



# REQUEST FOR PROPOSALS

## COLUMBUS COUNTY SCHOOLS GYMNASIUM HVAC PROJECT AT SOUTH COLUMBUS HIGH SCHOOL

Issue Date: May 5th 2025

Columbus County Schools is soliciting Requests for Proposals (RFP) from qualified North Carolina HVAC Contractors interested in providing HVAC installation services for the Gymnasium at South Columbus High School. Funding for this project may be provided in whole or part by Columbus County Schools capital fund, Columbus County Commissioners, grants, PSBRRF or donations. Expenditure of funds associated with this project are subject to the Columbus County Schools Procurement Policy section 8210 and Facility Construction section 9030 of the policy manual. This RFP and associated plans provide complete information on the services being requested, the submittal requirements, and the project timeline. It is the intent of Columbus County Schools to perform this procurement in a manner that results in selection of a contractor or firm that demonstrates experience with performing the scope of work identified, is qualified and licensed to provide the requested services, and is the lowest most responsible bidder.

See Section 3.05 Anticipated Schedule for the full RFP milestones and deadlines schedule anticipated for the procurement and selection process.

RFP responses/ bids shall be received by Columbus County Schools either by express mail, US Mail, or electronically at: [tward@columbus.k12.nc.us](mailto:tward@columbus.k12.nc.us) no later than May 12, 2025 at 1pm. Any late responses received after this time and date shall not be opened or considered for further evaluation by the Columbus County Schools.

ALL DRAWINGS AND EQUIPMENT SUBMITTALS MAY BE FOUND HERE:

<https://tinyurl.com/25schshvacrfp>

Columbus County Schools reserves the right to reject any and all proposals. This RFP does not obligate Columbus County Schools to pay any cost incurred by respondents in the preparation and submission of a response nor does it obligate Columbus County Schools to accept or contract for any expressed or implied services.

This RFP is issued on behalf of the Columbus County Schools 89 School Rd. Hallsboro N.C. 28442. Any RFP responses delivered by US mail or express mail should be sent to this address by the published deadline above.

# TABLE OF CONTENTS

<b><u>SECTION ONE-DEFINITIONS</u></b> .....	page 3
1.01 Definitions of Terms in RFP	
<b><u>SECTION TWO - BACKGROUND INFORMATION</u></b> .....	page 4
2.01 Project Background, Goals and Objectives	
<b><u>SECTION THREE - SCOPE OF WORK</u></b> .....	page 6
3.01 Purpose of the RFP/Contractor Responsibilities	
3.02 Location of the Project	
3.03 Scope of Work	
3.04 Project Budget	
3.05 Anticipated Schedule	
<b><u>SECTION FOUR - EVALUATION AND SELECTION</u></b>	
<b><u>CRITERIA</u></b> .....	page 10
4.01 Contractor Experience Requirements and Capabilities	
4.02 Contractor Minimum Qualifications	
4.03 Statement of Qualifications Evaluation Criteria and Scoring	
4.04 Clarifying Qualification During Evaluation	
4.05 Contractor/Team- Selection	
4.06 E-Verify Compliance	
4.07 Exceptions	
<b><u>SECTION FIVE - QUALIFICATIONS SUBMITTAL REQUIREMENTS AND FORMAT</u></b>	
.....	page 13
5.01 Physical Submittal: Department Contact, Deadline for Receipt of Proposals, Format	
5.02 Statement of Qualifications Provisions	
5.03 Minimum Number of Responses	
<b><u>SECTION SIX-CHECKLIST FOR QUALIFICATIONS</u></b>	
<b><u>SUBMISSION</u></b> .....	page 14
6.01 Required Request for Proposal Items	
<b><u>SECTION SEVEN - CONTRACTOR DECLARATION</u></b>	
<b><u>STATEMENT</u></b> .....	page 18
<b><u>SECTION EIGHT -APPENDIX</u></b> .....	page 20
Appendix A — Insurance Requirements	
Appendix B — Bid Schedule	
Appendix C— Bid Bond and Performance/Payment Bond Requirements	

\*\*End of Table of Contents\*\*

## SECTION ONE

### DEFINITIONS

#### **1.01 Definitions of Terms in RFP**

Unless the context suggests otherwise, the terms "Firm/Team", "Contractor", "Proposer", "Bidder", "Builder", "Respondent", or "Vendor" as used in this RFP (whether capitalized or not) shall refer to the same legal entity that submits a bid in response to this RFP and is responsible for responding to this RFP.

Whenever the term "CCS" is used, it means the Columbus County Schools.

