

HENDERSON COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT

414 Fourth Avenue West, Hendersonville, NC 28739

Phone (828) 697-4733 Fax (828) 698-4429

April 30, 2026

REQUEST FOR QUOTES

RFQ NUMBER: **2026-12**

TO BE RETURNED BY: **June 10, 2026 2:00 p.m. (EST)**

WATER SERVICE EAST HENDERSON HIGH SCHOOL

Offeror:
Attention:
Address:

Refer Inquiries To: **Joni Huchzermeier, CLGPO
Purchasing Agent
828-697-4733**
Telephone Number:
E-Mail Address: **jd
Requisitioned By: **Chad Dillon, Director of Facilities****

NOTICE TO OFFEROR

Sealed bids, subject to the conditions made a part hereof, will be received by Henderson County Public Schools Purchasing Department, located at 414 Fourth Ave West, Hendersonville, NC 28739, until but not later than 2 o'clock p.m. (EST), on June 10, 2026 and immediately thereafter publicly opened, and read, for furnishing the supplies, materials and/or services, as described herein. Refer to Instructions for Response, Item 10 for proper mailing instructions.

MANDATORY Pre-Bid Meeting will be held May 27, 2026 at 10:00 AM (EST) at East Henderson High School located at 150 Eagle Pride Way, East Flat Rock. NC 28727. **REQUIRED:** Check in at Front Office of school before entering premises.

Proposals and/or addenda submitted via E-Mail or facsimile (FAX) machine in response to this Request for Proposal OR Request for Quote **will not be** acceptable. Proposals may be subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items or services upon which prices are offered, at the prices set opposite each item or service within the time specified herein. By executing this document, I certify 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 have 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. **Failure to execute/sign offer prior to submittal may render proposal invalid. Late submittals are not acceptable.**

OFFEROR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
If you desire to "no proposal" this requirement, sign and return only this page, check appropriate box(es). () NO PROPOSAL () REMOVE FROM MAILING LIST			
Offer valid for 45 days from date of opening unless otherwise stated here: _____ days (See Instructions for Response, Item 8) Prompt Payment Discount: _____% _____ days (See Instructions for Response, Item 9)			

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by Henderson County Public Schools, a contract will be sent for signature along with request for any required documents. Once Henderson County Public Schools receive the signed contracts and requested documents, we will submit the completed recommendation package for approval of award. Final award of this contract does not ensue until the contract is fully executed by Henderson County Public Schools, and a confirming executed copy is returned to you along with a purchase order. The contract, purchase order, and this document and the provisions of the Instructions for Response, the special terms and the conditions specific to this Request for Proposal, the specifications, and the Henderson County Public Schools General Terms and Conditions shall then constitute the written agreement between the parties.

INSTRUCTIONS FOR BIDS

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. **NOTICE TO OFFERORS:**

All responses are subject to the provisions of the Instructions for Response, special terms and conditions specific to this Request for Quotes, the specifications, and the Henderson County Public Schools General Contract Terms and Conditions.

Henderson County Public Schools object to and will not evaluate or consider any additional terms and conditions submitted with a response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:**

OFFEROR: Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quote.

TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.

4. **RECEIPT OF PROPOSALS:** Proposals shall be received in strict accordance with requirements of the General Statutes of North Carolina.

5. **PROPOSAL EVALUATION:** The award of the contract will be made as soon as practical to the Vendor whose proposal is shown to be most advantageous to Henderson County Public Schools. Before awarding a contract, the district may require additional information or presentation by proposer to substantiate Vendor's responsibility.

6. **EXECUTION:** Failure to sign under EXECUTION section may render response invalid.

7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this proposal, the order of precedence shall be (1) special terms and conditions specific to this request, (2) specifications, (3) Henderson County Public Schools General Contract Terms and Conditions, and (4) Instructions for Response.

8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for a minimum of 45 days from the date of proposal due date. Preference may be given to offers allowing not less than 45 days for consideration and acceptance.

9. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

10. **MAILING INSTRUCTIONS:**

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.

Mail only one fully executed response document, unless otherwise instructed, and only one response per envelope. Address envelope and insert RFQ number as shown below. It is the responsibility of the offeror to have the response in this office by the specified time and date of opening.

<p><u>DELIVERED BY US POSTAL SERVICE</u></p> <p>RFQ NO. <u>2026-12</u> HENDERSON COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 414 FOURTH AVENUE WEST HENDERSONVILLE, NC 28739</p>

OR

<p><u>DELIVERED BY ANY OTHER MEANS</u></p> <p>RFQ NO. <u>2026-12</u> HENDERSON COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 414 FOURTH AVENUE WEST HENDERSONVILLE, NC 28739</p>

- 11. **TABULATIONS:** Tabulations of proposals and award information can be obtained by calling the purchaser listed on the first page of this document.
- 12. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
- 13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this request, each offeror must submit with their response sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Responses which do not comply with these requirements may be subject to rejection.
- 14. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Henderson County Public Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.

We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- 15. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 16. **ACCEPTANCE AND REJECTION:** Henderson County Public Schools reserves the right to reject any and all responses for any or no reasons, to waive any informality in the process and, unless otherwise specified by the offeror, to accept any item in the quote. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 17. **TAXES: FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency. **OTHER:** Prices ofference are not to include any personal property taxes, nor any sales or use (or fees) unless required by the North Carolina Department of Revenue.
- 18. **REFERENCES:** Henderson County Public Schools reserves the right to require a list of users of the exact item offered. Henderson County Public Schools may contact these users to determine acceptability of the response. Such information may be considered in the evaluation of the proposal.
- 19. **AWARD OF CONTRACT:** As directed by statute, qualified responses will be evaluated and acceptance may be made of the lowest and best response most advantageous to Henderson County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Henderson County Public Schools or the offeror, Henderson County Public Schools reserves the right to accept any item or group of items on a multi-item request.

In addition, on TERM CONTRACTS, Henderson County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question.
- 20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Henderson County Public School 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.
- 21. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Henderson County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at

the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

- 22. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of response opening. Otherwise, the samples will become School property. Each individual sample must be labeled with the offeror's name, RFQ number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 23. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by Henderson County Public Schools resulting from this solicitation, they must submit a written request to the Purchasing Agent, Henderson County Public Schools, 414 Fourth Avenue West, Hendersonville, NC 28739. This request must be received in the Henderson County Public Schools' Purchasing Department within ten (10) consecutive calendar days from the date of the contract award. Protest letters must contain specific 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 by contacting the Henderson County Public Schools' Purchasing Department at (828) 697-4733. 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.
- 24. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 25. **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 proposers. The "Principal Place of Business" is defined as the principal place from which the trade or business of the proposer is directed or managed.
- 26. **ADDENDA:** Any addenda to specifications issued during the time of solicitation are to be considered covered in the proposal and in closing a contract they will become a part thereof. All addenda shall be acknowledged by the proposer(s) on the proposal form. Any addenda will be posted to the HCPS website.
- 27. **E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- 28. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
- 29. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** By Acceptance of this purchase order, vendor certifies that is has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 30. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

REQUIREMENTS

USER: Henderson County Public Schools

BRAND SPECIFIC: Manufacturer's name and product description used in this solicitation are intended to communicate qualities, functions and characteristics of items desired. The items offered in response to this solicitation must be of equal quality to the manufacturer and type specified. When no reference is made by the vendor to the make or model to be furnished, it is understood that the specific article named in the RFB sheet will be furnished. It is the sole determination of Henderson County Public Schools if the proposed equipment is equal to what is specified. If you have any questions, please call the purchaser listed on the first page.

