment shall arise until funds are made available by the Director of Finance for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Director of Finance. Any award of Contract hereunder will be conditioned upon said availability of funds.

10. **AWARD OF PROPOSAL**

- a. Submission and award of a Contract will be awarded to the most responsible Proposer submitting a responsive Proposal that is the most advantageous to Bertie County, taking into consideration the factors outlined in this Request for Proposal.

b. Independent Contractor

It is expressly understood and agreed that the Proposer, if selected, and all persons designated by it to provide services in connection with the subsequent award of a Contract, is and shall be deemed to be an independent Contractor, responsible for its respective acts or omissions, and that Bertie County shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that is has the authority to bind the other.

11. **RESERVATIONS AND RIGHTS**

- a. Bertie County reserves the right to:
 - 1. Reject any and all proposals received
 - 2. Issue a subsequent RFP
 - 3. Cancel the entire RFP
 - 4. Remedy technical errors in the RFP process
 - 5. Negotiate with any, all or none of the Proposers to the RFP
 - 6. Accept the written proposal as an offer
 - 7. Waive informalities and irregularities
 - 8. Accept one or more proposals
- b. The RFP does not commit Bertie County to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of proposals or in participation of a Contract.

PROPOSAL CERTIFICATION

Proposers

Signature _____ **Date** _____

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization.

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Attachment 1- Scope of Work

Bertie County Prefabricated Commercial Dog Shelter Scope of Work

1. Sale of New Commercial Animal Shelter Prefabricated Building
2. Transportation of Unit to Project Site location at 145 County Farm Road, Windsor, NC 27983
3. Concrete Pad requirements to include location of electrical and plumbing connections (engineered drawings) for building
4. Installation of Building
 - a. Includes: setting of building on concrete pad or block piers above grade, structural connections, exterior dry-in of building, exterior and interior material finishes.

Purpose:

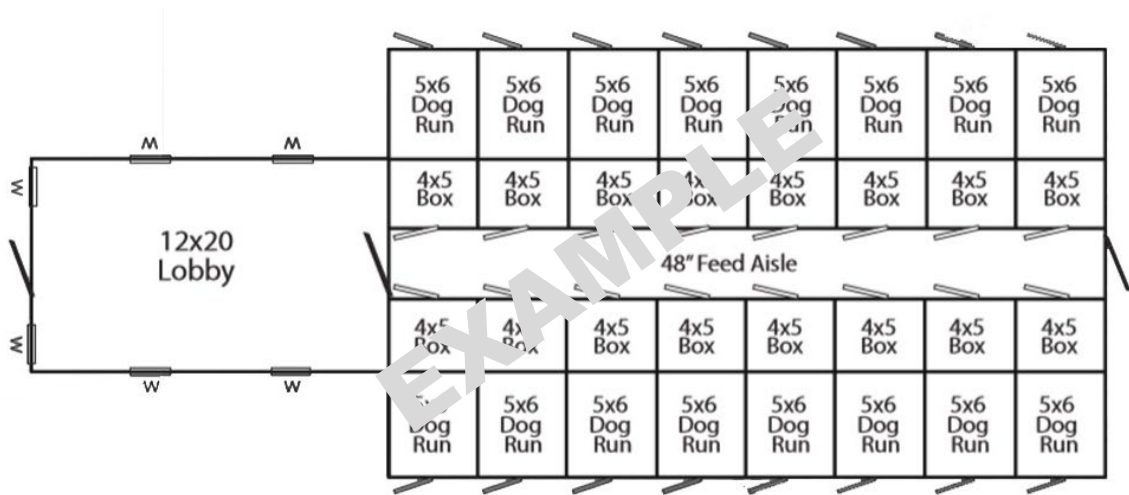
Bertie County Animal Control is currently operating out of the existing animal shelter located at 225 County Farm Road, Windsor, NC 27983. The current shelter is outdated, undersized, does not provide accommodations to adequately comply with current regulations and practices, and continues to require ongoing maintenance. Constructing an addition to the existing animal shelter building has proven to be infeasible. Therefore, the County has determined to build a stand-alone, modular building dedicated to accommodating the increased number of dogs being housed by the shelter

Dog Shelter Building Needed:

1. One Commercial Dog Shelter (with outdoor runs) not to exceed 24' x 60' (1440 sq ft)
2. Capacity to house up to 16 dogs
3. Building is to include a storage/workspace area (minimum 240 sq ft)
4. 8 kennels on either side with a 4' alleyway in middle
5. Indoor kennels to be 4' x 5'
6. Outdoor kennels to be 5' x 6'
7. Guillotine door (locking) 17" x 30"
8. Front door pre-hung with screened (vented) window
9. Rear door pre-hung with screened (vented) window

10. Pre-hung door between storage area and kennels
11. 4 Windows up to 36" x 36", sliders with screen (in storage room)
12. Metal siding
13. Metal roofing
14. Wind resistant up to 130 mph (Bertie County Code)
15. Raised, sloped floors, interior & exterior, to allow for drainage
16. Continuous stainless floor drain on both sides of building
17. Insulated floor (R15)
18. Polyurea coating for all floors
19. PVC/Vinyl panels to line interior walls and ceilings, purpose being to be waterproof, easy to clean, resistant to mold and mildew, and are durable enough to withstand scratching and impact.
20. Resinous Epoxy: This is recommended for dog holding areas, providing a seamless and durable, easy-to-clean, waterproof finish.
21. Composite decking for exterior runs
22. 6 gauge welded wire
23. 4' solid kennel dividers inside and outside runs
24. Washdown capabilities
25. Hot/cold water connectors, location for hot water heater in storage room
26. Wash tub installed in storage room
27. 2 ceiling lights in storage room
28. 2 ceiling lights in alleyway
29. 4 electrical outlets in storage room
30. 2 electrical outlets (GFI) in kennel area (high on wall)
31. Light switches at front door, entrance to kennel area, and at back door (3 way)
32. Electrical package that would include:
 - Breaker Box (100 amp)
 - Lighting (2 in storage area, 2 in alleyway)
 - 110v exhaust fan with thermostat

ATTACHMENT 2: EXAMPLES OF FLOORPLAN AND SHELTER LAYOUT



PROPOSAL COST SHEET

(Must be placed in separate, sealed envelope upon delivery of bid proposal)

Bertie County
RFP Bid Proposal No. 2025-04 for
Prefabricated Commercial Dog Shelter

The undersigned bidder hereby declares that he has carefully examined the requirements and specifications herein, and will provide all materials, equipment and appurtenances required for the following sum:

Commercial Dog Shelter
(cost of kennel, estimated delivery charges) \$ _____

Options/Upgrades \$ _____
(to reflect and include all requirements identified
in scope of work noted in **Attachment 1**)

Total Bid Cost: \$ _____

If Awarded This Project A Tentative Start Date: _____

Number Of Calendar DaysTo Complete Project: _____

IS AN UPGRADES/OPTIONS COST SHEET INCLUDED FOR FURTHER CONSIDERATION
BY BERTIE COUNTY?

(CIRCLE ONE) YES / NO