Similarly, unless the context suggests otherwise, the terms "Bid", "Proposal", "Response", or "Bid/Submittal" shall refer to the formal response given to this RFP by the submitting entity incorporating all required elements of this RFP necessary for CCS to determine whether the submitting entity is a responsible, responsive General Contractor.

Whenever the term "RFP," is used, the reference is to this Request for Proposals or portions thereof, together with any exhibits, attachments, or addenda it may contain.

**1.01.1.** Whenever the terms "shall," "will," "must," or "is required" are used in the RFP, the referenced task is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

**1.01.2** Whenever the terms "can," "may," or "should" are used in the RFP, the referenced specification is discretionary. Therefore, though the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the quality of the submittal.

**1.01.3** Whenever the terms "apparent successful low bidder" or "top-ranked" or "highest ranking" bidder, or firm/company, or offeror are used in this document, the reference is to the firm that the Selection Committee ultimately determines to have submitted the greatest display of qualifications and that provides the lowest responsible responsive bid and best satisfies the needs of CCS in accordance with the RFP. The selection of an apparent successful Contractor does not necessarily mean the Selection Committee accepts all aspects of the firm's submittal or proposal.

**1.01.4** Whenever the term "submittal" is used in the RFP, the reference is to the response offered by a firm, person or corporation in accordance with the RFP. The submittal responds only to the RFP.

**1.01.5** Whenever the term "Selection Committee" or "Review Committee" is used in the RFP, the reference is to CCS representatives responsible for administering and conducting the evaluation and selection process of the RFP.

**1.01.6** "Design-Build" refers to the construction project delivery method in which, among other things, CCS holds a single contract with a business entity that has responsibility to perform any design or engineering to facilitate construction or renovation of a defined project, and that holds the trade contracts.

**1.01.7** "Lead Design-Builder" refers to the design-build team member that will contract with CCS for all work and holds all responsibility of project success, performance, and completion (NA)

**1.01.8** "Design Professional" (an inclusive term for all licensed building professionals), "Architect of Record," and/or "Engineer of Record" all refer to the project's architect(s) and/or engineer(s), whose responsibilities generally include programming, design, code compliance, and detailing of the facility.

Under the Design-Build delivery methodology, the Design Professional is an integral part of the Design-Builder entity under a single contract with CCS. These entities also operate under legal definitions of the State of North Carolina with statutory liability and responsibility.

**1.01.9** "CCS Criteria" consist of specific details and functional requirements of a project, sustainable objectives and the expectations of how the project will be used and operated.

**1.01.10** "Qualifications Submittal" and "Initial Written Submittal" both refer to a firm's response to the RFP.

**1.01.11** "Qualifications-Based Selection" and "QBS" both refer to a procurement process for the selection of professional construction services for public projects. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (CCS) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and price.

**1.01.12** "Firm" shall be interpreted as referencing the assembly of a design entity and construction entity, or the combined (e.g., joint venture) entity, or formed team including subcontracted services capable of furnishing both design and construction if needed, and as is reasonable.

**1.01.13** "Fixed Fee" shall be proposed by the Contractor and shall be defined as a specific dollar amount stated as a lump sum, or by unit rates, and as agreed upon by all parties at the time of Contract Negotiation. This fixed fee shall be construed as a Cost-Not-To-Exceed.

**\*\*End of Section One\*\***

## **SECTION TWO**

### **BACKGROUND INFORMATION**

#### **2.01 Project Background, Goals and Objectives**

The proposed Gymnasium HVAC project is intended to install Air Conditioning in the existing Gymnasium erected Circa 1992 and provide a Comfortable, Code Compliant, Energy Efficient Facility for Learning, Physical Education and School Sports at South Columbus High School 40 Stallion Drive Tabor City N.C. 28463. The basic background of this project is to replace the existing unit heaters with 3 hot/cold water reheat air handlers to be connected to the existing Boiler/chiller system with air distribution by sock duct. CCS will supply all HVAC equipment and material for this project.

The objective of the proposed project is for the Contractor to complete the following construction and renovations and to provide all services needed to complete the project proposed in this RFP. The proposed general work scope for performing this project includes the following improvements, and services. The scope for the general construction listed below.

1. Mobilization and Permitting
2. Installation
3. Final Commissioning and Inspection

\*\*\*A spreadsheet with clear and concise details, and cost breakout for all components of each of the line items listed above, should be provided by the Contractor with the Bid Schedule. Any bids submitted without a spreadsheet defining these details may not be considered as a valid bid.