TRANSPORTATION CHARGES: FOB Destination. Freight charges must be included in the price of each item listed, not listed as a separate item.

MANDATORY Pre-Bid Meeting will be held May 27, 2026 at 10:00 AM (EST) at East Henderson High School located at 150 Eagle Pride Way, East Flat Rock. NC 28727. **REQUIRED:** Check in at Front Office of school before entering premises.

OPTIONAL INSTALLATION REQUIREMENTS: Awarded Vendor shall be responsible for installing, inspecting, and leaving the items ready for use, and removing all empty shipping cartons from school property. Optional Installation Charges shall be listed as a separate item.

SCHEDULE: **Project must be completed no later than July 31, 2026.** Henderson County Public Schools reserves the right to evaluate completion date as a factor in determining the award of the proposed contract.

NOTE:
HENDERSON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO ADJUST QUANTITIES UP OR DOWN AT THE UNIT PRICE AS BUDGETED FUNDS MAY ALLOW OR REQUIRE.

HENDERSON COUNTY PUBLIC SCHOOLS ALSO RESERVES THE RIGHT TO AWARD CONTRACT ON A SPLIT ORDER BASIS OR LUMP SUM BASIS IF IT IS IN OUR BEST INTEREST.

ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.

INFORMATION REQUIRED WITH PROPOSAL: Upon request, Vendor will be required to submit complete descriptive literature and specification on all items offered. Proposals which fail to comply may be subject to rejection.

SCOPE OF WORK AND SPECIFICATIONS

1. **SCOPE:** It is the intent of this proposal invitation to obtain contract proposed installation of water service backflow protection device with associated valves, fittings, and other related appurtenances to serve East Henderson High School. Project site is located at 150 Eagle Pride Drive East Flat Rock, NC 28726; more specifically, near the intersection of Old Upward Rd and Fairground Avenue. All work is to be performed by a licensed North Carolina utility contractor and shall include all labor, materials, sales tax, etc. All products and/or services rendered by the vendor must meet all requirements of this invitation and be completely satisfactory to using agencies.

2. **CONTRACTOR SHALL:**
 - a. Furnish all labor and equipment, etc. necessary to complete proposed installation of water service backflow protection device with associated valves, fittings, and other related appurtenances to serve East Henderson High School. Project site is located at 150 Eagle Pride Drive East Flat Rock, NC 28726; more specifically, near the intersection of Old Upward Rd and Fairground Avenue. .

 - b. Warranty labor and workmanship for a period of one (1) year to be free from all defects. If workmanship fails, it shall be replaced at the Contractor's expense.

 - c. Be responsible for all accidents and damages that might occur due to his equipment or personnel while upon the grounds or buildings used or owned by the Henderson County Public Board of Education.

 - d. Be responsible for all clean up and properly dispose of all debris during and after completion of job. Debris and trash shall not be allowed to collect overnight on the site. The contractor shall remove all debris and trash from the schools as it accumulates in order that a clean appearance is maintained at all times. **DEBRIS MAY NOT BE EMPTIED INTO DUMPSTERS ALREADY ON SITE AND SERVICED ON BEHALF OF HENDERSON COUNTY PUBLIC SCHOOLS.**

 - e. There shall be no tobacco products inside or outside of buildings, since all Henderson County Public Schools buildings and properties are tobacco-free.

 - f. There shall be no alcoholic beverages, drugs, or firearms on any Henderson County Public Schools property.

 - g. The Contractor shall work with the Henderson County Public Schools on project work schedule. **Contact Project Coordinator: Mr. Chad Dillon, Director of Facilities at 828-553-5056.**

 - h. By submission of a proposal, the Contractor acknowledges that he has a complete understanding of the required scope of work, either as defined herein or described orally by the owner's designated representative.

PUBLIC UTILITIES

- A. The bidder is advised to ascertain for himself all the facts concerning the location of existing utilities.

 - B. The contractor shall cooperate with the utility owner in the adjustment of their facilities and shall notify the utility owner not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

 - C. The Contractor shall permit the owners of utilities, or their agents access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

 - D. Separate payments will not be made for the coordination and cooperation of the contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.
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3. **HENDERSON COUNTY PUBLIC SCHOOLS SHALL:**
 - a. Provide for site access to the work areas as shown on the construction documents.

HENDERSON COUNTY PUBLIC SCHOOLS
GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, Henderson County Public Schools shall 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, Henderson County Public Schools, 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 Henderson County Public Schools for damages sustained by Henderson County Public Schools by virtue of any breach of this Contract, and Henderson County Public Schools may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due Henderson County Public Schools from such breach can be determined.
 - a) In case of default by the Contractor, Henderson County Public Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
 - b) In addition, in the event of default by the Contractor under this contract, Henderson County Public Schools may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Henderson County Public Schools has with the Contractor, and de-bar the Contractor from doing future business with Henderson County Public Schools.
 - c) Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Henderson County Public Schools may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with it, and de-bar the Contractor from doing future business.

2. **TERMINATION:** The Contract may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event the Contract is terminated pursuant to the provisions of this paragraph, Henderson County Public Schools shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to Henderson County Public Schools during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, Henderson County Public Schools may retain any monies otherwise due to Contractor.

3. **INTERPRETATION, CONFLICT OF TERM:**

The definitions in the Instructions to Vendors in the relevant solicitation for this Contract are specifically incorporated herein.

If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.

"Purchasing Agency" herein is as defined in 01 NCAC 05A.0112,

Contracts made in contravention of General Statutes, Chapter 143, Article 3, are void. G.S. 143-58.

In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Proposal, to the extent specifically and mutually incorporated into this Contract.

