

# STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

## REQUEST FOR BIDS

#148-IT-039

**PROJECT:** Lucy Herring Elementary Sound System Improvements PROJECT

**USING AGENCY:** Asheville City Schools

**ISSUE DATE:** February 4, 2025

Bids subject to the conditions made a part hereof will be received until **Thursday March 13, 2025 at 2:00 pm**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a vendor will be selected.

1. Request for Bids is issued to prospective contractors.
2. There will be a Mandatory Pre-Bid Meeting on **2/21/2025 at 10:00 AM** at Lucy S Herring Elementary School, located at 98 Sulphur Springs Rd, Asheville, NC 28806. Attendance is required. Bids will not be accepted from Bidders not represented at the Mandatory Pre-Bid Meeting.
3. The deadline for written questions is three (3) days prior to the due date.  
  
Chris Pohlman, Purchasing Specialist  
Phone: 828-350-6101  
Email: [chris.pohlman@acsgmail.net](mailto:chris.pohlman@acsgmail.net)
4. All Bids must be received by the Purchasing Specialist not later than the due date and time specified above, at which point all bids will be immediately thereafter opened. Attendance by Bidders at the Public Bid Opening is not required. Tabulations of bids and award information may be obtained by written request.
  - a. All Bids must be fully sealed and reference RFP# 148-IT-039 on the outside of the package. Providing one original Bid is sufficient. Additional copies of Bids are not necessary. Emailed bid submissions will NOT be accepted. All sealed bids should be clearly labeled with the following:  
  
Asheville City Schools  
Attn: 148-IT-039  
c/o Chris Pohlman  
85 Mountain Street  
Asheville, NC 28801
  - b. Bid Forms must be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
5. Bids will be evaluated according to Costs, Understanding of Need, Vendor Experience, Warranty and Service, and Project Management. See Evaluation Criteria section for full information. Award of a contract to one offeror 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 Asheville City Schools reserves the right to reject all offers when such rejection is deemed to be in the best interest of Asheville City Schools.

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

**BID FORM**

**#148-IT-039**

**Lucy Herring Elementary Sound System Improvements PROJECT**

**DUE DATE: 3/13/2025 at 2:00 PM**

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for the Lucy Herring Elementary Sound System Improvements PROJECT for Asheville City Schools, North Carolina, does hereby offer to perform such services on behalf of the District, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fed ID No: \_\_\_\_\_ MBE Status: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

By: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

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 including tax

Additional Information, if applicable (attach extra sheets as needed): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF BID FORM**

## 1. PURPOSE

Asheville City Schools invites qualified and experienced contractors to submit proposals for improvements to the sound system at Lucy S Herring Elementary School ("school"), located at 98 Sulphur Springs Rd, Asheville, NC 28806, within Asheville City Schools ("ACS"). Lucy S Herring is an elementary school with a robust music program. The school auditorium has a projector, backlit screen, and aging sound system. ACS is requesting a price to provide and install a new sound system for the auditorium that will be used for both public events and music instruction, as per the specifications described herein.

## 2. SCOPE OF WORK

Provide a sound system for the auditorium to include high quality amplified sound for both public performances and instructional use. The following list is included to express the scope of the request, but should not be considered exclusive.

- 4 wireless microphones,
- 1 lapel microphone,
- 4 wired microphones,
- 8 microphone floor stands,
- Mixed input from various sources including (16 or more channels), digital console required for:
  - CD/DVD,
  - Laptop,
  - iPad,
  - Instruments (guitar, etc), and
  - Microphones.
- Speakers sufficient to fill the room. Consider suspended speakers or other solutions for both voice and music. High quality speakers are a high priority.
- Wall mount cabinet/rack with power management, lockable
- Amplification
- Equalizer
- Stage monitors
- Wireless receiver for input from laptop or similar device, integrate sound with provided solution and video to existing projector via HDMI, compatible with the following systems:
  - Windows,
  - iOS,
  - MacOS,
  - ChromeOS, and
  - Android.
- All cabling, installation, labor and materials
- Configuration and tuning
- Training of ACS staff
- If additional electrical power is required, specify whether vendor will provide or if the school will need to provide
- Sound panels or other baffling appropriate to the design and space.

## 3. DISPOSAL OF WASTE

All waste to be transported off site and disposed of at an approved site. All permits and any fees associated with this project must be included in the Bid.

## 4. SITE VISIT

There will be a Mandatory Pre-Bid Meeting on **2/21/2025 at 10:00 AM** at Lucy S Herring Elementary School, located at 98 Sulphur Springs Rd, Asheville, NC 28806. **Attendance is required.** Bids will not be accepted from Bidders not represented at the Mandatory Pre-Bid Meeting.

## 5. EVALUATION CRITERIA

The evaluators will consider how well the bidder's proposed solution meets the needs of ACS. It is important that the responses be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal. ACS reserves the right to require a subset of finalists to make a presentation to the evaluation team for consideration.