ALL DRAWINGS AND EQUIPMENT SUBMITTALS MAY BE FOUND HERE:  
<https://tinyurl.com/25schshvacrfp>

Bidders are requested to review and use the attached "Preliminary Plan Package" for details. These plans shall be used as the primary instrument for identifying details for the installation elements listed above. The Contractor shall employ, procure, and/or retain any other professional or design services that may be needed including but not limited to architectural, engineering, surveying, or testing services that are determined necessary for performing the proposed construction and obtaining all building permits and entitlements needed to complete the specified work scope. Building codes and standards required by NC Building Code requirements must be fully met to perform the intended project. If building codes or building requirements have not specifically or satisfactorily specified in the "Preliminary Plan Package, or have been omitted, then it will be the responsibility of the Contractor and their architect, or engineering design team, to address and complete specifications needed to complete the above listed work scope. Any additional design, standards, or codes that haven't been identified in the Preliminary Plans shall be the responsibility of the Contractor and shall be identified/itemized in the Contractor's work scope and costs submitted in conjunction with their bid response. Columbus County Schools accepts no responsibility for incompleteness or omissions of details that may have occurred in the preparation of the attached preliminary plans. The Contractor's work scope includes preparing any and all additional architectural or engineering details, specifications, or services necessary to attain a "build-ready" set of plans for performing the proposed construction listed in this RFP.

With respect to the design and construction the goals of CCS are as follows:

1. Complete the project in a timely fashion without undue delays and within CCS funding resources available for the project.
2. Construct and Install a system that is safe, functional, accommodates the needs of South Columbus High School, meets codes & standards, and conforms to the described services contained in this RFP.

Columbus County Schools intends to utilize best commercial practices to accomplish the goals of this project. CCS expects the Contractor to proactively address risks and challenges that may exist in the process and participate in resolving such challenges to facilitate the proposed improvements to achieve complete project success, on time and on budget. CCS also expects to work with the Contractor to devise and implement appropriate processes for executing this project that will maximize efficiency, overall quality, and within the budget allocated for these renovations.

**\*\*End of Section Two\*\***

## **SECTION THREE**

### **SCOPE OF WORK**

#### **3.01 Purpose of the RFP and Contractor Responsibilities**

Columbus County Schools is soliciting proposals for project delivery services that will involve performing specified HVAC installation services as proposed and potentially some unspecified architectural and engineering services for the South Columbus Project.

The Contractor will be expected to provide concurrent construction turnkey activities for this project resulting in a finished, fully usable facility that satisfies all project requirements and contract terms. The Contractor, as the sole responsible source for total project compliance and construction related performance and will hold all testing services and trade contractors' contracts.

#### **3.02 Location of the Project**

The location of the work is at South Columbus High School 40 Stallion Drive Tabor City N.C. 28463.

#### **3.03 Scope of Work**

The Scope of Work for this project is generally described above in the line items listed.

The following is a preliminary scope of work that may be modified during contract negotiations with the selected Contractor/Firm/Team.

##### **Anticipated Criteria**

1. The contractor shall utilize the Preliminary Design Plan to the best of their ability, however, may need to supplement this design package with additional drawings and or engineered plans to complete the project in a manner that complies with NC Building Codes & Standards. This may require preparation of architectural, structural, mechanical, plumbing, fire protection, or electrical design and schematic plans for CCS Staff review and approval.
2. Site Development plans may include:

- a. **Design Criteria**: To be determined during site visit.
- b. **System Design**: confirm design intent, preliminary selection of building systems and materials, utility load review, code compliance, security plan expectations, and outline specifications to integrate systems, products, and procedures for architectural and civil, mechanical, or structural, if needed.
3. Work in digital format: AutoCAD or Building Information Modeling (BIM) software (or other approved software alternatives).
4. Develop preliminary estimate of installation cost setting forth in detail prior to commencing installation: quantities of materials, labor, profit, overhead, insurance etc. for the project.
5. Attend CCS meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
6. Develop Installation Proposal detailing contract sum, estimated trade costs, proposed date of substantial completion and list of key vendors and/or suppliers.
7. Conduct periodic progress meetings, as requested by CCS.
8. Attend Board of Education meetings as requested by CCS.
9. Update the progress schedule periodically; as needed.
11. Present documents and drawings to required departments/agencies for technical review/approval for construction; Contractor shall be responsible for any Federal, State, and Local permit applications and approvals.

### **Permitting, Reviews and Approvals**

1. Review and/or present design concepts to required regulatory agencies whose approval is necessary for the development of the site.
2. Review existing drawings, as-builts, and other Plans & Specifications for the existing building.
3. Submit draft plans and applications to regulatory agencies, if needed.
4. Secure approvals from all other local and state agencies, if needed.
5. Attend meetings as necessary for all plan and permit approvals. Provide responses and modifications to regulatory comment.