In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation

which required such alterations. Henderson County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

5. **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.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate line item. North Carolina G.S. § 143.59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet on of the conditions of G.S. § 105-164.8(b) and refuses 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 Contract documents, the vendor certifies that it and all of its affiliates; collect(s) the appropriate taxes.
7. **SITUS AND GOVERNING LAWS:**
 - a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
 - b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority and including, without limitation, the applicable requirements in the Federal Funds Provisions. Projects of \$40,000 or more requires general contractors license NC G.S. 87-1 .
 - c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with Henderson County Public Schools. G.S. 55A-15-01.
8. **INSPECTION AT CONTRACTOR'S SITE:** Henderson County Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Henderson County Public Schools' determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
9. **DISCRIMINATION:** If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
10. **NON-DISCRIMINATION COMPLIANCE:**
Wholly State Funded Contracts.
 - a) The Vendor will take affirmative action in complying with all State requirements and laws 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 or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
 - b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race,

color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- h) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- i) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- k) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

11. **FAMILY EDUCATION RIGHTS AND PRIVACY ACT:** Contractor acknowledges that Henderson County Public Schools is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from Henderson County Public Schools or as otherwise provided by the law or the Contract. For purposes of the Contract, Henderson County Public Schools designates Contractor as a school official with a legitimate educational interest in the education records of participating students to the extent access to Henderson County Public School's records is required by Contractor to carry out its services. If, Henderson County Public Schools provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Contract. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.

12. **FERPA Electronically Stored Data Compliance:** Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Contract. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of Henderson County Public Schools or their parents. Any personally identifiable information and education records held by Contractor pursuant to the Contract will be made available to Henderson County Public Schools upon request. Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to Henderson County Public Schools in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Contract. If Contractor experiences a security breach concerning any information covered by the Contract, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify Henderson County Public Schools with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with the Board in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify Henderson County Public Schools for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Contract.
13. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Contract. Henderson County Public Schools is responsible for all payments to the Contractor under the contract. Henderson County Public Schools does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by Henderson County Public Schools to pay such costs and will be paid only as ordered by a court of competent jurisdiction.
14. **NORTH CAROLINA PUBLIC RECORDS LAW:** Contractor acknowledges that Henderson County Public Schools is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et. seq.* The Contract and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by Henderson County Public Schools in connection with the transaction of the Contract may be considered a "public record," subject to disclosure under the NCPRL.
15. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
16. **STANDARDS (if applicable):** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to Henderson County Public Schools as described in this RFQ, are the sole responsibility of

the Vendor. The certifications or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

- 17. **WARRANTY:** Contractor warrants to Henderson County Public Schools that all equipment furnished will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date of receipt. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to Henderson County Public Schools.
- 18. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of Henderson County Public Schools as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the district is willing to be included on a listing of its existing customers.
- 19. **ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- 20. **ASSIGNMENT OR DELEGATION OF DUTIES:** As a convenience to the Vendor, Henderson County Public Schools may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate Henderson County Public Schools to anyone other than the Vendor. If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, Henderson County Public Schools may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the district, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.
- 21. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to Henderson County Public Schools. The analysis is documented in writing in the official file and considers the following non-exclusive factors:
 - 1. Potential for damage to District property or property of a third party,
 - 2. Potential for bodily injury to District employees or third parties,
 - 3. Whether Vendor will transport District property, clients, or employees,
 - 4. Use of a vehicle to accomplish the work or to travel to or from District locations,
 - 5. Anticipated physical contacts of the Vendor with the District,
 - 6. Anticipated number and activity of Vendor personnel within the district, and
 - 7. Any other unique considerations that could result in harm, bodily injury, or property damage.

Henderson County Public Schools has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the 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 NC Commissioner of Insurance to do business in North Carolina. The Vendor shall always 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 the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, Henderson County Public Schools is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the district.

b) COVERAGE - During the term of the Contract, the Vendor 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. At a minimum,

the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$150,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
3. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

c) **CERTIFICATE OF INSURANCE:** The Contractor shall furnish a Certificate of Insurance as proof of the above coverages to Henderson County Public Schools prior to the effective date of Contract. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to Henderson County Public Schools. Owner's Protective insurance must list Henderson County Public Schools as a "Named Insured" as its interest may appear. Henderson County Public Schools reserves the right to require higher or lower insurance limits where warranted. Henderson County Public Schools shall maintain its usual and customary insurance coverage and/or coverage agreement.

22. **OWNERSHIP OF WORK PRODUCT:** All works authored, produced, developed, or reduced to practice by Contractor for the benefit of Henderson County Public Schools during its provision of the services in the Contract shall be owned by Henderson County Public Schools and Henderson County Public Schools shall have all common law, statutory, and other reserved rights therein.

23. **INDEMNIFICATION CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, HENDERSON COUNTY PUBLIC SCHOOLS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE HENDERSON COUNTY PUBLIC SCHOOLS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**

24. **ANTI-TRUST:** The Contract has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Contract:

- a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Contract by any federal agency or by any department, agency or political subdivision of the State.
- b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- c) The Contractor shall provide immediate written notice to Henderson County Public Schools if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The certification in this section is a material representation of fact upon which reliance is placed by Henderson County Public Schools in making the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Henderson County Public Schools, then Henderson County Public Schools may terminate the Contract for default.

25. **TRAVEL EXPENSES:** Unless otherwise stated in the Contract, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Contract.
26. **AFFILIATION:** Contractor shall not represent itself as affiliated with or endorsed by Henderson County Public Schools without the prior written consent. Contractor shall not use any of Henderson County Public School's logos, images, trademarks, or copyrights without prior written consent. The Contract shall not be used for advertising by Contractor without prior approval of Henderson County Public Schools.
27. **ASSIGNMENT:** Unless agreed to in writing by Henderson County Public Schools, the Contract is not assignable. Any attempt to assign the Contract to any third party shall be null and void and shall relieve Henderson County Public Schools of any further liability under the Contract.
28. **COMPLIANCE WITH LAW & BOARD POLICY:** Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and Board of Education Policies and Procedures applicable to its provision of the services. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Contract.
29. **ATTORNEY'S FEES:** In the event of a dispute between the Parties regarding the enforceability of the Contract, each party shall be responsible for its own attorney's fees.
30. **CHOICE OF LAW:** The Parties agree that the Contract was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Contract, as to interpretation and performance. It is further agreed that the place of the Contract, its situs and forum, will be in the county in North Carolina where Henderson County Public School's Central Office is located.
31. **VENUE:** The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where Henderson County Public School's Central Office is located.
32. **FORCE MAJEURE:** Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Contract if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, Henderson County Public Schools will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
33. **NON-APPROPRIATION:** Henderson County Public Schools agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Contract through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that Henderson County Public Schools requests for a fiscal year are reduced or not appropriated, Henderson County Public Schools will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, Henderson County Public Schools will notify Contractor, the Contract will terminate at the end of the last fiscal year for which funds were fully appropriated, and Henderson County Public Schools will not be in default or material breach of the Contract.
34. **INTEGRATION & AMENDMENT:** The Contract is fully integrated and represents the entire understanding between the Parties. The Contract may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Contract, nothing contained in the Contract is intended to benefit any third party. The Contract shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Contract shall not be construed solely against Henderson County Public Schools.
35. **SEVERABILITY:** The Contract is severable and if any provisions of the Contract are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Contract shall remain valid and enforceable.
36. **EXECUTION:** The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

- 37. **AUTHORITY:** Both Parties executing the Contract acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Contract.
- 38. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Henderson County Public Schools under applicable law.
- 39. **PRE-AUDIT CERTIFICATION:** Execution of the Pre-Audit Certification on the Contract and/or purchase order is a condition precedent to the effectiveness of the signatures.
- 40. **ACKNOWLEDGMENT:** The undersigned represents and acknowledges that they have carefully read the entire Contract (and any attachments), understand the Contract (and any attachments) and its consequences, and knowingly and voluntarily enter into the Contract.
- 41. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. 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.
- 42. **ELECTRONIC RECORDS:** Henderson County Public Schools may digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 43. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by Henderson County Public Schools and the Vendor.
- 44. **QUANTITIES:** The award of a contract neither implies nor guarantees any minimum or maximum purchases there under.
- 45. **PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Vendor to other customers.

