

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR INFORMAL BIDS

#148-MAINT-018

PROJECT: Dedicated Plumber On-Call Services

USING AGENCY: Asheville City Schools

ISSUE DATE: June 7, 2022

Bids subject to the conditions made a part hereof will be received until **2:00 p.m., Friday, June 17, 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

Direct inquiries concerning this RFP to:

Chris Pohlman, Purchasing Clerk

Phone: 828-350-6101

Email: chris.pohlman@acsgmail.net

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 the issuing agency not later than the date and time specified on the cover sheet of this RFIB.
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 the State.
6. Bidders are cautioned that this is a request for bids, not a request to contract, and the State/Asheville City Schools reserves the right to reject any and all unqualified bids when such rejection is deemed to be in the best interest of the State.

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

BID FORM

#148-MAINT-018

Dedicated Plumber On-Call Services

DUE DATE: 6/17/2022 by 2:00PM

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

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

Email: _____

Therefore, in compliance with this Request for Informal 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:

Standard Rate \$ _____ Hourly

Overtime Rate \$ _____ Hourly

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

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

[END OF BID FORM]

BID SPECIFICATIONS

I. INTENT

Asheville City Schools ("ACS") is requesting bids for a dedicated plumber to be available to receive service calls 24 hours per day, every day; and to perform plumbing services as requested.

II. SCOPE OF WORK

Contractor will be available 24 hours of every day to receive service calls for plumbing services from the Asheville City Schools Maintenance Office, and will perform such plumbing services, for all ACS schools and locations. Calls received during the regular work day will be billed at a Standard Rate. Emergency calls that require the Contractor to come outside of the regular work day or on a bona fide Holiday will be billed at an Overtime Rate. For the purpose of this solicitation, regular hours will be considered to be Monday through Friday from 7:00 am until 5:00 pm, with the exception of bona fide holidays.

The Standard Rate and Overtime Rate provided will not include prices for parts or for camera diagnosis.

If any particular repair job will exceed \$1,000, inclusive of both parts and labor, then a separate proposal will be required and a new purchase order issued by Asheville City Schools to the Contractor prior to the work being performed, except in the case of an emergency, which will be at the discretion of Asheville City Schools.

III. TERM

The initial term of the contract resulting from this solicitation shall begin on or around July 1, 2022 and continue through June 30, 2023. After the initial term, this agreement may be renewed each year for up to four (4) additional one-year periods. Any price increases shall not exceed the previous year's increase in the Consumer Price Index for Urban Consumers or three (3) percent, whichever is less on the date of renewal. Any proposed price increases must be approved in writing by a District administrator.

IV. SUBMITTAL OF BIDS

All bids must be submitted using the Bid Form included in this solicitation and should 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-018
85 Mountain St
Asheville, NC 28801

Bids that are submitted by email should be clearly labeled with 148-MAINT-018 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.

V. 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.

VI. INSURANCE

Contractor shall maintain, throughout the performance of its obligations under this agreement, a policy or policies that include coverage for Worker's Compensation insurance with such limits as may be required by law; as well as a policy or policies of General Liability insurance and Professional Liability insurance. Such liability insurances shall have limits sufficient to cover any loss or potential loss resulting from this contract. All vehicles that transit school grounds will have Auto Insurance as required by the State of North Carolina.

VII. LICENSE AND PERMITS

During the term of the contract, the Contractors shall be responsible for obtaining and maintaining in good standing, all license (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by ACS, the county, the city, or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

VIII. PERFORMANCE AND DEFAULT

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, Asheville City Schools 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 Asheville City Schools, 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, Asheville City Schools 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, the Agency 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.

IX. TERMINATION:

Asheville City Schools may terminate this agreement at any time by 30 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.

X. GENERAL PROVISIONS

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

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. Bidder's Qualifications

Bidder must, upon request, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this bid. ACS reserves the right to make the final determination as to the Bidder's ability to provide the services requested herein. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to ACS.

m. 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.

n. 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.

o. 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.

p. 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).

q. 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.

r. 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.

s. 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.

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. 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.

v. **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.

XI. PROJECT REQUIREMENTS

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. Information will be formatted in order as listed under the bid content.

XII. SPECIFICATIONS DEVIATIONS

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

XIII. 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.