

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR INFORMAL BIDS

#148-MAINT-021

PROJECT: Hall Fletcher Elementary Elevator Modernization

USING AGENCY: Asheville City Schools

ISSUE DATE: July 21, 2022

Bids subject to the conditions made a part hereof will be received until **2:00 p.m., Wednesday, August 10, 2022****, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

All Bids must be sent to the Purchasing Clerk at the address or email address provided below:

Asheville City Schools

Attn: Chris Pohlman, Purchasing

85 Mountain Street

Asheville, NC 28801

Phone: 828-350-6101

Fax: 828-251-4915

Email: chris.pohlman@acsgmail.net

****Note:**

Update #1: The deadline for Bids to be submitted was extended to 8/25/2022 at 2:00pm via Addendum #1. See Addendum #1 for more information.

Update #2: The solicitation was cancelled entirely, effective 8/18/22, via Addendum #2. See Addendum #2 for more information.

Direct inquiries concerning this RFP to:

Bidding and document questions: Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Specifications and technical questions: Kristy Coats, Facilities Director

Mobile: 828-713-0712 or Office: 828-350-6198

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Informal Bids (RFIB), which refers to projects less than \$300,000, is issued to prospective contractors.
2. The deadline for written questions is three days prior to the due date.
3. Bids shall be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. All bids must be received by Asheville City Schools (ACS) not later than the date and time specified on the cover sheet of this RFP.
5. Bids will be evaluated according to completeness, content, experience with similar projects, ability of the Bidder and its staff, and cost. Award of a contract to one Bidder does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous to ACS.
6. Bidders are cautioned that this is a request for bids, not a request to contract, and ACS reserves the right to reject any and all unqualified bids when such rejection is deemed to be in the best interest of the ACS.

(NOTE: THE BID FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

BID FORM

#148-MAINT-021

Hall Fletcher Elementary Elevator Modernization

DUE DATE: 8/10/2022 by 2:00PM

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

Fed ID No: _____ MBE/HUB Status: _____ Fax: _____

Email: _____

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, if this bid is accepted, to furnish the subject services for a cost not to exceed:

Total Cost: _____

Additional Information (*Optional*):
(attach additional pages as necessary)

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

[END OF BID FORM]

BID SPECIFICATIONS

****Note:**

Update #1: The Required Pre-Bid Meeting was rescheduled to 8/12/2022 at 12:00pm via Addendum #1. See Addendum #1 for more information.

Update #2: The solicitation was cancelled entirely, effective 8/18/22, via Addendum #2. See Addendum #2 for more information.

I. INTENT

Asheville City Schools ("ACS") is requesting bids for Hall Fletcher Elementary Elevator Modernization project.

II. PRE-BID MEETING

There will be a Required Pre-Bid Meeting **on Thursday 7/28/2022 at 9:00am**** at the project location, Hall Fletcher Elementary School, 60 Ridgelawn Ave, Asheville, NC 28806. Attendance is required. Please contact Kristy Coats, Facilities Director, with questions about the Required Pre-Bid meeting at (828) 350-6198.

Bids will not be accepted from Bidders not represented at the Required Pre-Bid meeting.

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, and incidentals necessary to perform the work described herein.

III. SUBMITTAL OF BIDS

All bids must be submitted using the Bid Form included in this solicitation and must be submitted to Chris Pohlman, Asheville City Schools Purchasing Clerk. Bids may be submitted in person, by mail, or via email. Bids that are submitted in person or by mail shall be fully sealed and addressed to the following address.

Chris Pohlman
c/o Asheville City Schools
Attn: 148-MAINT-021
85 Mountain St
Asheville, NC 28801

Bids that are submitted by email should be clearly labeled with 148-MAINT-021 included in the subject line of the email and sent to chris.pohlman@acsgmail.net.

Please note that it is the responsibility of the bidder, regardless of the approved method of delivery the bidder chooses, to ensure that the bid is received on time. Late bids will not be accepted. Bids submitted without the Bid Form included in this solicitation will be considered non-responsive.

ACS assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, any other method.

IV. CONDITIONS

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other

document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Bid or to the Contract.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Asheville City Schools.

V. QUALITY OF WORK

All work shall be performed in a good and professional manner by skilled, experienced workers. Asheville City Schools shall be responsible for determining the quality of work, and may notify the Contractor of the same.

VI. SAFETY REGULATIONS:

The Contractor shall adhere to the rules, regulations, and interpretations of all state, federal, and local laws that pertain to workers and site safety. This to include OSHA 1910, General Construction, or those regulations mandated by these specifications.

VII. INDEMNITY

The Contractor will indemnify and save harmless Asheville City Schools, its Board members, officers, employees, and agents, from and against any and all claims, causes of action, damages, losses, costs, attorneys' fees, and liability to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, and employees in the performance of this Contract.

VIII. INSURANCE

If awarded a contract, the Bidder will provide a Certificate of Liability Insurance naming the District as additional insured. The issuing insurer must provide 30 days written notice to the District of the expiration of the insurance. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- Workers' Compensation Insurance, including Employer's Liability with limits of \$250,000 each accident. The Aggregate Limit will not be less than \$2,000,000.
- Property Damage Insurance, including Liability Coverage, with a per occurrence limit of \$1,000,000. The Aggregate Limit will not be less than \$2,000,000

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

IX. NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

X. HISTORICALLY UNDERUTILIZED BUSINESSES

Pursuant to General Statute 143-48 and Executive Order #150, Asheville City Schools invited and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

XI. COMPLIANCE

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

The Contractor shall obtain all licenses and permits required to execute contract by authorities that have jurisdiction.