Notification: Must be given to Henderson County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

- a. **Decreases:** Henderson County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
- b. **Increases:** All prices shall be firm against any increase for a minimum of 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Henderson County Public Schools reserving the right to accept or reject the increase or cancel the contract. Such action by Henderson County Public Schools shall occur not later than fifteen (15) days after the receipt by Henderson County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than thirty (30) days after the expiration of the original fifteen (15) days reserved to evaluate the request for increase.

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 variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be shown on invoice as a separate item.

- 46. **WARRANTY:** The Vendor warrants to Henderson County Public Schools that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

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- 47. **CRIMINAL BACKGROUND CHECKS:** Contractor certifies that as of the date of the signed contract, or acceptance of a purchase order, background checks have been performed for all personnel who will have any type of direct contact with the students and staff of Henderson County Public Schools in the performance of this contract. Contractor shall provide a complete list of names and job-related duties of all personnel that will be assigned in any capacity to handle Henderson County Public School's account. Copies of background checks for all personnel will also be included. Contractor shall notify Henderson County Public Schools immediately and provide required information should changes in personnel occur, or if any existing personnel is charged of any criminal activity.
 - 48. **JESSICA LUNSFORD ACT:** Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. Henderson County Public Schools prohibits any personnel listed on such registries from being on any property owned or operated by Henderson County Public Schools and from having any direct interaction with students. As a term of this Contract, said checks must be performed by the Contractor and reported to Henderson County Public School's Superintendent or designee, if Contractor's employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Contractor certifies that by entering into a contract with Henderson County Public Schools, neither Contractor nor any employee or agent of Contractor, is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
 - 49. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to Henderson County Public Schools under applicable law. The waiver by the district of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
 - 50. **INDEPENDENT CONTRACTOR:** It is understood that Contractor executes the Contract as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Contract. The Contract is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold Henderson County Public Schools harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by Henderson County Public Schools on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by Henderson County Public Schools concerning Contractor or Contractor's employees.
 - 51. **SUBCONTRACTING:** Contractor shall not subcontract any portion of the work to be performed under this Contract without prior written approval of Henderson County Public Schools.
 - 52. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
 - 53. **AUDIT:** During and after the term of the contract, the State Auditor, or any Auditor contracted by Henderson County Public Schools, may be given access to persons and records of the Contractor that are generated as a result of, or are related to, the Contract for purposes of verifying accounts and data affecting fees or performance, as provided in G.S. § 143-49(9). Contractor shall keep all records for 3 years after the end of the contract period.
 - 54. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
 - 55. **CARE OF DISTRICT DATA AND PROPERTY:** Any District property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as

confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of Henderson County Public Schools. The district's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse Henderson County Public Schools for loss or damage of District property while in Vendor's custody. Such District Data shall be returned to the district in a form acceptable to the district upon the termination or expiration of this Agreement.

The Vendor shall notify Henderson County Public Schools of any security breaches within 24 hours.

56. **PROTECTION OF WORK, PROPERTY AND THE PUBLIC:** The Vendor shall be responsible for the safe and prudent use of the site and work in progress. The Vendor shall be responsible for any damage to Henderson County Public Schools' property, or that of others on the job, and shall make good such damages.

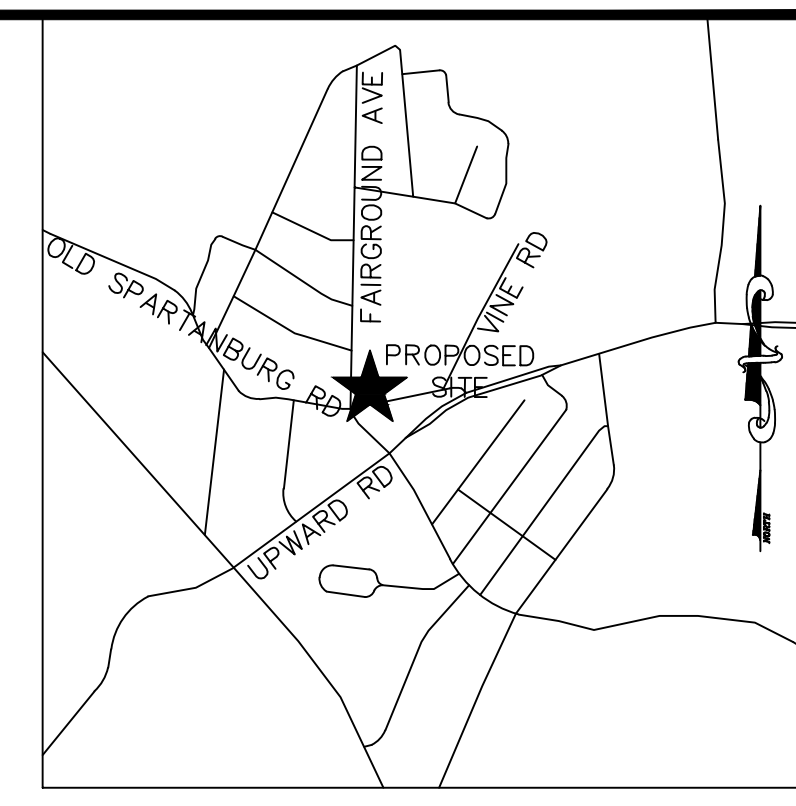
The Vendor shall adhere to all applicable rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards. There shall be no tobacco products inside or outside of buildings, since all Henderson County Public Schools buildings and properties are tobacco-free. There shall be no alcoholic beverages, drugs, or firearms on any Henderson County Public Schools property.

The Vendor and its employees will observe the posted safety requirements of Henderson County Public Schools and those required by law. The Vendor is responsible for the safety of its employees at all times while on Henderson County Public Schools' premises.

57. **FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:** Federal Funds. The Contractor shall make all necessary inquiries to correctly identify all sources of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Domestic Preferences for Procurement (2 C.F.R. § 200.322); Procurement of Recovered Materials (2 C.F.R. § 200.323); Prohibition on certain telecommunications and surveillance services or equipment (Public Law 115-232, section 889) and Record Retention Requirements (2 CFR § 200.334).