Although cost will be an important factor in our decision, ACS will use the criteria identified in the table below to fully evaluate the value of each proposal.

Category	Description	Weight
Costs	The relative score of costs compared to other offers. Lowest cost receives the greatest number of points.	40%
Understanding of Need	Submissions will be evaluated for how well the proposal meets the needs of the school. This includes responsiveness to the scope of work. Quality of components, flexibility to reconfigure the system for different use cases, overall design approach to provide high quality sound in the space.	25%
Vendor Experience	A combination of the references and/or school's experience with both the offered product brand and the seller. The greatest number of points are awarded to the vendor/brand with the most positive references or experience.	15%
Warranty and service	Warranty will be evaluated in consideration of the following: <ul style="list-style-type: none"><li>• Length of warranty</li><li>• Items covered</li><li>• Type of coverage (manufacturer defect or accidental damage)</li><li>• Mechanism for accessing warranty support</li><li>• Time to resolution guarantee</li><li>• Customer support features (on site hot-swappable spare, phone support etc.)</li></ul>	10%
Project Management	Project management will be evaluated in consideration of project management approach, communication channels, scheduling and flexibility. A single point of contact for all project management is desired.	10%

## 6. 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 ACS.

## **7. COMPLIANCE**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements 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.

The Contractor shall comply with all relevant ACS Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. All Asheville City Schools Board Policies can be found at [https://www.boardpolicyonline.com/bl/?b=asheville\\_city](https://www.boardpolicyonline.com/bl/?b=asheville_city)

## **8. 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.

## **9. SPECIFICATIONS**

Any deviation from the specifications indicated herein must be clearly pointed out and explained in detail. Otherwise, it will be considered that items offered are in strict compliance with these specifications, and the offeror will be held responsible therefore. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

## **10. HISTORICALLY UNDERUTILIZED BUSINESSES**

Pursuant to General Statute 143-48 Executive Order #150, ACS invites 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.

Pursuant to 2 CFR 200.321, affirmative steps are required to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## **11. AWARD OF CONTRACT**

It is the intent to award this contract to a single overall offeror. The right is reserved, however, to make award on the basis of individual items or groups of items, if such shall be considered to be most advantageous or constitute the best interest of ACS. Best value procurement to the lowest responsive and responsible bidder is the procurement goal of ACS.

This may be determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by ACS to be pertinent and peculiar to the purchase in question. Unless otherwise specified by ACS or the offeror, ACS reserves the right to accept any item or group of items on a multi-item bid. In addition, on term contracts, ACS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by ACS to be pertinent or peculiar to the purchase in question.

## 12. AVAILABILITY OF FUNDS

Any and all payments to the contractor are dependent upon and subject to the availability of funds. All contracts are subject to annual renewal. Price adjustments may be considered at that time but none are automatic unless spelled out in the bid/proposal and agreed upon by both parties.

## 13. PROTEST PROCEDURES

A party wanting to protest a contract awarded pursuant to this solicitation, must submit a written request to the Chief Finance Officer of ACS using the contact information below. This request must be received by the Chief Finance Officer within five (5) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest.

Heidi Kerns, Chief Finance Officer  
Asheville City Schools  
85 Mountain St, Asheville, NC 28801  
Email: [heidi.kerns@acsgmail.net](mailto:heidi.kerns@acsgmail.net)

## 14. CONFIDENTIAL INFORMATION

As provided by statute and rule, ACS will consider keeping trade secrets which the offeror does not want disclosed, confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

## 15. JESSICA LUNSFORD ACT

Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Bidder agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all of its employees involved in this project. ACS prohibits any personnel listed on such registries from being on any property owned or operated by ACS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the ACS Superintendent or Designee, upon request. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, my signature below certifies that neither I nor any employee or agent of Contractor that is involved with project 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.

## 16. E-VERIFY

Service Provider shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements").

## 17. DEBARMENT

Bidder certifies by submitting a Bid that the Bidder and/or any of its Principals are not presently debarred, per the State's website: <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors> ; and are not presently debarred, per the Federal Excluded Parties List: [www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM) .

## 18. IRAN DIVESTMENT ACT

Service Provider certifies that it is not listed on the Final Divestment List nor the Parent and Subsidiary List located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act; and are not 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.

## **19. NONDISCRIMINATION**

Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## **20. INDEMNITY**

Bidder will indemnify and save harmless ACS, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Bidder, its officers, or agents; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the ACS, its officers, agents, or employees.

## **21. 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.

## **22. TERMINATION**

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

## **23. CONTRACTS PAID THROUGH FEDERAL FUNDS**

In the event that the Board provides compensation for services performed under this Agreement from a qualifying federal funding source, either in whole or in part, Service Provider herewith accepts responsibility for complying with applicable provisions of federal law, including, but not limited to, the Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

Procurement of Recovered Materials (2 C.F.R. § 200.322); and, Record Retention Requirements (2 CFR § 200.324).

