

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR BIDS

#148-MAINT-043

PROJECT: Lucy S Herring Elementary Paving Project

USING AGENCY: Asheville City Schools

ISSUE DATE: 4/9/2025

Bids subject to the conditions made a part hereof will be received until **2:00 pm, April 24, 2025**, 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 firm will be selected to provide services.

1. Request for Bids is issued to prospective contractors.
2. The deadline for written questions is three (3) days prior to the due date.

| | |
|---|--|
| Bidding and document questions: Chris Pohlman, Purchasing Specialist Phone: 828-350-6101 Email: chris.pohlman@acsgmail.net | Specifications and technical questions: Tim Shelton, Maintenance Director Phone: 828-713-6430 Email: tim.shelton@acsgmail.net |
|---|--|
3. 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-MAINT-043 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-MAINT-043
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.
 - c. Bid must include Identification of HUB Certified/Minority Business Participation, as well as either Affidavit A or B, as applicable. Required forms and instructions are included as Attachment B to this solicitation.
4. Bids will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. 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 the State.
5. Bidders are cautioned that this is a request for bids. 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-MAINT-043

Lucy S Herring Elementary Paving Project

DUE DATE: April 24, 2025 at 2:00 pm

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for the Lucy S Herring Elementary Paving 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

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

END OF BID FORM

1. **PURPOSE**

The purpose of this solicitation is to request Bids for replacement paving of the entire parking lot at Lucy S Herring Elementary School, located at 98 Sulphur Springs Rd, Asheville, NC 28806, within Asheville City Schools ("ACS"), as per the specifications described herein.

2. **SCOPE OF WORK**

Bidder will mill existing asphalt from the entire parking lot up to a depth of 2 inches.

Add ABC stone as needed to acquire proper stone depth and fine grade lot for proper drainage, wet and condition stone base.

Pave lot with 2" of S9.5C hot mix asphalt, compacted.

Restripe to existing conditions.

Parking lot is an estimated total of approximately 5,450 square yards. Bidder is responsible for measuring actual square yardage. A Site Plan of Lucy S Herring Elementary is included as Attachment A to this solicitation.

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**

Site Visits may be scheduled by contacting Tim Shelton, ACS Maintenance Director, at (828) 713-6430. While not required, it is highly recommended that all contractors familiarize themselves with the project. Bidder is responsible for measuring actual square yardage.

5. **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.

6. **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.

7. **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.

8. HISTORICALLY UNDERUTILIZED BUSINESSES

Pursuant to General Statute 143-48 Executive Order #150, Asheville City Schools 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. The bidder shall identify on its bid proposal the minority business participation it will use on the project (Identification of Minority Business Participation) form and shall include either Affidavit A or Affidavit B as applicable. Required forms and instructions are included as Attachment B to this solicitation.

9. 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.

10. 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 ; and are not listed on the Final Divestment List and 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.

11. 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

12. 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.

13. 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.

14. 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

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. 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.

18. 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.

19. 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.

20. 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.

21. 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).

22. 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.

23. 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.

24. 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.

25. TRANSFERABILITY OF CONTRACT

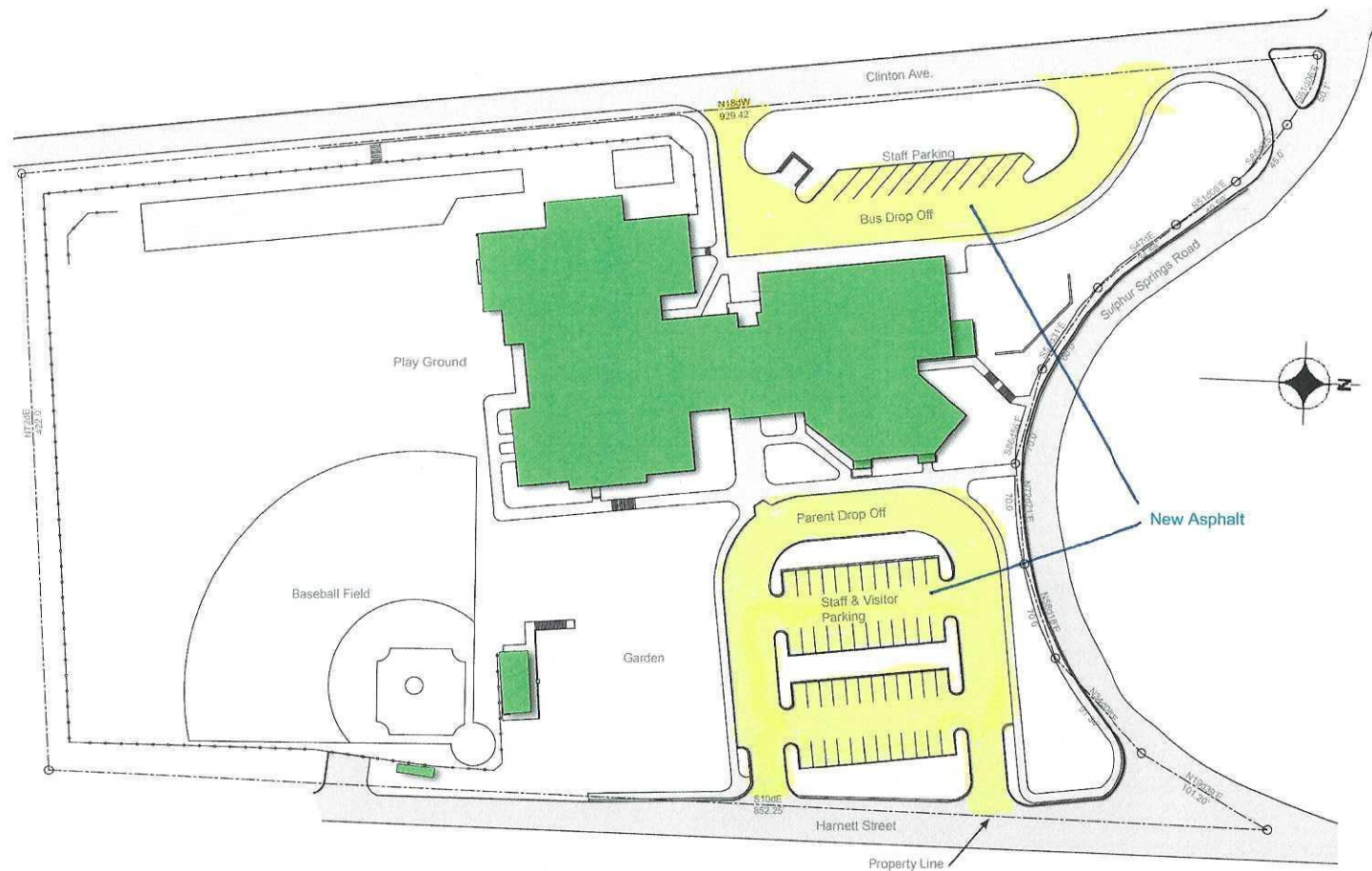
Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of ACS, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee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

Lucy S Herring Elementary School

Vance Elementary School

Site Plan

Property Accounting Survey - Site Data



Identification of HUB Certified/ Minority Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority
Category

**HUB
Certified
(Y/N)

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

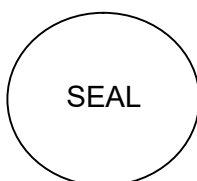
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

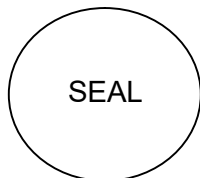
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____