58. **ADA COMPLIANCE:** All vendors of Henderson County Public Schools must ensure their products and services are available to individuals with disabilities, in line with the Americans with Disabilities Act (ADA). For digital accessibility, vendors should comply with WCAG 2.1 AA standards, which include making digital content perceivable, operable, understandable, and robust for users with disabilities. Digital offerings must be compatible with assistive technologies like screen readers, braille displays, and voice recognition software. Vendors must provide reasonable modifications to their products and services to accommodate individuals with disabilities unless doing so would cause undue hardship or fundamentally alter the nature of the service. Vendors must ensure effective communication with individuals with disabilities, which may include providing auxiliary aids and services such as accessible electronic documents, captions for videos, and alternative text for images. Failure to meet these requirements may result in termination of the contract.

Henderson County Public Schools reserves the right to reject any or all bids for any or no reasons and to waive informalities.



VICINITY MAP
NOT TO SCALE

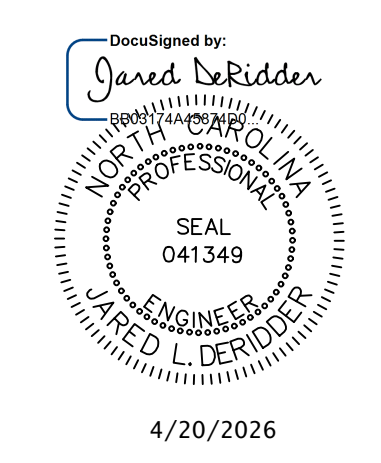
HENDERSON
COUNTY
BOARD OF
PUBLIC SCHOOLS

HENDERSON COUNTY
NORTH CAROLINA



WATER SERVICE PLANS for EAST HENDERSON HIGH SCHOOL

HENDERSON COUNTY
NORTH CAROLINA



4/20/2026

REVISIONS

DATE	DESCRIPTION



Know what's below.
Call before you dig.

PROJECT NUMBER: 25168
DATE: 4-20-26

COVER
SHEET

C-000

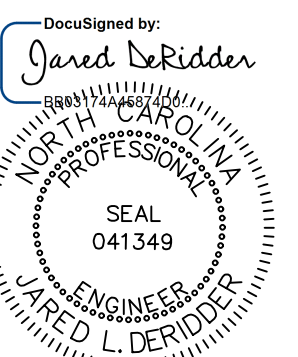
SCALE: NTS

DEVELOPMENT BLOCK
PROJECT NAME: WATER SERVICE PLANS FOR EHHS
PIN #: 9578-80-6758
OWNER: HENDERSON COUNTY BOARD OF PUBLIC SCHOOLS
414 FOURTH AVENUE WEST
HENDERSONVILLE NC., 28739
ENGINEER: JARED L. DERIDDER, P.E.
WGLA ENGINEERING, PLLC
724 5TH AVENUE WEST
HENDERSONVILLE, NC 28739

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
C-500	WATER SERVICE PLAN
C-501	WATER SERVICE DETAILS

HENDERSON COUNTY BOARD OF PUBLIC SCHOOLS

HENDERSON COUNTY NORTH CAROLINA



4/20/2026

REVISIONS

DATE	DESCRIPTION



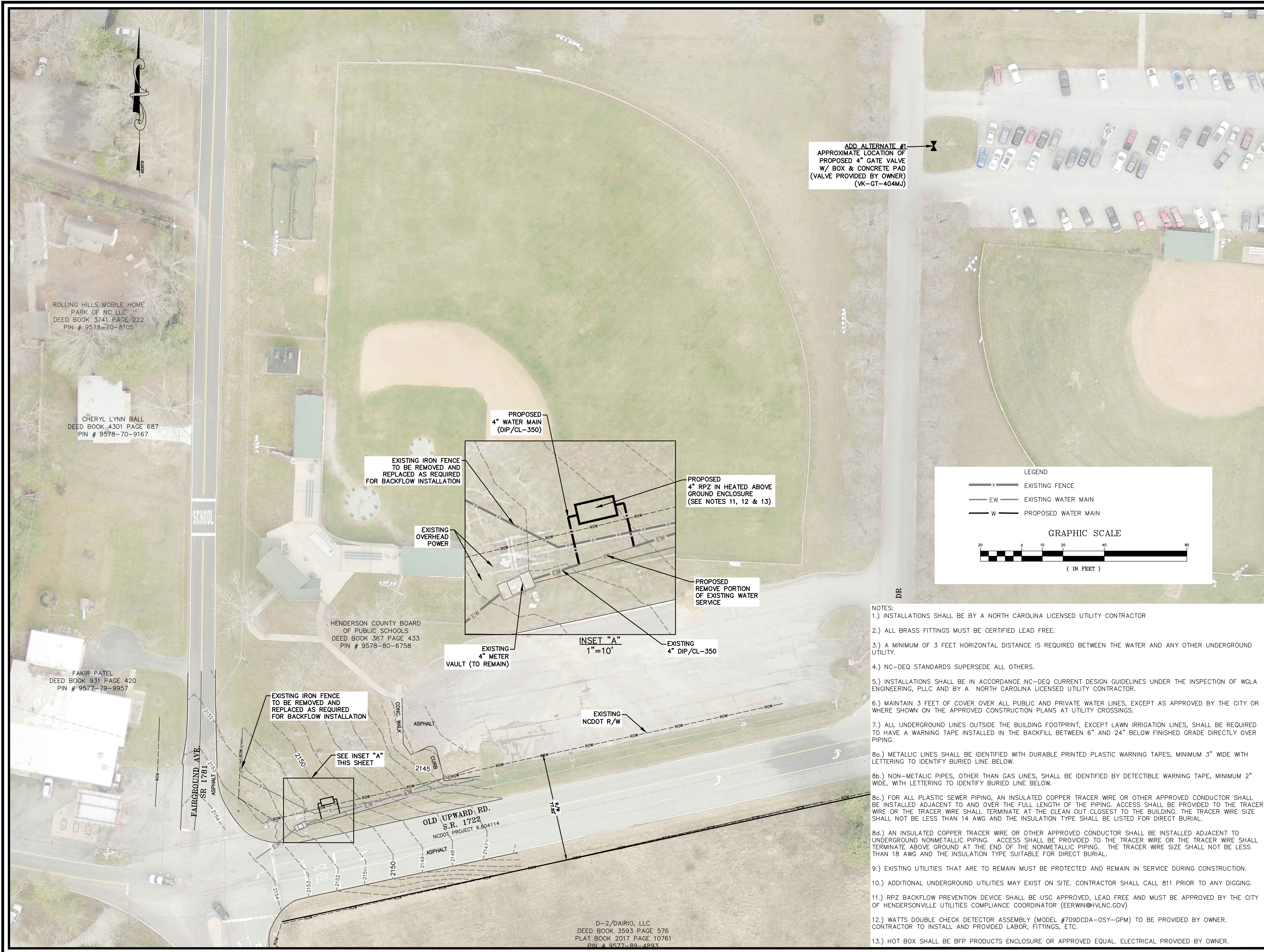
Know what's below.
Call before you dig.

