



DATE: June 26, 2017
FROM: REI Engineers
TO: Bidders of Record
REFERENCE: **Addendum No. 2**
Buncombe County Schools
Cane Creek Middle School Roof Replacement
REI Project No. 017CLT-110

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated June 2, 2017 and Addendum No. 1 dated June 15, 2017 as noted below.

This addendum consists of 1 page and the attached revised Notice to Bidders and Request for Proposal

CHANGES TO BIDDING REQUIREMENTS:

1. Notice to Bidders; replace with the attached, Revision No. 2 Notice to Bidders.
2. Request for Proposal; replace with the attached, revised Request for Proposal (pages 1-14).

CHANGES TO SPECIFICATIONS:

3. Section 07 22 16-Roof Insulation, Article 2.01, Paragraph A, subparagraph 1; change subparagraph a to read:
“a. Compressive Strength: Shall be 25 pounds per square inch.”
4. Section 07 22 16-Roof Insulation, Article 2.01, Paragraph A; change subparagraph 2 to read:
“2. Cover Board: Shall be lightweight, high-density polyisocyanurate roof board meeting ASTM C 1289, Type II, Class 4, Grade 1, 2 or 3; coated fiberglass facers; compressive strength shall be a minimum of 80 psi; thickness shall be as required by roof system manufacturer to meet specified wind uplift requirements and warranty requirements.”
5. Section 07 41 13-Metal Roof Panels, Article 2.01, Paragraph A, add the following subparagraph:
“6. DMI Span-Lock SL20”

ALL OTHER REQUIREMENTS AND PROVISIONS OF THE BIDDING DOCUMENTS REMAIN UNCHANGED. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

END OF ADDENDUM

NOTICE TO BIDDERS – REVISION NO. 2

Sealed proposals from bidders will be received by The Buncombe County Board of Education in the Executive Conference Room of the Office of The Buncombe County Board of Education, 175 Bingham Road, Asheville, North Carolina 28806 no later than 2:00 PM EST, July 12, 2017 for single prime contracts for the furnishing of labor, materials, and equipment entering into the construction of Cane Creek Middle School Roof Replacement.

A pre-bid meeting will be held at Cane Creek Middle School located at 570 Lower Brush Road, Fletcher, North Carolina 28732 at 10:00 AM on June 14, 2017. Attendance is recommended.

In accordance with NC General Statutes 143-128, this project will be bid using the single prime system. All proposals shall be lump sum.

The Buncombe County Board of Education has adopted guidelines for establishing a verifiable percentage goal for participation by minority businesses in projects awarded pursuant to NC General Statute 143-128 (Suppl. 2001) with respect to the erection, construction, alteration or repair of any buildings when the entire cost of such works shall exceed \$300,000. Among other things, these guidelines provide that notification will be given to certain minority businesses of the projects. The Board's contact person on MBE requirements is Mr. Ron Venturella who may be contacted at 828/255-5891 or by writing to him at 175 Bingham Road, Asheville, North Carolina 28806.

Bidders who wish to mail their proposals shall address them to Mr. Ron Venturella, Purchasing Officer, Buncombe County Schools, 175 Bingham Road, Asheville, North Carolina 28806. To prevent accidental opening, all mailed bids should be clearly marked on the mailer to indicate the project bid, "BID FOR: CANE CREEK MIDDLE SCHOOL ROOF REPLACEMENT. DO NOT OPEN UNTIL 2:00 PM EST, JULY 12, 2017."

Complete plans and specifications for this project can be obtained from Buncombe County Schools, 175 Bingham Road, Asheville, North Carolina 28806, by contacting Mr. Ron Venturella at (828) 255-5891 during normal office hours after June 7, 2017. Qualified Bidders may obtain a full set of digital plans and specifications files in PDF format at no charge upon written request.

All Bidders are hereby notified that they must have proper license under the laws of the State of North Carolina, and that the requirements of Chapter 87 of the General Statutes of North Carolina will be observed.

Bids shall include all taxes and, in particular, North Carolina and local sales and use taxes.

Payment will be made on the basis of ninety-five (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids and to waive informalities.

By: The Buncombe County Board of Education
Ann Franklin, Madam Chair

STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

PROJECT: CANE CREEK MIDDLE SCHOOL
ROOF REPLACEMENT (RFP# 41-17)

PROJECT DESIGNER: Mary Beth Kingston, AIA, Assistant Director of Facilities

USING AGENCY: Buncombe County Schools

ISSUE DATE: June 2, 2017
REVISION NO. 1: June 15, 2017
REVISION NO. 2: June 28, 2017

Sealed proposals from bidders subject to the conditions made a part hereof will be received until **2:00 PM on July 12, 2017** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

PREBID CONFERENCE: A pre-bid conference is scheduled for **10:00 AM on June 14, 2017** at the facility, 570 Lower Brush Road, Fletcher, NC 28732.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

