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| <p align="center">STATE OF NORTH CAROLINA HAYWOOD COUNTY SCHOOLS 401 Farmview Drive Waynesville, NC 28786</p> | <p align="center">REQUEST FOR PROPOSAL - RFP 29-20</p> <hr/> <p align="center">Proposal Issue Date: October 22, 2020</p> |
| <p>LOCATION: Various Schools</p> | <p>PROJECT: Bleacher Inspections</p> |
| <p>Refer ALL Inquiries to: Josh Mease Phone: (828) 456-2402 Cell: (828) 734-5570 E-Mail: jmease@haywood.k12.nc.us</p> | <p>Project Designer: Brandon McGaha Phone: (828) 456-2402 Cell: (828) 593-9257 E-Mail: bmcgaha@haywood.k12.nc.us</p> |

NOTICE TO OFFERER

Sealed proposals subject to the conditions made a part hereof will be received in this office until **1:00 pm EST on Tuesday, November 3, 2020** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

PRE-BID MEETING

No pre-bid meeting is scheduled. Contractors may visit the site during regular business hours by scheduling an appointment with Brandon McGaha, Compliance Leader at (828) 593-9257 or Josh Mease, Maintenance Director at (828) 734-5570.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOW BELOW:

Haywood County Schools Maintenance Department
401 Farmview Drive
Waynesville, NC 28786

If submitting an email proposal please send it to kristie@haywood.k12.nc.us to the attention of Kristie Payne, Maintenance Administrative Assistant. It is the responsibility of the offeror/vendor to have the quote in this office by the specified deadline for the proposal opening. Telephone confirmation should be initiated to Kristie Payne, Maintenance Administrative Assistant at (828) 456-2402.

Direct inquiries concerning this RFP to: Brandon McGaha, Compliance Leader at (828) 593-9257
Josh Mease, Maintenance Director - (828) 734-5570.

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. 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.
3. All proposals must be received by the issuing agency no later than the date and time specified on the cover sheet of this RFP.
4. 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. Proposals are confidential until such time that award has been made. Thereafter, the Maintenance Department will furnish a bid tab upon request.
5. Proposals will be evaluated according to completeness, content, and 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 Haywood County Board of Education.
6. Offerors are cautioned that this is a request for offers, not a request to contract, and the Haywood County Board of Education reserves the unqualified right to reject any and all offers when such rejection is deemed to be in its best interest.

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

PROPOSAL FORM

VARIOUS SCHOOLS - BLEACHER INSPECTIONS RFP# 29-20

DUE DATE: Tuesday, November 3, 2020 at 1:00 pm EST

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

1. This proposal is signed by an authorized representative of the firm.
2. It can obtain and submit to the Owner insurance certificates as required within five (5) calendar days after notice of award.
3. 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.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The offeror has attended the conference (if applicable) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
6. The potential contractor has read and understands the conditions set forth in the 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 60 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: Bleacher/Athletic Equipment Safety Inspections and Detailed Report as listed in job specification requirements. Needs to include price options for three (3) consecutive years.

YEAR 2020 PRICE

\$ _____ dollars and _____/100 \$ _____
(Full dollar amount in words) (Full dollar amount / numerically)

YEAR 2021 PRICE

\$ _____ dollars and _____/100 \$ _____
(Full dollar amount in words) (Full dollar amount / numerically)

YEAR 2022 PRICE

\$ _____ dollars and _____/100 \$ _____
(Full dollar amount in words) (Full dollar amount / numerically)

YEAR 2020 PRICE

\$ _____ dollars and _____/100 \$ _____
(Full dollar amount in words) (Full dollar amount / numerically)

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|---|--------------------|--|-------------|
| OFFEROR/VENDOR: | | FEDERAL ID OR SOCIAL SECURITY NO. | |
| STREET ADDRESS: | | PO BOX: | ZIP: |
| CITY & STATE & ZIP: | | MBE STATUS: | |
| TELEPHONE NUMBER: | FAX NUMBER: | EMAIL: | |
| TYPED OR PRINTED NAME & TITLE OF PERSON SIGNING: | | TYPE & LICENSE #: | |
| AUTHORIZED SIGNATURE: | | DATE: | |

END OF PROPOSAL FORM

VARIOUS SCHOOLS - BLEACHER INSPECTIONS
RFP# 29-20

TERM: This contract is for a period of up to three (3) years ending December 31, 2023. With an option for a mutually agreed annual price adjustment.

PROJECT DESCRIPTION: Furnish all labor, materials, equipment and services, incidental and implied, for bleacher inspections with detailed report at various schools.

JOB SPECIFICATIONS:

INSPECTION PROCEDURE

1. Telescopic bleachers must be opened for the safety inspector.
 - a) For their safety inspectors are not permitted to open manually operated bleachers.
2. Inspection Procedures Performed
 - a) Detailed photos of the bleacher system, surface structure, understructure and layout.
 - b) Measurements of the equipment.
 - c) Notation of safety concerns, operation of bleacher/athletic equipment, connections and welds.
 - d) Analysis of upgrades to improve operation, use and overall safety of the equipment.
3. 1-2 (+) hours is allowed depending on the type and size of equipment.
4. Notify Compliance Leader of the Bleacher/Athletic Equipment Safety Inspections and what is required.
5. No one may be on or under the equipment being inspected.
6. Students may not be present during inspections or service of overhead equipment, when a lift is in use.
7. Inspectors are not authorized to make on site evaluations of athletic equipment conditions and/or remedies.
8. Additional inspections not included in this quote may only be performed with permission of the Owner for an additional charge.

