

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR BIDS

#148-OPER-044

PROJECT: Comprehensive Facility Study PROJECT

USING AGENCY: Asheville City Schools

ISSUE DATE: 4/9/2025

Bids subject to the conditions made a part hereof will be received until **1:00 pm, April 25, 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.
Chris Pohlman, Purchasing Specialist
Phone: 828-350-6101
Email: chris.pohlman@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-OPER-044 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-OPER-044
c/o Chris Pohlman
85 Mountain Street
Asheville, NC 28801
 - b. Proposal Cover Forms must be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. Bids will be evaluated according to cost, experience and qualifications, approach and methodology, and references and past performance. 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 Asheville City Schools.
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.

PROPOSAL COVER FORM

#148-OPER-044

Comprehensive Facility Study PROJECT

DUE DATE: April 25, 2025 at 1:00 pm

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for the Comprehensive Facility Study 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 Proposal hereinafter set forth.

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

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

Email: _____

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

Interested firms must submit a proposal that includes:

1. Company Overview
 - Firm's background, experience, and relevant qualifications
 - Previous experience conducting similar facility studies for K-12 school districts
2. Proposed Approach & Methodology
 - How the firm will collect, analyze, and present data
 - Technology or software used in assessments
 - Timeline for completion of the study
3. Project Team
 - Key personnel assigned to the project and their expertise
 - Subcontractors (if applicable)
4. Budget & Pricing
 - Total proposed cost, including a detailed breakdown of fees
 - Any additional expenses or contingencies
5. References
 - At least three references from similar projects.

Attach additional sheets as needed.

END OF PROPOSAL COVER FORM

1. INTRODUCTION

Asheville City Schools (ACS) is seeking proposals from qualified firms to conduct a comprehensive facility study for all eleven (11) campuses within the district. This study will include a thorough analysis of facility conditions, operational costs, enrollment trends, and cost estimates for restoration and maintenance.

The study will inform ACS leadership and stakeholders in making data-driven decisions about facility utilization, future capital investments, and long-term planning.

2. SCOPE OF WORK

The selected firm will be responsible for evaluating the following ACS facilities:

- Elementary Schools (5)
- Middle School (1)
- High School Campus (1)
- Randolph Campus (ACS Student Services and Alternative Program for Secondary Students)
- 441 Haywood Road (Operations Department)
- 85 Mountain Street (Central Office Staff)

Key Components of the Facility Study

- a. Facility Condition Assessment
 - Structural integrity and safety compliance
 - HVAC, electrical, plumbing, and mechanical system functionality
 - Roof, windows, doors, and other exterior envelope components
 - Interior finishes, ADA accessibility, and fire safety compliance
 - Deferred maintenance and anticipated future capital needs
- b. Operational Cost Analysis
 - Utility costs (electricity, water, gas, etc.)
 - Maintenance and repairs (historical and projected costs)
 - Custodial and operational staff needs
 - Technology and infrastructure (including networking and security systems)
- c. Enrollment and Capacity Review
 - Analysis of previous capacity studies and current enrollment trends
 - Space utilization efficiency and potential for realignment or repurposing
 - Future enrollment projections and impact on facility needs
- d. Restoration and Modernization Cost Estimation
 - Detailed cost estimates for restoring aging facilities
 - Prioritization of critical repairs vs. long-term upgrades
 - Feasibility of facility consolidation, repurposing, or expansion
 - Recommendations for sustainability and energy efficiency improvements
- e. Operational Consolidation Assessment
 - Evaluate the current Central Office (CO) operations and provide a comprehensive recommendation for potential consolidation.

- Identifying and assessing viable locations for consolidation, including current school facilities and other district-owned properties
 - Provide a recommendation for the optimal site for consolidation based on efficiency, accessibility, and long-term sustainability
- f. Community Engagement and Feedback
- Development of a plan to engage stakeholders in providing feedback on the district's future facility options
 - Facilitation of community input sessions (e.g., town halls, focus groups, or virtual meetings)
 - Distribution and collection of feedback through online surveys or other digital tools
 - Presentation of three to four recommended options for the future of district facilities, including potential changes to school operations and central office administration
 - Synthesis of community feedback into final recommendations to ensure transparency and inclusivity in the planning process

3. **DELIVERABLES**

The selected firm will be required to provide a comprehensive set of deliverables that supports informed decision-making by Asheville City Schools leadership and stakeholders. The final output should be data-driven, actionable, and clearly communicate both current conditions and future possibilities.

a. Comprehensive Final Report

A district-wide summary report that includes:

- An executive summary highlighting key findings and recommendations
- Analysis of each campus with a facility condition scorecard
- System-wide trends, risks, and opportunities for improvement
- Detailed cost estimates for restoration, modernization, and ongoing operations
- A long-term financial outlook for facility operations and maintenance
- Integration of enrollment trends, capacity data, and operational costs
- Visual tools and charts that help convey findings clearly

b. Individual Facility Reports

Detailed evaluations for each of the eleven (11) facilities:

- Building conditions and deficiencies
- Site-specific operational costs
- Recommendations for repairs, upgrades, or potential repurposing

c. District Restructuring Recommendations

The report must include three to four comprehensive and strategic restructuring options for the district's facilities. Each option should:

- Align with the district's educational mission and operational goals
- Reflect the findings of the facility condition and capacity analysis
- Address both school buildings and the administrative office needs
- Include financial modeling that evaluates the long-term cost efficiency and sustainability of each option
- Identify potential cost savings or revenue-generating opportunities through consolidation, repurposing, or investment in capital improvements

d. Community Engagement Summary

Documentation of all community engagement activities

- Summary of stakeholder input collected through meetings, surveys, and other outreach
- Community themes, concerns, and feedback patterns
- Explanation of how stakeholder feedback was considered in final recommendations

e. Stakeholder Presentation

A professional presentation of all findings to Asheville City Schools leadership and stakeholders

- May include live presentation sessions, slide decks, and handouts
- Presentation should be accessible for both technical and non-technical audiences
- Firm must be prepared to support stakeholder meetings or board presentations as needed

f. GIS Mapping and Data Visualization

GIS Mapping and Data Visualization, if applicable, including:

- Clear mapping of district properties and facility conditions
- Heat maps or other visual aids to support data interpretation

4. **PROPOSAL REQUIREMENTS**

Interested firms must submit a proposal that includes:

1. Company Overview

- Firm's background, experience, and relevant qualifications
- Previous experience conducting similar facility studies for K-12 school districts

2. Proposed Approach & Methodology

- How the firm will collect, analyze, and present data
- Technology or software used in assessments
- Timeline for completion of the study

3. Project Team

- Key personnel assigned to the project and their expertise
- Subcontractors (if applicable)

4. Budget & Pricing

- Total proposed cost, including a detailed breakdown of fees
- Any additional expenses or contingencies

5. References

- At least three references from similar projects.

5. EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria:

Criteria	Weight
Cost Proposal	20%
Experience and qualifications	30%
Approach and methodology	30%
References and past performance	20%

6. 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.

7. HISTORICALLY UNDERUTILIZED BUSINESSES

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

8. 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.

9. 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.

10. 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

11. 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.

12. 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.

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

14. 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.

15. E-VERIFY

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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.

22. 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.

23. 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.

24. 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-OPER-044

PROJECT: Comprehensive Facility Study 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-OPER-044 contains the following additions, clarifications and/or changes:

- Addresses questions and answers from one or more bidders.
- Clarification/correction that this is an RFP rather than an RFB.

QUESTIONS from one or more bidders. ANSWERS are in bold, red font:

1. This request is written as a request for bids to include costs for professional services. We are preparing a response to this RFP, but I am not sure I understand that GS Article 3D. § 143 64.31 does not apply to this scope of services (requiring selection to be based on qualifications only). Can you clarify this for us? **This is not a request for those services at this time. This is merely a study in order to secure recommendations as specified in the scope of work which may at some point lead to an RFQ for architectural and/or engineering services if the recommendations of the study indicate this need and that action is deemed the appropriate course of action by our Board. Services actually are not required to be bid by NC state law, but ACS is interested in securing multiple options for the study in order to secure the best options for consideration.**
2. What is the estimated budget for this project? **No specific budget was shared as part of the RFP process in order to allow firms the opportunity to be transparent about the scope of services they can offer and their associated costs.**
3. The RFP mentions “detailed evaluations of eleven (11) facilities”, but the facility count in the Scope of Work is only 10. Can you clarify the other facility to be assessed? **The reference to 11 campuses was a mistake. There are 10 facilities included in the scope:**
 - **Elementary Schools (5)**
 - **Middle School (1)**
 - **High School Campus (1)**
 - **Randolph Campus (ACS Student Services and Alternative Program for Secondary Students)**
 - **441 Haywood Road (Operations Department)**
 - **85 Mountain Street (Central Office Staff)**
4. What is the desired schedule for completion of all the Individual Facility Reports? **It will ultimately depend on the scope of work and the availability of the selected firm. However, firms that are able to demonstrate both efficiency and the ability to meet an effective timeline will be given preference.**

CORRECTION:

The solicitation mistakenly lists that it is a Request for Bids. Please be advised that this is actually a Request for Proposals.