### **Construction Administration**

1. Provide construction administration and observation associated with the site improvements including a preconstruction conference, weekly site observation (or as deemed necessary by CCS, and meetings for processing pay requests.

2. Provide interpretations of prepared drawings and specifications, shop drawing review and approval as well as preparation of change orders and construction change directives.

**Post Construction Phase/Deliverables**

1. Prepare As-Built documents based on information received from the contractor in AutoCAD or in an alternate format approved by CCS.
2. Assist in project closeout, establishment of warranties and guarantees.
3. Present to required departments/agencies for review; Contractor will be responsible for acquiring all State, Town, and City permit applications and approvals.

**3.04 Project Budget**

The forecasted budget for completing this project including construction, all other costs and fees has not yet been determined by the CCS? Total costs shall include construction related expenses; additional design services determined by the Contractor to be needed; testing services; public jurisdiction fees and charges; inspection fees, permits; and any other building related services or fees necessary to fully complete the project per the Preliminary Design Package attached, and per any additional design requirements specified by other engineering design services enlisted by the contractor to perform this project as detailed in this RFP.

**3.05 Anticipated Schedule**

Columbus County Schools provides the following project milestones for completing this project as described, however reserves the right to adjust this proposed schedule as deemed necessary:

**Anticipated Project Schedule**

Milestone	Date	Time
Issue/Advertise RFP in Open and Competitive Venues and Publications	March 2025	

Conduct Mandatory Site Visit	April 10, 2025	
Deadline for Written Questions and Clarifications on RFP	April 15, 2025	
Deadline for Response to Questions	April 22, 2025	
Deadline for Submitting RFP and Bid Opening	May 12, 2025	
RFP tabulation/evaluation/selections; hold discussions as needed with respondents; perform final bid tabulation	May 12, 2025	
Recommendation to Board of Education to Accept Bid and Approve Contractor	May 12, 2025	
Notice to Award to Contractor/Request Performance Bond	May 14, 2025	
Issue Task Order and Notice to Proceed	May 14, 2025	
Project Completion Date	August 2025	

### 3.07 Project Delivery and Objectives

At all times and project stages the Contractor shall act in the best interests of Columbus County Schools and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with CCS project requirements, time constraints and budget. The Contractor shall develop a contractually obligated overall project schedule and will be responsible for methods of construction, safety, scheduling and coordination of all construction work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule.

Columbus County Schools expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. A spirit of cooperation,

collaboration and a commitment among professional design and construction services providers to work in the best interest of the project is of utmost importance.

**\*\*End of Section Three\* \***

## **SECTION FOUR**

### **CONTRACTOR EVALUATION AND SELECTION CRITERIA**

#### **4.01 Contractor Experience Requirements and Capabilities**

Contractors should identify their experience with similar public or privately bid projects and specifically describe three projects that best characterize the proposers' capabilities including: work quality, schedule adherence, and cost control measures. Projects referenced must have included the completion of construction drawings, technical specifications and construction estimates that led to a complete constructed project currently in operation. At least one of the three referenced project examples should be a public sector project and should show experience with the public bidding process.

At a minimum, successful responses shall demonstrate experience and technical competence with the following requirements:

1. Installing building components that was part of the work scope of constructing and completing a building renovation project.
2. Demonstrated history of successful construction or HVAC Systems.
3. Obtaining permits through public permitting processes and/or Inspections/Building Permit Department.
4. Incorporating environmentally responsible building practices.
5. Providing contract and construction administration services utilizing effective team communication and working methods.

See the Qualifications Submittal Checklist section of this RFP for additional information which should be included

#### 4.02 Contractor Minimum Qualifications

Contractor must meet the criteria immediately shown below. Firms that do not meet these criteria are automatically disqualified.

1. Contractor must have a current North Carolina Mechanical Contractor's license . A copy of the corporate license must be included in the bid response.
2. Contractor must have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.
3. Contractor must provide a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
4. Contractor must agree to keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish CCS with certificates of insurance for each type of insurance described herein. CCS reserves the right to negotiate different limits and coverage in the final contract.

**Commercial General Liability.....\$2,000,000**

**Commercial Auto Liability: combined single limit.....\$1,000,000**

**Excess (Umbrella) Liability.....\$1,000,000**

**Workers Compensation.....Statutory**

**Employer's Liability.....\$100,000 each accident/total disease/employee disease**

Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (CCS reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in North Carolina with a Best rating AVIII or higher.