PROJECT NUMBER: 25168
DATE: 4-20-26

WATER SERVICE PLAN

C-500

SCALE: 1" = 20'



ADD ALTERNATE #1
APPROXIMATE LOCATION OF
PROPOSED 4" GATE VALVE
W/ BOX & CONCRETE PAD
(VALVE PROVIDED BY OWNER)
(VK-GT-404MJ)

LEGEND

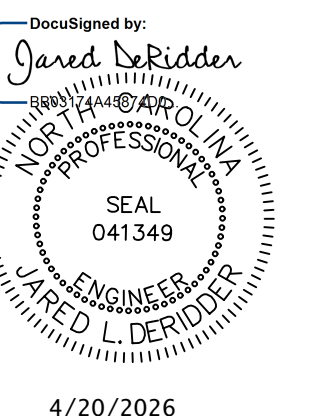
- X— EXISTING FENCE
- EW— EXISTING WATER MAIN
- W— PROPOSED WATER MAIN

GRAPHIC SCALE
(IN FEET)

- NOTES:
- 1.) INSTALLATIONS SHALL BE BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR
 - 2.) ALL BRASS FITTINGS MUST BE CERTIFIED LEAD FREE.
 - 3.) A MINIMUM OF 3 FEET HORIZONTAL DISTANCE IS REQUIRED BETWEEN THE WATER AND ANY OTHER UNDERGROUND UTILITY.
 - 4.) NC-DEQ STANDARDS SUPERSEDE ALL OTHERS.
 - 5.) INSTALLATIONS SHALL BE IN ACCORDANCE NC-DEQ CURRENT DESIGN GUIDELINES UNDER THE INSPECTION OF WGLA ENGINEERING, PLLC AND BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR.
 - 6.) MAINTAIN 3 FEET OF COVER OVER ALL PUBLIC AND PRIVATE WATER LINES, EXCEPT AS APPROVED BY THE CITY OR WHERE SHOWN ON THE APPROVED CONSTRUCTION PLANS AT UTILITY CROSSINGS.
 - 7.) ALL UNDERGROUND LINES OUTSIDE THE BUILDING FOOTPRINT, EXCEPT LAWN IRRIGATION LINES, SHALL BE REQUIRED TO HAVE A WARNING TAPE INSTALLED IN THE BACKFILL BETWEEN 6" AND 24" BELOW FINISHED GRADE DIRECTLY OVER PIPING.
 - 8a.) METALLIC LINES SHALL BE IDENTIFIED WITH DURABLE PRINTED PLASTIC WARNING TAPES, MINIMUM 3" WIDE WITH LETTERING TO IDENTIFY BURIED LINE BELOW.
 - 8b.) NON-METALLIC PIPES, OTHER THAN GAS LINES, SHALL BE IDENTIFIED BY DETECTIBLE WARNING TAPE, MINIMUM 2" WIDE, WITH LETTERING TO IDENTIFY BURIED LINE BELOW.
 - 8c.) FOR ALL PLASTIC SEWER PIPING, AN INSULATED COPPER TRACER WIRE OR OTHER APPROVED CONDUCTOR SHALL BE INSTALLED ADJACENT TO AND OVER THE FULL LENGTH OF THE PIPING. ACCESS SHALL BE PROVIDED TO THE TRACER WIRE OR THE TRACER WIRE SHALL TERMINATE AT THE CLEAN OUT CLOSEST TO THE BUILDING. THE TRACER WIRE SIZE SHALL NOT BE LESS THAN 14 AWG AND THE INSULATION TYPE SHALL BE LISTED FOR DIRECT BURIAL.
 - 8d.) AN INSULATED COPPER TRACER WIRE OR OTHER APPROVED CONDUCTOR SHALL BE INSTALLED ADJACENT TO UNDERGROUND NONMETALLIC PIPING. ACCESS SHALL BE PROVIDED TO THE TRACER WIRE OR THE TRACER WIRE SHALL TERMINATE ABOVE GROUND AT THE END OF THE NONMETALLIC PIPING. THE TRACER WIRE SIZE SHALL NOT BE LESS THAN 18 AWG AND THE INSULATION TYPE SUITABLE FOR DIRECT BURIAL.
 - 9.) EXISTING UTILITIES THAT ARE TO REMAIN MUST BE PROTECTED AND REMAIN IN SERVICE DURING CONSTRUCTION.
 - 10.) ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON SITE. CONTRACTOR SHALL CALL 811 PRIOR TO ANY DIGGING.
 - 11.) RPZ BACKFLOW PREVENTION DEVICE SHALL BE USC APPROVED, LEAD FREE AND MUST BE APPROVED BY THE CITY OF HENDERSONVILLE UTILITIES COMPLIANCE COORDINATOR (EERWIN@HVLNC.GOV)
 - 12.) WATTS DOUBLE CHECK DETECTOR ASSEMBLY (MODEL #709DCDA-OSY-GPM) TO BE PROVIDED BY OWNER. CONTRACTOR TO INSTALL AND PROVIDED LABOR, FITTINGS, ETC.
 - 13.) HOT BOX SHALL BE BFP PRODUCTS ENCLOSURE OR APPROVED EQUAL. ELECTRICAL PROVIDED BY OWNER.