XII. PERFORMANCE AND DEFAULT

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, ACS shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of ACS, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

In case of default by the Contractor, ACS may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, ACS may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

XIII. TERMINATION:

Asheville City Schools may terminate this agreement at any time by 15 days' notice in writing to the Contractor. If the contract is terminated by Asheville City Schools as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

XIV. GENERAL PROVISIONS

Asheville City Schools Procurement Code and Regulations govern and supersede any and all documents, bids and policies, whether stated or implied.

a. Commitment

This solicitation does not commit ACS to award a contract, to pay any costs incurred in the preparation of the bid or to procure any good or service. An award will be made to the Bidder whose bid, in the opinion of ACS, best meets the requirements of this solicitation and the objectives of ACS.

b. District or School Regulations

The Bidder and its representatives shall follow all applicable regulations while on District property, including the No Smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. Vendor(s) and its representatives must have a clean background check to come on school property.

c. Drug-free Workplace

By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the North Carolina Drug-Free Workplace Act.

d. Jessica Lunsford Act

Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Bidder affirms that neither itself nor any employee or agent of Bidder is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

e. Addenda

Addenda shall be issued prior to the RFP submittal date and time for the purpose of modifying or interpreting the bid instructions through additions, deletions, clarifications, or corrections. Addenda shall be forwarded to all potential Bidders who are known by ACS to have received a complete copy of the RFP. No addenda shall be issued later than three (3) days prior to the RFP submittal date except to withdraw or postpone the RFP. The Purchasing Agent shall not be legally bound by any amendment or interpretation that is not in writing.

f. Equal Opportunity

Bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

g. Authorization and Acceptance

The bid must be signed by an authorized individual who may bind the Bidder to provide the products and services contained in this RFP. All bids received in response to this RFP shall be considered valid for a minimum of sixty (60) days from the bid due date.

ACS or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

h. Bid Clarifications

ACS reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's bid. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify the bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

i. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFP shall belong exclusively to ACS and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the bid they consider to contain proprietary information.

j. Quality of Product

Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition.

k. Bidder's Qualifications

All Bidders must be able to meet and/or exceed all of the qualifications listed in this solicitation. Any Bidder who does not meet the qualifications and/or fails to include any of the information requested in the Bid package, may be determined non-responsive.

l. Bid Constitutes Offer

By submitting a bid, the Bidder agrees to be governed by the terms and conditions as set forth in this document. Any bid containing variations from the terms and conditions set forth herein may, at the sole discretion of ACS, render such bid non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by both parties to supersede any such provisions of this RFP.

m. **Contractor Responsibility**

The Contractor alone will be held solely responsible to ACS for performance of all Contractor obligations under any contract resulting from their bid.

n. **Correction of Errors on the Bid Form**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for opening.

o. **Debarment**

Bidder affirms that itself and/or any of its Principals are neither debarred, per State website at <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>, nor debarred per Federal Excluded Parties List at www.sam.gov/portal/public/SAM, nor listed on the Final Divestment List and Parent and Subsidiary List, which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act, and which is located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. Bidder further affirms that itself and/or any of its Principals are neither suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. 'Principals', for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (examples: general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

p. **Non-Appropriations**

Any contract entered into by ACS or its departments, employees, or agents resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

q. **Approval of Publicity Release**

The Contractor shall not have the right to include ACS's name in its published list of customers, without prior approval of ACS. The Contractor agrees not to publish or cite in any form any comments or quotes from ACS staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply the products or services provided are endorsed or preferred by ACS.

r. **Rejection/Cancellation**

ACS reserves the right to accept or reject, in part or in entirety, any or all bids; to negotiate with all qualified Bidders; and to cancel in part or in entirety this solicitation if it is in the best interest of ACS. Further, ACS reserves the right to waive any or all informalities or technicalities in order to serve the best interest of ACS.

s. **Unlawful Acts**

ACS interprets a signed bid as signifying that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the state of North Carolina or United States law.

t. **Subcontracting**

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractor must be approved by ACS. The successful Bidder will also furnish the corporate or company name and the names of the Bidders of any subcontractors engaged by the Bidders. If at the time of the bid, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor qualifications to perform must be submitted.

u. **Withdrawal of Bid Response**

A bid response cannot be withdrawn after it has been filed, unless the respondent makes a written request to the Purchasing Agent prior to the bid due date and time shown on this solicitation. If ACS has not accepted the bid or awarded a contract within thirty (30) days after the bid due date, the Bidder must inform ACS, in writing, that they do not wish for their response to continue to be considered.

XV. SPECIFICATIONS DEVIATIONS

Any deviation from the minimum specifications within this solicitation must be noted in detail and submitted in writing on the Bid Form

XVI. EVALUATION CRITERIA

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid, which does not meet the essential requirements of ACS, will be subject to disqualification. For purposes of determining responsibility, all information given by the Bidder concerning its availability to perform fully the contract requirements and the integrity and reliability of the Bidder will be reviewed. The submission of a bid for review does not necessarily qualify the Bidder or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid to be disregarded.

XVII. SALES AND USE TAX

The North Carolina Sales and Use Tax Act authorizes certain government entities to obtain each year a refund of sales and use taxes indirectly paid on building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired for that government entity in North Carolina.

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, or equipment by a contractor, the Government must secure from the contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of sales or use taxes paid. In the event the contractor makes several purchases from the same vendor, the certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid. The statement must also include the cost of any tangible personal property withdrawn from the contractor's

warehouse stock and the amount of sales or use tax paid by the contractor. Similar certified statements by subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes included in the contractor's statement must be shown separately from the State sales or use taxes. (48 CFR 29.304(d)).

The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

XVIII. TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Asheville City Schools, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

