



BID, PROJECT and CONTRACT REQUIREMENTS
FOR
FIELD LIGHTING
FOR
Smoky Mountain High School
100 Smoky Mountain Drive, Sylva, NC 28779
RFP# 199-500240906

OPTIONAL PRE-BID MEETING

11:00 a.m. EST Monday, August 26, 2024

DEADLINE FOR SUBMITTING BIDS

8:00 a.m. EST Friday, September 6, 2024

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A. INTRODUCTION

Jackson County Public Schools is requesting formal bids for the provision of all labor, machinery, equipment and materials for new lighting for the softball and baseball fields for Smoky Mountain High school, at 100 Smoky Mountain Drive, Sylva, NC 28779 and 1528 Webster Rd, Sylva, NC 28779 as is generally outlined within the project specifications contained in this document.

An optional pre-bid meeting for contractors will be held at 11:00 a.m. EST, Monday, August 26, 2024 at Smoky Mountain High School.

Jackson County Public Schools intends to award to the lowest responsive, responsible bidder that provides the bid most advantageous to the County, taking into consideration quality, performance and timing for delivery. Jackson County Public Schools reserves the right to accept or reject any or all bids and to award in the best interest of the County.

Written bids, subject to the conditions made a part hereof, will be received at this office through and until **8:00 a.m. EST, Friday, September 6, 2024** for furnishing and delivering the commodity as described herein. Bids may be submitted by mail or other delivery methods including electronic submissions.

SCHEDULE OF EVENTS:

08/16/2024	Bid Release
08/26/2024	11:00 a.m. EST – Monday, Optional Pre-bid Meeting
09/06/2024	9:00 a.m. EST –Friday, Bid Submission Deadline
09/06/2024	10:00 a.m. EST – Friday, Bid Opening

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. Jackson County Public Schools reserves the right to request required information or clarification after bid opening, however the lack thereof may subject a bid to rejection.

It is the responsibility of all respondents to contact Jackson County Public Schools prior to submitting a response to the RFP 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 RFP.

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 and as appropriate, which 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, Jackson County Public Schools Purchasing Ordinance and the general provisions outlined in this request.

Jackson County Public Schools does not provide training, prescreening or pre-determination of a bidder’s or contractor’s eligibility, except for the County’s own convenience. Jackson County Public Schools is neither responsible nor liable for any misunderstanding or misinterpretation of applicable statute nor any cost or expense caused by such. Jackson

County Public Schools may, however, hold as liable any bidder submitting a bid for which they do not hold the applicable license 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. Jackson County Public Schools 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 Jackson County Public Schools are expected to fully comply with the County's non-discrimination policy.

5. Jackson County Public Schools 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. Jackson County Public Schools reserves the right to take exception to or waive any item in the bid.

6. **BID AND CONTRACT: Please Read Carefully:** Signed bids submitted in response to this Request for Proposals will be evidence of acceptance of Jackson County Public Schools' terms and conditions, including here by reference Jackson County Public Schools' 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 Jackson County Public Schools 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 Jackson County Public Schools in favor of any bid containing conditions more favorable to the County. Jackson County Public Schools accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. **Regardless**, proposals taking total exception to Jackson County Public Schools' terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Jackson County Public Schools 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. When appropriate, 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, Jackson County Public Schools may use criteria such as:

- Compliance with bid package requirement
- Contractor's qualifications
- References

- Financial ability
- Insurance coverage
- Etc.

8. All bids must be accompanied by the vendor's proposed start and completion 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 be written and submitted in the format prescribed by these documents, using the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission. Proposals Packages should include or cover the following elements:

1. Cover Letter or Cover Sheet identifying Contractor
2. Signed Bid Proposal and Terms Acceptance Sheet broken down according to Technical Specifications below
3. Statement including time from award notification to completion
4. Copy of current NC General Contractors License when applicable (See section 3, Page 3)
5. General Product Specifications Sheets (when appropriate)
6. List of references for jobs of similar size, scope and specification.

11. Bid Proposal Sheets should clearly present the following information:

- a. Project Name: **Field Lighting, Smoky Mountain High School**
RFP# 199-500240906
- b. Delivery Schedule: Show Number of days or weeks following receipt of approved purchase order and approved submittals. ***Delivery and installation period will be a consideration for award.**
- c. **Proposal must be signed by an individual authorized by the bidder to bind the company to a contract and must clearly show the individual's title, company name, date and General Contractor number (when applicable).**

12. DELIVERY OF BIDS:

To be considered, bid proposals must be signed and complete, in 8-1/2 x 11 inch format. If hand delivered or sent by overnight courier, they should be stapled once, **and** include one (1) original and two (2) copy of the originally signed and complete bid proposal in the same format.

MAILING INSTRUCTIONS:

US POSTAL SERVICE: Address bid envelope as shown below and mail in time to reach Purchasing Specialist by deadline. Enclose the fully executed original bid document in the mailing envelope. Address envelope as shown below.

UPS, FEDEX, DHL or other carrier: Place the bid inside the carrier’s envelope and address as below.

HAND DELIVERY OR COURIER: Bids, addressed with either of the provided addresses, may be hand- delivered directly to the Purchasing Division no later than 9:00 A.M. EST on the due date for bids. Arrive with plenty of time to have your bid stamped in before the deadline.