NOTE: In order to be deemed eligible for evaluation, the Contractor must include a signed Declaration Statement or Certifications in this RFP attesting to the above requirements and coverages in its submittal.

#### 4.03 Request for Proposals (RFP) Evaluation Criteria and Scoring (100 Total Points)

Contractor responses to this RFP will be evaluated and ranked by an RFP Selection Committee appointed to review submitted qualifications. Each submitter will be evaluated and a short list developed based on RFP scores. The following indicates the scoring system used for this evaluation:

##### **Contractor Bid. (Lowest Responsible Bid) - Maximum 60 points**

Points for this criterion will be awarded based on an evaluation of the qualifications and experience of the proposed HVAC Contractor. Evaluation criteria will focus on the expertise each brings to the process, their track record with 'on-time and on budget' projects, quality control measures/system, any current, pending or past project legal matters or litigation of the Contractor submitting, safety records, and professional/Board credentials.

### **Contractor Experience and Qualifications (plus team members) - Maximum 10 points**

Points for this criterion will be awarded based on an evaluation of the qualifications and experience of the Contractor, and the team assembled to complete any additional engineering or design work that may be needed. Evaluation criteria will focus on the submittals' clear identification of each proposed Firm/Company shown on the team, the expertise each will bring to the process, their track record with 'on-time and on budget' projects and achieving acceptable levels of quality, any current, pending or past project legal matters or litigation and submitting Firm/Company safety records and professional reputation credentials.

### **Project Understanding and Approach - Maximum 10 points**

This criterion will award points for the Contractor's understanding of the goals and objectives for the project and their proposed methodology for meeting those goals and objectives. The Contractor must provide a comprehensive narrative statement illustrating their clear and concise understanding of the requirements of the project, potential issues (and proposed solutions) and a preliminary overall project schedule.

The Team should also have clearly addressed their approach to dealing with key tasks, activities and issues (including the permitting process) required to complete each project phase including deliverables, proposed construction schedule and project coordination issues.

### **Schedule - Maximum 10 points**

Points for this criterion will be awarded based on the Contractor's response illustrating a project schedule with milestones and estimated time period for completing those milestones so as to complete the project within the timeframe indicated in this RFP. If the project deadline cannot be met by the Contractor, they should indicate justifiable reasons and cause and provide an alternate timeline that they believe to be achievable.

### **Minority and Women Owned Business Enterprise (MWBE) Participation- Maximum 10 points**

Evaluation of the Contractor's proposed team within participation in the M/WBE program and strategy to achieve the M/WBE procurement requirements for this project. If this criterion cannot be met, the Contractor should indicate the reasons that M/WBE participation cannot be met and provide justification as such.

#### **4.04 Clarification of RFP Responses During Evaluation/Selection**

During the evaluation process, CCS has the right to require any clarification or additional discussion needed in order to understand the Contractor's view and approach to the project, the proposed scope of the work, and costs. Any clarifications to the response made before executing a contract will become part of the final contract executed by CCS.

#### **4.05 Short List Ranking**

CCS may elect at their discretion, to develop a shortlist of qualified responders and conduct interviews with short-listed candidates. CCS is not obligated to develop a short-list or to hold interviews and will only do so if it is the opinion of CCS that they will benefit to do so.

#### **4.06 Interviews of Short-listed Firms/Teams**

See above regarding interviews.

#### **4.07 Contractor/Team Selection**

After making Contractor/Team selection and taking into consideration quality, performance and the project timeline specified in the RFP, CCS may or may not elect to conduct negotiations with the apparent lowest most responsible, responsive Contractor. The successful Contractor and CCS will enter into a contract stating all terms and conditions for performing the proposed work. Work shall not commence until a Task Authorization or Purchase Order is issued by the CCS with the specific scope of work, expected deliverables, work schedule/milestones, and a Not-to-Exceed price for the project.

CCS may withdraw or cancel this RFP, or any portion thereof at any time. It may reject any, or all portions of the RFP any time prior to an award, and is not required to furnish a statement of the reason(s) why a particular qualification was not deemed to be most advantageous to CCS.

#### **4.08 E-Verify Compliance**

The contract will require that the Contractor/Team and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS) consistent with state law requirements for municipal contracts.

#### **4.09 Exceptions**

It is CCS intention to use the AIA Document A141 — 2014 Standard Form of Agreement Between CCS and Contractor, as amended. CCS further reserves the right to utilize any other contract vehicle that is routine and customary to perform these types of construction projects. Any Contractor that objects to any element of the contract presented by CCS shall not be required to enter into the contract and may withdraw their bid at that time. CCS will then defer to the apparent second lowest responsible responsive bidder who will be interviewed, and if mutual terms and conditions can be reached, will be awarded the contract to perform the proposed Construction.