Buncombe County Schools, Purchasing Division
175 Bingham Road
Asheville, NC 28806

NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct inquiries concerning this RFP to: Mary Beth Kingston, Asst. Director Phone: 828-255-5916
Ron Venturella, Purchasing Officer Phone: 828-255-5891

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 Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Bid bond and MBE forms should be included in a separate sealed envelope.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals 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 proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State/Buncombe County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

PROPOSAL FORM – REVISION NO. 2

**CANE CREEK MIDDLE SCHOOL
ROOF REPLACEMENT (RFP# 41-17)**

DUE DATE: JULY 12, 2017 by 2:00 PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

OFFEROR: _____

Base Bid:

\$ _____ dollars and _____/100 \$ _____

CONTINGENCY ALLOWANCE INCLUDED:

It is to be understood that the above base bid amount includes a project contingency allowance of \$25,000.00. This contingency allowance is to be governed as per the terms and conditions specified in Section 01 21 00 of the Project Manual.

The above base bid includes the Quantity Allowances below as per the terms and conditions specified in Section 01 21 00 of the Project Manual.

- QA1:** Replace 5,000 sq. ft. of Plywood Substrate below Asphalt Shingles. \$ _____
- QA2:** Replace 300 bd. ft. of Deteriorated Polyisocyanurate Insulation \$ _____
- QA3:** Replace 500 bd. ft. of Deteriorated Wood Blocking \$ _____

UNIT PRICES:

United prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents.

- UP-1:** Replace Plywood Substrate below Asphalt Shingles..... \$ _____ /SF
- UP-2:** Replace Deteriorated Polyisocyanurate Insulation \$ _____ /BF
- UP-3:** Replace Deteriorated Wood Blocking \$ _____ /BF

(Proposal Form Continued on Next Page)

PROPOSAL FORM – REVISION NO. 2 (CONTINUED)

**CANE CREEK MIDDLE SCHOOL
ROOF REPLACEMENT (RFP# 41-17)**

DUE DATE: JULY 12, 2017 by 2:00 PM

OFFEROR: _____

MANUFACTURERS:

Base bid shall utilize metal roof panel materials manufactured by _____ .
(One manufacturer only)

Base bid shall utilize TPO materials manufactured by _____ .
(One manufacturer only)

SCHEDULE OF COMPLETION:

Project approval will be requested during the August 3, 2017 Board of Education meeting. The undersigned hereby agrees commence work on this project no later than March 5, 2018 with all work being substantially complete within one hundred eighty (180) calendar days from date of commencement. Date of commencement will be established by written Notice to Proceed to the Contractor. Contractor is subject to liquidated damages in the amount of \$250.00 per calendar day for each day in excess of the substantial completion deadline. Final completion all work shall be obtained within fifteen (15) calendar days of the date of substantial completion. Contractor is subject to liquidated damages in the amount of \$250.00 per calendar day for each day in excess of the final completion.

SUBCONTRACTORS:

If subcontractors are to be utilized, the General Contractor shall fill out all blanks on the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, subcontractor or not applicable. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page.

Trade: _____	Company _____
Trade: _____	Company _____
Trade: _____	Company _____
Trade: _____	Company _____

We do not plan to use subcontract forces: _____
Contractor Signature (sign if applicable)

(Proposal Form Continued on Next Page)

PROPOSAL FORM – REVISION NO. 2 (CONTINUED)

**CANE CREEK MIDDLE SCHOOL
ROOF REPLACEMENT (RFP# 41-17)**

DUE DATE: JULY 12, 2017 by 2:00 PM

Attended Pre-Bid Mtg: YES/NO _____

Addendums received and used in computing bid: YES/NO _____ Number of Addendums received: _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FED ID No: _____ Type & License #: _____

E-MAIL: _____ MBE Status: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.): _____

BY: (Signature) _____ TITLE: _____

DATE: _____ (Typed or printed name) _____

End of Proposal Form

Bid bond and MBE forms are required. Bidder must use bond forms included in the bid package. Please include bid bond and MBE forms in separate sealed envelope from proposal form.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County 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.

The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.

15. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offeror's may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
16. **TABULATIONS:** Offeror's may call the purchasing division to obtain a verbal status of contract award.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
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. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency 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 the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.
In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

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.

7. **TERMINATION:** The Agency may terminate this agreement at any time by *15 days'* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.

13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall 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.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100,000.00 medical payment.

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.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.

20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, 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 the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CONTRACTOR'S SALES TAX REPORT
 NC State and Local Sales Taxes Paid

Buncombe County Schools

CONTRACTOR: _____ PO#/RFP# _____

Address: _____ For Period: _____

Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		TOTAL	\$	\$	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20____

Signed

Notary Public

My Commission Expires: _____

Print or Type Name of Above & Title

Seal

NOTE:
This certified statement may be subject to audit.