HENDERSON COUNTY BOARD OF PUBLIC SCHOOLS

HENDERSON COUNTY
NORTH CAROLINA



4/20/2026

REVISIONS

DATE	DESCRIPTION



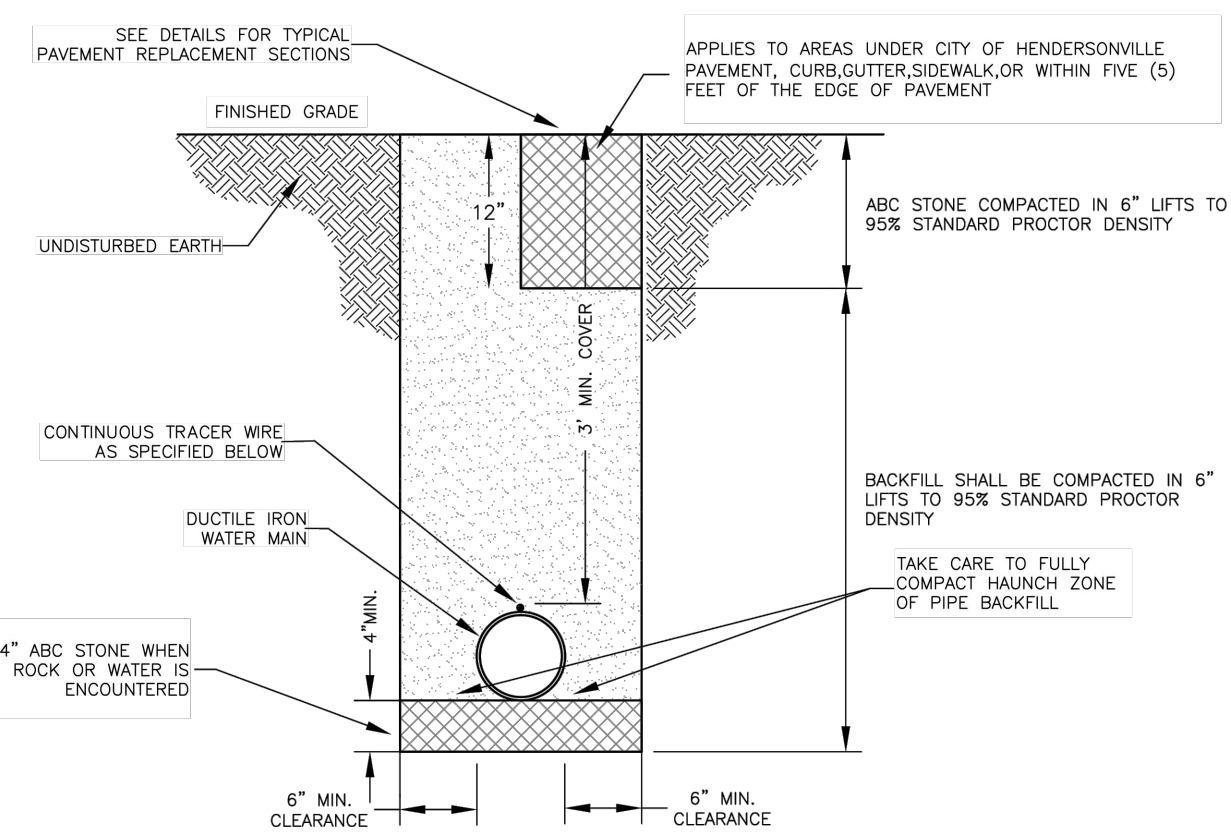
Know what's below.
Call before you dig.

PROJECT NUMBER: 25168
DATE: 4-20-26

WATER SERVICE DETAILS

C-501

SCALE: NTS



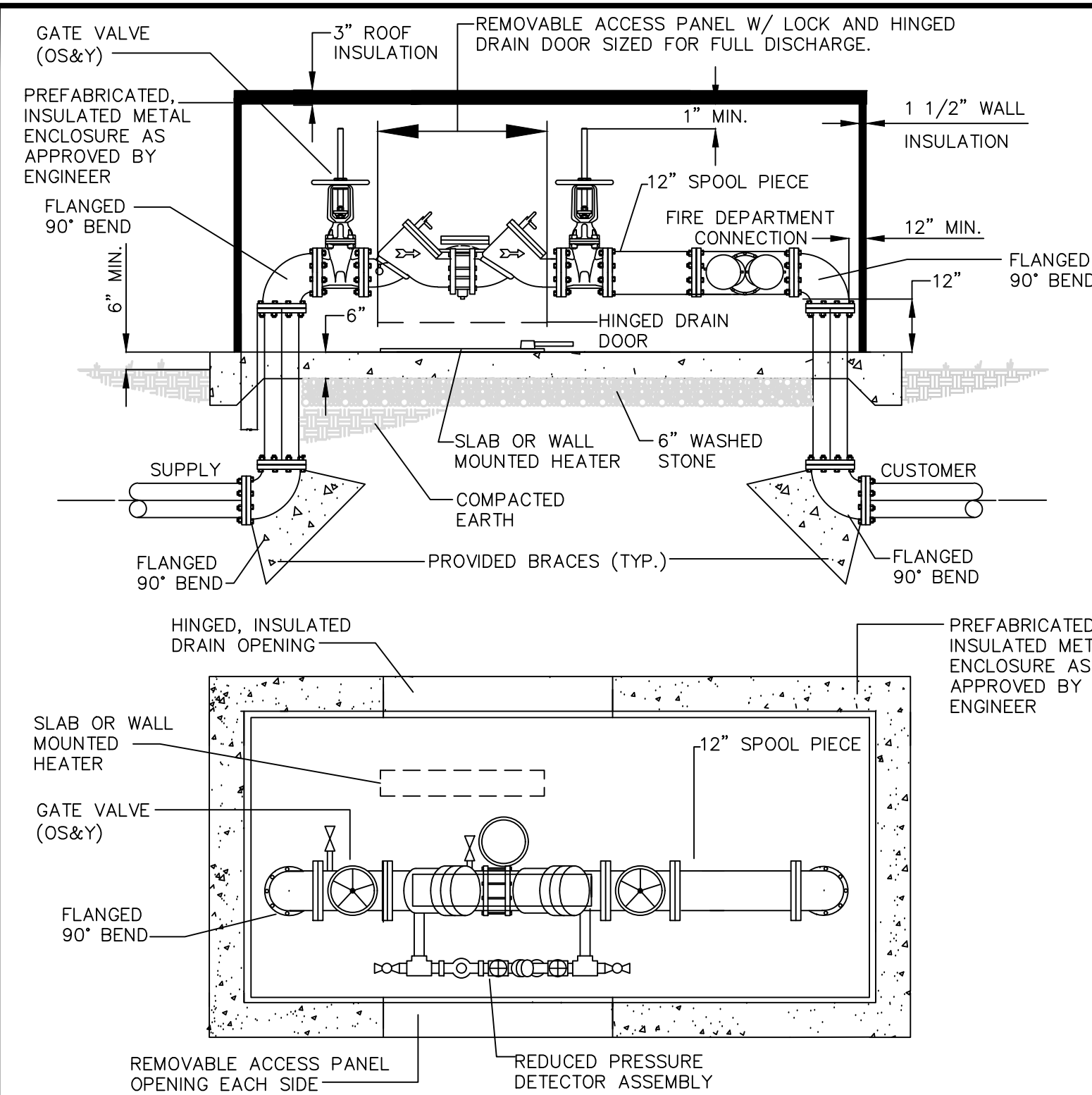
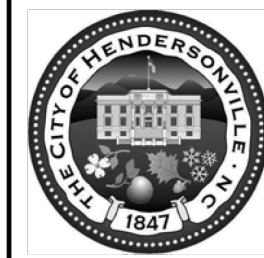
- NOTES:
1. COMPACTION OF BACKFILL SHALL BE ACHIEVED THROUGH THE USE OF AN APPROVED VIBRATORY PLATE TAMPER OR ROLLER. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL COMPACTION REQUIREMENTS.
 2. COMPACTION TESTING OF THE BACKFILL SHALL BE COORDINATED BY THE OWNER WITH TESTING INTERVALS AT THE OWNER'S DISCRETION AND SUBJECT TO CHANGE IF A TEST FAILS. THE CONTRACTOR MUST REMOVE THE DEFECTIVE BACKFILL, REDO THE WORK AND RETEST THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR MEETING THE REQUIRED LEVEL OF COMPACTION AND ENSURING THE PROPER WATER CONTENT IN THE BACKFILL MATERIAL. IF THE WATER CONTENT IS DEEMED INSUFFICIENT FOR PROPER COMPACTION, THE CONTRACTOR SHALL REMOVE THE DEFECTIVE MATERIAL AND PERFORM CORRECTIVE WORK AS DIRECTED BY THE OWNER OR ENGINEER.
 3. TRACER WIRE AND CONNECTORS SHALL BE TRACE-SAFE WATER BLOCKING TRACER WIRE OR EQUIVALENT AS SHOWN IN THE APPROVED PARTS LIST AND APPROVED BY THE ENGINEER. EQUIVALENT TRACER WIRE WILL BE A 19 GAUGE TIN COATED COPPER CONDUCTOR WITH POLYETHYLENE INSULATION, A HIGH-TENSILITY WOVEN POLYESTER STRENGTH ELEMENT INCLUDING WATER BLOCKING YARN, AND AN ABRASION RESISTANT 50 MIL BLUE HOPE OUTER JACKET.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A SAFE WORK ENVIRONMENT WHEN WORKING IN TRENCHES INCLUDING THE USE OF TRENCH BOXES, SHORING, OR BENCHING AS REQUIRED TO PREVENT COLLAPSE AND MAINTAIN STABILITY OF EXCAVATION. ALL TRENCHING OPERATIONS MUST COMPLY WITH THE LATEST OSHA STANDARDS FOR EXCAVATION SAFETY, INCLUDING BUT NOT LIMITED TO THE USE OF PROTECTIVE SYSTEMS IN ACCORDANCE WITH 29 CFR 1926 SUBPART P.