**\*\*End of Section Four\*\***

## **SECTION FIVE**

### **RFP SUBMITTAL REQUIREMENTS ANP FORMAT**

#### **5.01 RFP Submittal: Department Contact, Deadline for Receipt of Qualifications, Format**

Hard copy submissions are acceptable but not required. Electronic submittals are preferred and can be made in accordance with instructions on the cover page.

In order for CCS to evaluate RFPs fairly and completely, the Contractor should concisely follow the format set out herein and provide all of the information requested:

- a. RFPs shall be numbered consecutively, double-sided, on 8-1/2" x 11" sheets with a maximum of 17 pages {not including the cover sheet, cover letter, Table of Contents, Resumes and other required attachments.
- b. A maximum of one (1) sheet may be 11" x 17" for schedules or other information necessary to depict the proposed Project Approach or Schedule.

C. Use fonts no less than a typical 11-point font print. If the submission is not clearly legible when viewed at actual size or printed, the response may be rejected as non-responsive.

## **5.02 RFP Provisions**

CCS intends to limit the cost that submitters incur to respond to this solicitation, therefore, submitters are encouraged to be brief and succinct. Volumes of background information, general marketing material, and print promotional media are not desired. Instead, submitters should highlight their responsiveness to the evaluation criteria. If multiple firms are proposed as one team, each component firm should describe its own relevant qualifications within the same submission.

RFP responses must be signed by a company officer empowered to bind the company. A contractor's failure to include these items in their RFP may be just cause for their RFP response to be determined "non-responsive" and the RFP may be rejected.

## **5.03 Minimum Number of Responses**

In order for the procurement process to advance, CCS must receive at least three RFP responses to this advertisement. If CCS receives fewer than three responses, it will re-advertise the RFP in accordance with its Procurement Policy and or General Statute requirements. After the second solicitation, CCS may consider proposals even if three responses are not received and will follow the same procedures used for the initial solicitation.

It is the sincere intention of Columbus County Schools to make every effort to be fair and equitable in its dealings with all candidate firms for selection. If, however, CCS should determine that none of the Contractor's responses are advantageous to CCS. CCS reserves the right to accept or reject any or all responses with or without cause. Issuance of this RFP does not commit CCS to award a contract, to pay any costs incurred by responders in preparation of a proposal or to procure or contract for related services or supplies.

\*\*End of Section Five\*

# **SECTION SIX**

## **CHECKLIST FOR RFP SUBMITTALS**

### **6.01 Required RFP Format/Content**

Submitters must include the following mandatory checklist items as part of their RFP:

#### **Cover Letter — 1 page**

RFP responses must include a Cover Letter with the complete name and address of the prime firm/company and the name, mailing address, and telephone number of the person to contact regarding the response. If the Contractor has more than one office, include the headquarters location and the location of the office that will serve this project. Clearly indicate on the first page

of the submittal: (1) the prime Contractor (2) any subconsultant or design firm (3) any company qualifying as a WBE/MBE minority entity and (4) the person whose signature grants authority to bind Submitter to the provisions of the RFP.

\*\*\*Submittals that contain more than 17 pages may be disqualified or receive point deductions during selection. Other required documents cited in this RFP will not be counted against the total of 17 pages.

### **Table of Contents — 1 page**

Must include corresponding tabs/dividers in the body of the submittal to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page then place all corresponding tabs on that page.

### **Executive Summary — 1 page**

A brief narrative statement of understanding of the scope of work, key challenges and the submitter's overall vision and approach for the successful development of a high-quality project consistent with the minimum criteria requirements outlined in this RFP.

### **Project Background Understanding — 1 page**

Include a brief description of the Contractor/team's knowledge of the Project Background and context.

### **Project Approach/Action Plan ----- 2 pages**

Provide a statement of the Contractor/Teams proposed approach and actions to successfully complete the work. Contractor's plan of action should include the functions and personnel which show the specific approach to accomplishing the Project Scope. Describe any challenges anticipated for performing the requested services that may impact the scope, schedule or budget. Address proposed solutions to remedy these concerns.

### **Firm/Team Qualifications and Experience — 3 pages**

This shall include a brief description and history for the Contractor and team members on the proposed team including number of years the Contractor has been in business, growth history, experience in similar projects and any past or current experience with the Design-Build type projects. Please provide the following.