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the “sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14).”

Sales and Use Tax Technical Bulletin Section 18-2F specifies: “To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- 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.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

Please read entire specification package. You will be held accountable for all information. NO payment shall be made if specifications are not followed.

Scope: Work shall consist of furnishing all labor, materials, equipment and services, incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, shall be included automatically.

Project Description: The work consists of roof replacement at Cane Creek Middle School as specified.

Qualifications: *All Bidders must have proper licenses for contractors as required by North Carolina State Law. Metal roof panel installation shall not be subcontracted; installer of metal roof panels shall be the prime contractor. Contractor s must have General Construction license or Specialty Roofing and Specialty Steel Erection License in order to comply with State Law for proper licensure for the work specified.*

Contractor's Responsibility: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be made to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.

Safety Regulations: The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which is hereby incorporated in these specifications.

Codes: All work shall be done in accordance with the specifications and shall comply with North Carolina Building Code, Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes and regulations, the specifications shall hold. All equipment shall have U. L. labels attached.

Permits: The Contractor must secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the authorities having jurisdiction, with Contractor paying cost of same. Permitting is through the Permitting Division of Buncombe County and Western North Carolina (WNC) Regional Air Quality Agency. **All final certificates must be delivered to owner prior to request for final payment.**

Workers on Job: All employees of the Contractor shall, while on Buncombe County Board of Education property, act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Board property. Also, all employees of the Contractor must "sign in" in the main office upon entering the facility and must "sign out" upon leaving the property. Any employee of the Contractor may be told to leave the property by either the Principal or the Assistant Director, if they do not follow the above procedure. The employee shall be replaced with another at no additional cost to the Buncombe County Board of Education.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours.

It is the responsibility of the contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Iran Divestment Act: North Carolina Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.

Equipment and Tools: The Contractor shall use no equipment or tools that are owned by the Buncombe County Board of Education. Also, no employees of the Buncombe County Board of Education shall be utilized by the Contractor except for opening locked doors and giving directions.

Materials: No materials shall be stored on site and the Buncombe County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site.

Change in the Work: Changes in the work after execution of the purchase order shall be based upon written agreement by the Owner and the Contractor.

When unforeseen site conditions are identified that require time sensitive changes in the work, the Owner may authorize the Contractor to perform the work, who shall document the time and materials spent to perform the work. The contractor shall provide a lump sum itemized and supported by sufficient substantiating data to permit evaluation, including timesheets, digital photos, material lists and invoices as requested.

For all Change Orders, Overhead, Profit and General Conditions combined, in the total cost to the Owner, shall not exceed the following:

For additive change order work (lump sum):

1. For a Prime Contractor, for any Work performed by its own forces, twenty percent (20%) of the cost.
2. For a Prime Contractor, for Work performed by its subcontractor, ten percent (10%) of the amount due the subcontractor.
3. For each subcontractor included, for any Work performed by the subcontractor's own forces, fifteen percent (15%) of the cost.

Deductive change order work (lump sum)

The Prime Contractor shall include a deduction of at least ten percent (10%) profit. No deduction is required for overhead.

Additive or Deductive Change Order work (unit price)

Overhead, Profit and General Conditions are included in unit prices. Unit Prices are to be added to or deducted from the purchase order as a net amount.

Clean Up: The area of work shall be cleaned daily so that the Buncombe County Board of Education shall not incur any additional costs to make the area suitable for the work process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the Buncombe County Board of Education. All trash and removed materials shall be properly disposed of off the property.

Performance of Work: All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work, and may notify the Contractor of same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER.** Any damage to existing area or utilities will be the responsibility of the Contractor. **NO EXCEPTIONS.**

Responsible Bidders: *To be considered responsible the lowest bidder for this project must demonstrate or provide the following:*

- 1) Contractor's employee who will be on site at all times during construction is certified by the roof manufacturer as required for the specified 20 year warranty.*
- 2) Contractor to verify experience with replacing shingles with standing seam metal roof panels on occupied K-12 school facility on three projects that most closely reflect the size and complexity of the type of work being requested for the currently proposed project. The similar projects should have been completed within the last five (5) years, at least one of which within the last three (3) years.*
- 3) Contractor to be located within 250 miles of the construction site to be able to fulfill the warranty if needed.*

Bonds: A bid bond is required from each bidder. The winning bidder will be required to provide a performance and payment bond before the contract is awarded. Bond forms are included with the RFP.

Bidding Instructions: Proposal form must be completed and signed. Bid bond and MBE forms are required. Bidder must use bond forms included in the bid package. Please include bid bond and MBE forms in separate sealed envelope from proposal form.

The Buncombe County Board of Education reserves the right to reject any or all bids for any or no reason, and to waive informalities.

END OF SECTION 00 20 01