

STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

RFP# 20-16

PROJECT: Bleacher Motorization and Gym Floor Replacement
Cane Creek Middle School

PROJECT DESIGNER: Belvin Hall, Assistant Director of Maintenance

USING AGENCY: Buncombe County Schools

ISSUE DATE: May 10, 2016

Proposals subject to the conditions made a part hereof will be received until **4:00 p.m., Wednesday, June 1, 2016** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

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

IMPORTANT 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:

Bidding and document questions:	Ron Venturella, Purchasing Officer	Phone: 828-255-5891
Specification/technical questions:	Belvin Hall, Assistant Director	Phone: 828-232-4244

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.
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. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.
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.

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:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. 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:
 - a. 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.
 - b. 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).
 - c. 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
Buncombe County Schools

NC State and Local Sales Taxes Paid

CONTRACTOR: _____ PO#/RFP# _____

Address: _____ For Period: _____

<i>Invoice Date</i>	Invoice #	Type of Property	NC Tax 4.5%	County Tax 2.5%	Name of County
		TOTAL	\$	\$	

I, _____, certify that the foregoing statement of applicable sales taxes paid in connection with the referenced contract is true to the best of my knowledge and belief.

Signature: _____ **Title:** _____

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: The contractor shall be responsible for the construction site during the performance of the work and 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 for injury to persons or property on or about the location of the work. Successful General Contractor to perform replacement of existing gymnasium flooring with new hardwood and motorization of the existing bleachers at Cane Creek Middle School.

Permits, Fees, & Licenses: The contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the work which are applicable at the time the bids are received.

Codes: All work shall be done in accordance with specifications and shall comply with North Carolina Building Code, Underwriters' Rules and Regulations, NFPA 102 and Federal, State and Local Regulations covering work of this nature. Whenever specifications are in excess of such laws, codes and regulations, the specifications shall hold.

Inspection: the Assistant Director will accomplish Owner's inspection of the job.

Scheduling: The Contractor must submit a precise time schedule as to when specific work will occur in specific areas within the building. This will be used to coordinate the work with the principal and occupants of the building. The Principal or Maintenance Director may alter the schedule at anytime to maintain the educational process with the facility. Work must be scheduled during normal working hours and the Buncombe County Board of Education shall not incur any additional cost due to scheduling. The BOE Maintenance Department shall be notified in writing or by email of the intended schedule and times of inspection.

Workers on Job: All employees of the Contractor shall, while on Buncombe County Board of Education property, shall 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 Maintenance Director if they do not follow the above procedure. The employee shall be replaced with another with 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.

Hold Harmless: The contractor covenants and agrees that it will protect, indemnify, and save harmless the owner from any and all liability, claims, demands, damages, losses, suits, actions, judgements, and costs, including attorneys fees, for personal injury, including death, or property damage, or both sustained or claimed to have been sustained by any person, firm or corporation in the performance of the contractors work or obligation pursuant to or in connection with this contract.

Equipment and Tools: the Contractor shall use no equipment or tools, which 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. Questions, which are technical in nature, shall be directed to the Maintenance Director.

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.

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 educational 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 of the property.

Completion of Project: This project shall be completed prior to August 26th, 2106.

Pre-Bid Conference: Pre-Bid Conference is set for May 17, 2016 at the school site, 1:00 pm
Cane Creek Middle School
570 Lower Brush Creek Road
Fletcher, NC 28732
(828) 628-0824

Bid Schedule: Bids are to be received no later than 4:00 June 1, 2016.

Send Bids To:
Buncombe County Schools
175 Bingham Rd.
Asheville, NC 28806
Attention Purchasing

Bid may be faxed to (828) 251-1730. It is the responsibility of the bidder to confirm receipt by calling 828-255-5891.

Payment: Partial payment is allowed once the first phase of the project is complete, ie. Flooring or bleacher motorization. Payment cannot be over 50% OF TOTAL CONTACT PRICE.

The Assistant Director shall require a letter from the Contractor that states that all work is completed and payment is desired. After this is received, the Assistant Director shall verify completeness and process payment.

Bonds: A bid bond is not required. If the winning bid is \$150,000 or greater, the bidder will be required to provide a performance and payment bond before the contract is awarded. Bond forms are included with the RFP.

Specifications:

SECTION # 1 Bleacher Motorization

1. General qualifications.
2. Bleacher Specifications, Motorization Specifications

All submittals and requested documents must be attached for the bid to be considered.

All work must be warranted for one (1) year, with motorization systems and components, "P" Rails, Safety End Rails and drive wheels warranted for ten(10) years.