LOCATIONS

Bethel Elementary - Main Gym
Bethel Elementary- Portables
Bethel Elementary - Softball
Bethel Middle - Main Gym
Bethel Middle - Football Home
Bethel Middle - Football Visitor
Canton Middle - Main Gym
Canton Middle - Baseball
Central Haywood High - Football Home
Central Haywood High - Football Visitor
North Canton Elementary - T-ball/Baseball
Pisgah High - Main Gym
Pisgah High - Balcony
Pisgah High - Football Home
Pisgah High - Football Visitor
Pisgah High - Baseball
Pisgah High - Softball
Pisgah High - Track
Tuscola High - Main Gym
Tuscola High - Balcony
Tuscola High - Baseball
Tuscola High - Softball
Waynesville Middle - Main Gym
Waynesville Middle - Football Home
Waynesville Middle - Football Visitor
Waynesville Middle - Baseball
Waynesville Middle - Softball

SCOPE: Work shall consist of furnishing all labor, materials, equipment and services, incidental and implied, for this job. All items not specifically mentioned in the specifications, but which are obviously required to make the renovations complete, shall be included automatically.

QUESTIONS: Questions that are technical in nature shall be directed to Josh Mease, Maintenance Director at (828) 734-5570.

QUALIFICATIONS: All bidders are required to have at least three (3) years of experience and supply three (3) references in this area if asked for them.

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 shall be made to proper barricading of the work area.

SAFETY REGULATIONS: The Contractor shall adhere to the rules, regulations and interpretations of all state, federal and local laws, which pertain to works and site safety. This is to include OSHA 1910, General Construction, or those regulations mandated by 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 shall hold the appropriate license for work to be performed and shall secure all permits required for the job completion, obtain and deliver to the Owner, all certification of inspection issued by the authorities having jurisdiction and roofing material manufacturer. Contractor is responsible for paying all costs associated with Haywood County building permits. **All final certificates must be delivered to the owner prior to request for final payment.**

SCHOOL SECURITY & ACCESS: Security, safety and protection of the instructional environment are priority concerns of Haywood County Schools. The Contractor shall confine activities to the work area and shall not engage or interact with students, teachers or staff that are not designated as contact personnel. The Contractor shall screen all employees on-site; and, at the request of the Owner, provide documentation that employees and subcontractors meet standards. The Owner, school staff and Contractor shall designate contact personnel and provide contact information to assist in the resolution of any logistical or safety issues beforehand, or that may arise during construction.

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 occupants of the building. The Maintenance Director, may alter the schedule at any time to maintain the work process within the facility. Work must be scheduled during hours that are acceptable to the Haywood County Board of Education and shall not incur any additional cost due to scheduling.

WORKERS ON THE JOB: All employees of the Contractor shall, while on Haywood County Board of Education property, must act in a professional and courteous manner. All workers shall be expected to wear 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 the Maintenance Director if they do not follow these procedures. The employee shall be replaced with another at no additional cost to the Haywood County Board of Education. **NOTE: There needs to be one person on each site that speaks fluent English.**

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 subcontractors are in accordance with G.S. 14-208.18.

PRICE ADJUSTMENTS: (TERM CONTRACTS ONLY): Any price changes, downwards or upwards, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to the other customers.

- a) **Notification:** Must be given to Haywood County Schools, in writing, concerning any proposed price adjustments. Such notifications shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b) **Decreases:** Haywood County Schools shall receive full proportionate benefit immediately at any time during the contract.
- c) **Increases: Consumer Price Index (CPI):** Contract prices for equipment and/or service will remain firm through June 30, 2021. Contractors must request price adjustments, in writing 30 days prior to the renewal date. If a Contractor fails to request CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after Haywood County Schools receives their written request. Price adjustments will be made in accordance with the percentage change in the U.S Department of Labor Consumer Price Index (CPI-U) for all urban consumers, all items, southern region. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base yearly average (January through December beginning the year 2020); and each (January through December) thereafter. The percentage difference between those two (2) CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All bidders will be capped with a 3% maximum price increase.
- d) **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variances with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoices as a separate item.

EQUIPMENT AND TOOLS: The Contractor shall use no equipment or tools that are owned by the Haywood County Board of Education. Also, the contractor except for opening locked gates, doors, etc., and giving directions shall utilize no employees of Haywood County Schools. Questions of a technical nature shall be directed to the Maintenance Director.

MATERIALS: No materials shall be stored on site and the Haywood County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site. Any materials needed to complete the job shall be included in the bid.

CLEAN UP: The area of work shall be cleaned daily so that the Haywood 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 Haywood County Board of Education. All trash and debris 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 areas or utilities will be the responsibility of the Contractor. **NO EXCEPTIONS.**

WARRANTY: All labor, materials, equipment and services shall be warranted for one year from acceptance of job.

Contractor must adhere to the guidelines within these specifications; failure to do so will result in default of payment by the Haywood County Board of Education and/or cancellation of this contract.

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

END OF RFP