#### **24. SALES AND USE TAX**

NC public school systems are entitled to refunds from the State of North Carolina of certain sales and/or use taxes paid to the State of North Carolina. This refund provision includes taxes paid by construction contractors on materials which have become permanently affixed to buildings owned or leased by the school system, accordance with the provisions of G.S. 105-164. 14(c).

- Sales Taxes that are refundable to school systems include sales taxes paid in North Carolina by the school system's contractors on purchases of building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure being erected, altered or repaired under contract with the school system. Since contractors are required to pay tax on purchases of materials, ACS requires Contractors to complete a Contractor's Statement of NC Sales and Use Tax Paid, which must include all of the following:
  - a. the date the property was purchased;
  - b. the type of property purchased;
  - c. the project for which the property was used;
  - d. if the property was purchased in this State, the county in which it was purchased;
  - e. if the property was not purchased in this State, the county in which the property was used; and
  - f. the amount of sales and use taxes paid.
- Sales Taxes that are not refundable to schools include, but are not limited to, scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc., or any other items which do not become a part of or are not annexed to the building or structure being erected, altered, or repaired.
- Sales Taxes paid by a subcontractor must follow the guidelines as listed above for the contractor, the only difference being that the subcontractor must submit their certification and accompanying documentation to the contractor for the contractor to submit to the school system, as stated above.

#### **25. QUALITY OF WORK**

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

#### **26. 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, 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.



## **27. 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 ACS, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

# ADDENDUM #1

#148-IT-039

## PROJECT: Lucy Herring Elementary Sound System Improvements PROJECT

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Bidder shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #1 to the RFP# 148-IT-039 contains the following additions, clarifications and/or changes:

- Adds notes taken at the Required Pre-Bid Meeting on 2/21/2025, including vendor(s) in attendance, and questions and answers that were addressed.

### ATTENDANCE AT PRE-BID MEETING ON 2/21/2025:

The following Bidder(s) were represented at the Pre-Bid Meeting on 2/21/2025

- Lawson Petty – Camcor

### QUESTIONS AND ANSWERS FROM PRE-BID MEETING ON 2/21/2025. ANSWERS are in bold, red font:

1. What information do potential bidders need to know? **Lucy S Herring Elementary is undergoing several stages of construction renovations on its campus, including improvements to HVAC system, restrooms, windows, roof, as well as addition of solar panels and an updated entryway.**

**The Lucy S Herring Elementary Auditorium is a teacher space, and the teacher needs a variety of ways to connect multiple types of input devices. Some baffling may also be needed. The current sound system is outdated; possibly from the 1970s.**

2. Where is the projector located? **The projector is located behind the screen.**
3. What is the manufacturer and model of the projector? **The projector is an Epson EB-PU1007B.**
4. Will the HVAC renovations affect the Auditorium? **We expect minimal affect to the Auditorium by the HVAC renovations.**
5. Is there a catwalk above the Auditorium? **No, unfortunately there is not.**
6. Are the existing speakers not powerful enough? **That's correct. We will need different speaker options than are currently in the Auditorium.**
7. Are you open to reusing the existing rack? **Yes, we would be open to reusing the rack if all equipment was able to fit in the existing rack, although we believe it may be too small for that. In this case, it would need to be replaced.**
8. Do you want a table-top mixer or a wall-mount mixer? **We want a wall-mount mixer as long as it is not hindering the fire exit.**
9. Do you want the mixer in the rack? Or separate? **We would consider both options. If possible, bidders could include both options in it's bid.**

10. Have you considered moving the control? We would consider moving the control to a new location, yes, as long as it is not hindering the fire exit.
11. Where are devices currently connected? Devices are connected to the control box, which has a CAT6 cable going to the projector. It will need to have split audio from HDMI and USB-C input.
12. What else needs to be controlled from the control box? The new configuration must include turning the projector on and off.
13. Is there power to the stage monitors? Yes.
14. Do you want microphones to be Shure brand? Yes, microphones must be Shure brand.

## ADDENDUM #2

#148-IT-039

**PROJECT: Lucy Herring Elementary Sound System Improvements PROJECT**

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Bidder shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #2 to the RFP# 148-IT-039 contains the following additions, clarifications and/or changes:

- Adds questions and answers that were addressed from Bidder.

### **QUESTIONS AND ANSWERS FROM CAMCOR ON 3/10/2025. ANSWERS are in bold, red font:**

1. I believe you all mentioned another site visit for additional vendors to attend, has this already happened? **We did not have any additional site visit, no; sorry for the confusion. The only Site Visit for this solicitation took place on 2/21/2025.**
2. Also, is the due date for this project still Thursday, March 13th? **The due date for this project is still March 13th at 2:00pm, yes.**

### **QUESTIONS DEADLINE**

No further questions will be accepted.