1. Company/Firm name.
2. Physical address- and if different, mailing address & zip code.
3. E-mail address and name of primary contact at each company/firm.
4. Main telephone number and direct telephone number for contacts.
5. Number of years in business for each company/firm.
6. Form of firm/company township including state of residency or incorporation. Include description of the submitter/s company structure: i.e. sole proprietorship, partnership, corporation, Limited Liability Company (LLC), joint venture or other structure.

7. Also, briefly describe a minimum of three (3) projects that your company or team has completed in the past five years that required similar services and were valued at or above \$250,000. Also, briefly describe the largest project your firm/company has completed within the past five years. These projects may also be described in further detail in the related experience section.
  8. List any active or pending litigation with municipalities, subcontractors or other entities and explain.
  9. Has the Contractor or Contractor/team ever failed to perform or default on completing any work awarded or has it been removed from completing any project awarded to the firm? If so, explain.
1. List three (3) major trade contractor references. Include company name, contact name, e-mail address and telephone number.
  2. Office Submitting RFP: If the firm/company has multiple offices, the response statement should include information about the parent company and branch office separately. Identify the office from which the project will be managed and that office's proximity to the project site. Parent company (or general office) financial information as totals will be acceptable if "parent" (or "general office") means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract.

### **Project Team Personnel Selection or Proposed Selection Strategy — 1-2 pages**

Provide either of the following:

1. The project team members selected, any licensed design professionals who are proposed, and any subcontractors needed.
2. Statement concerning how any subcontractors will be selected or procured if not shown on the project team.

### **Proposed Personnel — 2 pages**

Provide general information about personnel capability and a list of qualified and available staff and resources including classifications, numbers of employees, respondent's ability to provide sufficient qualified personnel to this project upon award, the locations and staffing of relevant offices and an organizational chart of staff including the percentage of time they will be assigned to the project. Include specific roles and responsibilities identifying experience and ability for key personnel and the intended interface between the Contractor and any engineering or design firms (or personnel) that will be used.

### **Project Experience of Any Designer's Utilized:**

Describe up to three projects in order of most relevant to least relevant that demonstrate the Contractor's capabilities to provide services needed for the subject project. For each project, include the following information:

1. Project name.
2. Project location.
3. Dates during which services were performed.
4. Physical description (e.g., square footage, number of stories, site area).
5. Cost description (this description, at a minimum, must include: original project budget; final project cost and explanation of any differences in the original and final costs, if applicable)
6. Brief description of project.
7. Statement of performance versus Town expectations in the areas of cost, quality, and schedule.
8. Reference(s).

### **Project Controls Deliverables Quality and Schedule — 1 page**

Provide information on managing the quality of proposed deliverables. Include a proposed milestone schedule illustrating total project time (in weeks) from award of contract through project completion, and a Professional Services Fee Schedule for any design that will provide support.

### **Qualification Appendix Attachments**

Include copies of:

1. Signed Contractor/Design Team Declaration form confirming certifications and submission items
2. Joint Venture agreement (if applicable)
3. A list of the licensed contractors, licensed subcontractors, and licensed design professionals whom the design-builder proposes to use for the project's design and construction. Copies of licenses for those listed shall be provided.

**\*\*End of Section Six\*\***

## SECTION SEVEN

### CONTRACTOR DECLARATION STATEMENT

(Include a signed copy of this form in the submitted Statement of Qualifications appendix section)

1. We certify that our Company, "the Contractor" has a current North Carolina Contractor's H-1 mechanical license.
2. We certify that our Contractor team does, or will have and maintain, liability insurance coverage for a total of \$1 million/occurrence and \$1 million/general aggregate for commercial general liability, and not less than \$1 million per claim for commercial business automobile liability.
3. We certify that our team members will have coverage for professional liability, errors and omissions of not less than \$1 million per claim.
4. We certify that our Company has sufficient bonding capacity to provide Labor and Material Payment and Performance bonds with coverage of each equal to the total cost of the project.
5. I certify that our Company can and will obtain a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
6. I certify that neither our Company, our subcontractors, or team personnel have/has any potential or actual conflict of interest to report and that no relationships, transactions, circumstances or positions held are believed to contribute to any such conflict of interest.
7. I hereby certify that the information set forth in this declaration is true and complete to the best of my knowledge.