SECTION # 1 – GENERAL QUALIFICATIONS

Project Bidder shall provide and meet the following: **Prospective bidder must be a licensed NC General Contractor**

- A.) Qualifications: Bidder must furnish at least ten (3) references of work performed on Interkal bleachers, listing models of bleachers serviced. If bidder has worked for another school district before, list jobs and scope of work completed and district contact information.
- B.) Bidder's on-site supervisor/managers must be company employees. If sub-contractors are used, bidder must furnish resume and qualifications of subcontractor personnel [see item A.) above].
- C.) Bidder must possess at least fifteen (15) years experience in bleacher repair/refurbishment and installation. Contractor shall submit at least two documents listing him as an authorized installer of new Interkal telescopic bleachers. Bidder must provide, as part of bid package, a list of key personnel and briefly describe their experience in refurbishing bleachers. Must state number of years of FULL-TIME experience in repairing bleachers.
- D.) Upon completion of each job, the successful bidder will present a detailed report/check list of the work performed, a "sign-off" form, signed by a designated school official, along with invoice.
- E.) Bidder must personally visit site listed for the purpose of preparing bid; Please see Pre-Bid Section.
- F.) Bidder to furnish proof of insurance reflecting minimum limits of liability. Please see Insurance Guidelines in the bid document.

After bid is awarded, successful bidder must furnish a certificate of insurance in like amounts.
- G.) Bidder must have a NC Contractor's license.
- H.) Bidder must show proof of bonding capability.
- I.) Bidder must, as part of bid package, provide a bill of material of major replacement parts and must certify that all replacement parts meet or exceed original factory specifications.

SECTION #2 - SPECIFICATIONS FOR ELECTRIC BLEACHER POWER FRICTION DRIVE:

For this RFP, the bid is for: (6) Interkal drive units - 1/2 HP 208V 3 phase, wide track friction power system To include all necessary wiring, mounting brackets, hardware, coupling shafts, weights and support combos with truncation control limit switches. Electrical permitting is required.

- A. Motorization of telescopic seating shall be electrically operated and controlled, Electrical, gear-driven motors shall power friction drive assemblies covered with 3/4" thick, non-marring wheels.
- B. The drive system shall be located under first and second rows of the telescopic bleachers.
- C. The system shall be reversible from any position and will lock the bleachers in any desired position. Safety switches shall be provided and installed 5' above finished floor.
- D. Bleacher motorization at each site must operate on, 1/2 HP 208V 3 phase single phase circuits (each motor will draw 2.0-2.2 amps under load). Power supply wiring to the wall shall be the responsibility of the facility owner. All connections shall be the responsibility of the Contractor. Power outlets shall be provided as defined by the motorization installer. (Plug and receptacle specifications must be provided as part of the bid package submittal.) System shall have the stamp of a certified electrical engineer and must be part of bid package submittal.
- E. All electrical control wiring, control centers, and motor units shall be furnished and installed by the contractor as part of the motorization package. Wiring shall be designed and produced so all connections on site are plugged together. The system shall be a modular package built specifically for the project and shall be factory assembled and tested before shipment. The bleacher shall operate as follows:
 - 1. Bleacher operating control shall be through a removable walking-a-long pendant switch which plugs into a two position receptacle plug; one for extend and one for fold. There shall be no power beyond the control panels on the back walls behind the bleachers unless the pendant switch is plugged into the two-position receptacle. Two (2) new removable pendant switch controls will be provided to the Facility as part of this RFP.
 - 2. Control wiring shall connect through a master control panel unit with terminal blocks housed within the panel for connection of "SO" cords which run to the motor units and control receptacles. System panels wiring and power wiring will be factory wired and tested. All control wiring and power wiring will be supplied with plugs on "SO" cord so that wiring of the system at the location will solely consist of connecting the system components and plug together.
 - 3. Design of electrical controls and wiring shall meet the National Electrical Code, and all drive control components shall be UL recognized.
 - 4. The installing contractor shall provide operating procedures, and operation shall be demonstrated to designated official at the Facility upon completion of the project.
 - 5. All field wiring of motorization system shall be plugged together at the site.

Owner's Preferred Bleacher Contractor/Installer

Seating Safety Solutions
PO Box 1760
Liberty, NC 27298
Contact: Stephen Bishop (336)622-1678
sbishop@seatingsafetysolutions.com

Charron Sports
8533 Liberty Highway
Liberty, SC 29657
Contact: Maury Purcell (864)261-6750
maury@charronbleachers.com

Contractor Bid: Alternate (1): Painting of Gymnasium Ceiling

The BOE requests an alternate price to be included in a separate line item the painting of the gymnasium ceiling. Painting should occur prior to flooring being installed. Entire ceiling area down to the lower bar joists would receive two coats of Sherwin Williams "Dryfall" spray applied paint. Bar joists shall be painted as well. Color TBD either black or white. Contractor shall, at all costs cover the existing bleachers, score clocks and ball goals with poly prior to painting. Cost should reflect ALL labor and materials to complete a through paint application.