In all cases and regardless of delivery method, delivery of bids to the Purchasing Specialist by the specified due date and time are the sole responsibility of the bidder. Bids not in the hands of the Deputy Superintendent prior to the expiration date and time, regardless of reason, **will be rejected.**

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
<p><u>RFP# 199-500240906: Field Lighting for Smoky Mountain High School Jackson County Public Schools</u> <u>Attn: Jake Buchanan, Deputy Superintendent</u> <u>398 Hospital Road</u> <u>Sylva, NC 28779</u></p>	<p><u>RFP# 199-500240906: Field Lighting for Smoky Mountain High School Jackson County Public Schools</u> <u>Attn: Jake Buchanan, Deputy Superintendent</u> <u>398 Hospital Road</u> <u>Sylva, NC 28779</u></p>

13. Mailed bids or bids sent by any delivery service in that service’s envelope must be included in a separate envelope clearly marked as above and placed inside the mailing envelope.

14. Jackson County Public Schools 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 Jackson County Public Schools to award a contract to a bidder.

15. In case of default of an awarded contractor, Jackson County Public Schools may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.

16. **PAYMENT: Unless other arrangements are made between Jackson County Public Schools and the Vendor,** in lieu of bid and performance bonds, **full payment will be made by check within thirty-days after project completion and final inspection and notification of acceptance is given to the Finance Department by the Deputy Superintendent.** Once proof of acceptance is received, the Jackson County Public Schools Finance Department 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.

17. It is Jackson County Public Schools policy to offer open and fair bid opportunities to all qualified contractors who are interested in participating in bids for Jackson County Public Schools projects and to encourage and assist small or minority- owned businesses who might not otherwise

be able to participate in our projects. Therefore, Jackson County Public Schools may approve a prepayment of a percentage of project cost, never to exceed 30%, to facilitate the purchase and placement of project materials and to stage equipment and personnel at the site. To qualify, a contractor must include a request for prepayment with their bid providing adequate basis and justification for pre-payment. Jackson County Public Schools will review the request and make a determination as to approval and amount. Prepayments are made at the sole discretion of the County and no bid should be submitted contingent on prepayment. If pre- approved, payment will be made after an invoice has been submitted to the County's Project Manager assigned to this project.

17. **TAXES:** It is Jackson County Public Schools policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Jackson County Public Schools property taxes. In the event the lowest, responsive bidder is found delinquent, Jackson County Public Schools reserves the right to a) reject said Contractor's bid as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.

19. Jackson County Public Schools requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Jackson County Public Schools' 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.

20. **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 CONTRACT TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the awarded contractor, Jackson County Public Schools 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, Jackson County Public Schools may immediately terminate for cause all existing contracts between Jackson County Public Schools 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. Jackson County Public Schools 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 pursuant to this project 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 Jackson County Public Schools, 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 RFP or any resulting contract or the name of Jackson County Public Schools 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, Jackson County Public Schools may:

- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- 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 Jackson County Public Schools 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 Jackson County Public Schools, 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 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 Jackson County Public Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Jackson County Public Schools' agents who are involved in the delivery or processing of contractor goods to Jackson County Public Schools. 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. Additionally, North Carolina General Statute 153A-449 states that "Contractors Must Use E-Verify. - 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, as a condition of payment under this contract, the seller or vendor agrees to and must comply with Article 2 of chapter 64, as well as take measures to ensure that any subcontractor performing work for the Vendor under this contract complies with the provisions of this statute. By submitting a signed offer in response to this solicitation, seller or Vendor verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Upon request of the Jackson County Public Schools, Vendor shall verify, by affidavit, compliance of the terms of this section.

The seller and/or vendor acknowledges that payment by the County is conditioned upon the vendor's, or its subcontractor's, compliance with Article 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) 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 Article 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. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. 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 and will serve as certification by the individual signing that the entity is not included on the Final Divestment List and they are prohibited from subcontracting with any entity included on the Final Divestment List. Any contract entered into with an entity 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. **Divestment From Companies Boycotting Israel Act** (NC G.S. 147, Article 6G) prohibits state agencies and local governments from entering into contracts costing over \$1,000.00 with any entity that the North Carolina State Treasurer has determined boycotts or is involved in a boycott of Israel.

The Article requires the State Treasurer's Office to publish a list of entities it has determined boycotts or is involved in a boycott of Israel and update the list at least annually. 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.

15. **TERMINATION:** Jackson County Public Schools 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

Jackson County Public Schools requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Jackson County Public Schools 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 shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

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 Iredell, 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.

Smoky Mountain High School – Field Lighting RFP # 199-500240609

Project Description:

Install lighting at the baseball field, located at 100 Smoky Mountain Drive, Sylva, NC 28779 and at the softball field, located at 1528 Webster Road, Sylva, NC 28779. All work must be aligned with the North Carolina High School Athletic Association lighting standards.

~End of Specifications~

**BID SHEET & CONTRACT TERMS
ACCEPTANCE FORM
Field Lighting, Smoky Mountain High School
Bid # 199-500240906**

Company _____ GC License # _____
(Attach Copy)

Address/City//State/Zip _____

OFFER

- A. This offer shall be open to acceptance and is irrevocable for a minimum of Ninety 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 Jackson County Public Schools for the above-mentioned project, we, the undersigned, hereby offer to provide a complete Work product for:

BID \$ _____ (U.S. Dollars)

Attach full written bid proposal to your submission

C. If this Bid is accepted, we will complete the Work within _____ calendar days from Notice of Award Proceed.

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 Jackson County Public Schools 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

Signature

Title

Date

(End of Proposal Form for RFP 199-500240906)