---

(Authorized Signature for Contractor, Title)

---

(Contractor Name, Date)

By signature on this Statement, responders certify that they comply with:

- a. The laws of the State of North Carolina and all branches of the US Federal government.
- b. The applicable portion of the Federal Civil Rights Act of 1964.
- c. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.
- d. The Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
- e. All terms and conditions set out in this RFP.

f. **Federal Funds:**

If the source of funds for this Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. S 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):

- A. Equal Employment Opportunity (41 C.F.R. Part 60);
  - B. Davis-Bacon Act (40 U.S.C. 3141-3148);
  - C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
  - D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
  - E. Clean Air Act (42 U.S.C. 7401-7671 q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-);
  - F. Debarment and Suspension (Executive Orders 12549 and 12689);
  - G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - H. Procurement of Recovered Materials (2 C.F.R. S 200.322); and
  - I. Record Retention Requirements (2 CFR S 200.324)
- g. A condition that the RFP submittal provided to CCS was independently arrived at, without collusion, or influence, under penalty of perjury.
  - h. That the Contractor teams' bids, if applicable, will remain open and valid for at least 120 days.

If any responder fails to comply with sections [a] through [h] of this paragraph, Columbus County Schools reserves the right to disregard the RFP response, terminate the contract, or consider the Contractor team in default.

\* \*End of Section Seven\* \*

## SECTION EIGHT

### Appendix A — Insurance Requirements

Contractor team shall maintain insurance not less than the following:

The Contractor team agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

- i. Contractor or if applicable, Lead Design-Build firm, must obtain a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the project.
- ii. Contractor or if applicable, Lead Design-Build, firm must keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. (CCS reserves the right to negotiate different limits and coverage in the final contract.)

<b>Commercial General Liability</b> .....	<b>\$2,000,000</b>
<b>Commercial Auto Liability: combined single limit</b> .....	<b>\$1,000,000</b>
<b>Excess (Umbrella) Liability</b> .....	<b>\$1,000,000</b>
<b>Workers Compensation</b> .....	<b>Statutory</b>
<b>Employer's Liability</b> .....	<b>\$100,000 each accident/total disease/employee disease</b>

1. Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (CCS reserves the right to negotiate different limits and coverage in the final contract; not applicable if the Contractor does not employ Lead Design-Build Firm.)
2. All insurance companies must be authorized to do business in North Carolina with a Best Rating A-VIII or higher.

**Certificate of Insurance**- Contractor agrees to provide CCS with Certificates of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify CCS within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to the coverage no longer in compliance. Certificate Holder address should read:

Columbus County Schools  
Attn. Timmy Ward  
89 School Rd.

**Appendix B- Bid Schedule**

**Gymnasium HVAC at  
South Columbus High School  
Columbus County Schools**

**SCOPE OF WORK:** Specified in page. 5 of RFP and Preliminary Plan Pkg.

No.	Description of Work	Qty	Units	Unit Price (\$)	Extended Amount (\$)
	Mobilization and Permitting				
	Installation				
	Final Commissioning and Inspection				

SF-Square Ft.; LS=Lump Sum; NA=Not Applicable

All design/engineering. services in No. 9 must be listed and priced separately by firm and/or discipline.

\*Note: Additional spreadsheets with details and cost breakouts should be provided with Bid Schedule for each of the items shown above. Expand on the scope, details, and cost for each of the line items shown.

**Bid**

**Total=**

**Submitted By** (signature): \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Appendix C — Bid Bond, Performance, and Payment Bond Requirements**

### **BID BOND:**

For any proposal to be considered or accepted by CCS, the proposal must include at the time of filing, a bid bond in the amount of five percent (5%) of the total bid price. The bid bond must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after award or fails to give satisfactory surety as required herein. Bid, Performance, and Payment bonds shall be submitted on using AA A310-2010 Bid Bond Form or Standard Form 25 (Rev 8/2016)

### **PERFORMANCE and PAYMENT BOND:**

The selected Contractor(s) will be required to post a Performance and Payment Bond in the amount of 100% of a project's estimated contract cost. CCS reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price determined by the Bid Schedule, at the time of the project is bid, the estimated cost to complete the project will be based on the costs found in the Bid Schedule plus any additional costs CCS anticipates may be included with additions or changes to scope. The bond shall continue throughout the contract execution period, from when CCS issues a Notice to Proceed and Task Order, until such time as the scope of work defined in the contract is completed to the satisfaction of Columbus County Schools.

Bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a Columbus County Schools initiated project or until the CCS determines the bond may be reduced or is no longer required. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the Task Order. The surety bonds must be in the form as provided by Surety Association of America, the American Institute of Architects (AA- A312), Associated General Contractors of America, Engineers Joint Contract Documents Committee, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specification Institute without any variations in the standard forms, or in any other forms authorized by North Carolina General Statute.