Section # 2 – Flooring Replacement

1. Existing poured rubber floor will receive self-leveling compound on all serrations and existing torn areas. Poured floor will remain as a base.
2. Flooring replacement is wall to wall including under the existing bleachers (one-side bleacher design). Contractor is to remove bleachers and re-install once flooring is complete under the bleacher section.
3. Contractor is to provide proper 6 mil poly vapor barrier.
4. Design is to provide an athletic flooring system with 2 ¼" x 25/32" nominal finish 2nd and better Maple flooring.
5. System will be "Scissor Loc" subflooring with 1 x 6 roofers (14' and 16'). First layer of 1 x 6 on 22 ½ degree angle and spaced 6" apart. Second layer of 1 x 6 on 22 ½ degree angle opposite direction and 2" apart with 2" spacing on all four sides. The scissor loc will be stapled together with 1" staples.
6. Vented 4" HD cove base to be supplied and installed for floor movement.
7. Interior and exterior ADA accessible door thresholds to be supplied and installed. Based on finish height of wood floor, angle thresholds may have to be specially constructed.
8. Floor expansion joints to be every 14 boards.
9. Floor to be built-up with necessary thickness plywood to level floor with existing concrete bleacher pad before scissor loc installation begins.
10. A design allowance will be allowed for layout and design of specified school logo at center court as well as game lines.
11. Contractor to provide (4) "Four-Square" game lines at designated areas TBD.
12. Existing athletic pole bases to be removed prior to beginning floor installation and new pole bases to be installed and epoxied in place per manufactures guidelines.
13. Contractor shall be responsible for protecting all materials, especially wood products from moisture and damage while on the job-site.
14. Attached is the design of the school logo for your review.

Owners Preferred Flooring Contractor/Installer

Carolina Hardwood and Construction
8011 Carolina Boulevard
Clyde, NC 28721
Contact. Greg Parrot (828)734-6501
whardwoodinc@aol.com

Questions concerning the specifications please contact: Mr. Belvin Hall at (828) 232-4244 or 775-4244.

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

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

PROPOSAL FORM
BLEACHER MOTORIZATION & GYM FLOOR REPLACEMENT
CANE CREEK MIDDLE SCHOOL
RFP# 20-16

DUE DATE: JUNE 1, 2016 by 4:00 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 (*if applicable*) 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:

Bidder Submittals:

General Contractor:

1. Legal name and General Contractor License #: _____
2. Years in Business: _____
3. List (2) References

Please Attach Verification of Bonding Capability

Bleacher Installer/Contractor: _____

Interkal Bleacher Certification : (Attach if necessary)

Bleacher Repair Certifications: Any Bleacher Manufactures Certifications (Attach)

Please attach list of similar completed projects with contact names and number

Flooring Contractor/Installer: _____

List of Completed Projects of Similar Scope:

1. _____

2. _____

3. _____

Attended Pre-Bid Mtg: YES/NO _____

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

Bidder Proposal

Total Gym Floor Installation including all pertinent logos and striping: \$ _____

Total Bleacher Motorization and Removal: \$ _____

Total Project Cost: \$ _____

Cost of Alternate (1) Painting of Gym Ceiling: \$ _____

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

If the winning bid is \$150,000 or greater, the bidder will be required to provide a performance and payment bond before the contract is awarded. Bond forms are included with the RFP. A bid bond is not required for this proposal.

PERFORMANCE BOND

Date of Execution
of this Bond:

Name and Address of
Principal (Contractor):

Name and Address
of Surety:

Name and Address of
Contracting Body:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a
body corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond:

Contract:

That certain contract by and between the Principal and the
Contracting Body above named, dated _____
for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, as identified and shown above and hereto attached.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

PFB 1

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (Name of individual, individual and
trade name, partnership, corporation or joint
venture)

WITNESS:

(Proprietorship of Partnership)

BY: _____(SEAL)

TITLE: _____
(Owner, partner, office held in corporation,
joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary of Assistant Secretary only)

WITNESS:

Surety (Name of Surety Company)

BY: _____

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

(Address of Attorney-in-Fact)

N.C. Licensed Resident Agent

PAYMENT BOND:

Date of Execution
of this Bond:

Name and Address of
Principal (Contractor):

Name and Address
of Surety:

Name and Address of
Contracting Body:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a
body corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond:

Contract:

That certain contract by and between the Principal and the
Contracting Body above named, dated _____
for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, as identified and shown above and hereto attached.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract that may hereafter be made, notice of which modifications and extensions of time to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

PYB 1

Section 000103

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (Name of individual, individual
and trade name, partnership, corporation or
joint venture)

WITNESS:

(Proprietorship of Partnership) BY: _____ (SEAL)
TITLE: _____
(Owner, partner, office held in corporation,
joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary of Assistant Secretary only)

WITNESS:

Surety (Name of Surety Company)

BY: _____

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

(Address of Attorney-in-Fact)

N.C. Licensed Resident Agent

PYB 2