DATE: 07/14/2025 WD DWG. NO.02

SCALE: NOT TO SCALE

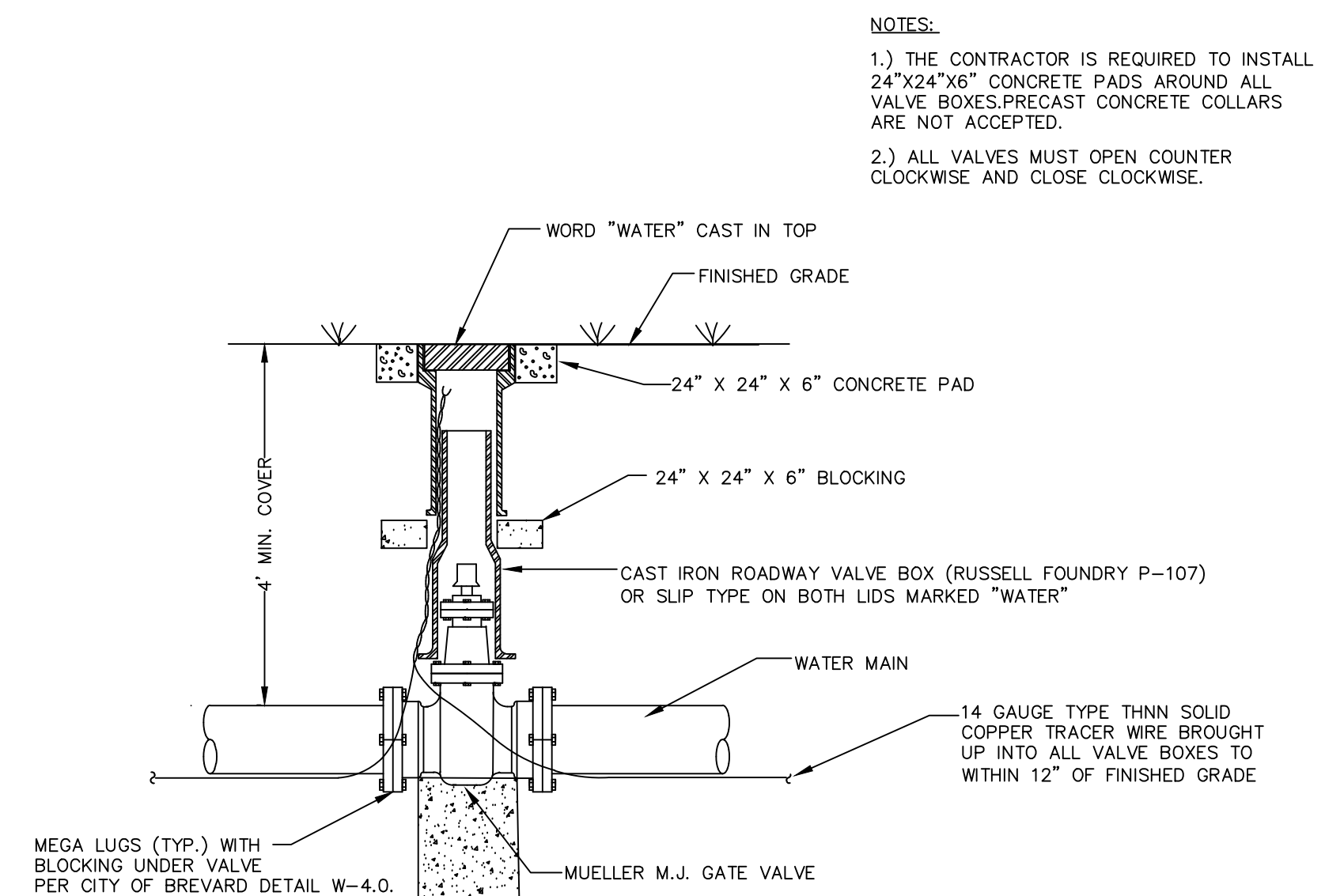
City of Hendersonville Engineering Department
505 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

TRENCH CONSTRUCTION



- NOTES:
- 1.) WHERE SPRINKLER SYSTEMS ARE USED, A FIRE DEPARTMENT CONNECTION SHALL BE PROVIDED ON THE BUILDING OR AS OTHERWISE APPROVED BY FIRE OFFICIAL. CONNECTION LOCATION(S) MUST BE APPROVED BY FIRE OFFICIAL.
 - 2.) AMR ASSEMBLIES REQUIRED FOR THE METER.
 - 3.) THERE SHALL BE A MINIMUM 12" OF FREE CLEARANCE BETWEEN THE SIDES AND BOTTOM OF THE VAULT AND THE BACKFLOW ASSEMBLY.
 - 4.) ISOLATION VALVE #2 REQUIRED WHEN BACKFLOW DEVICE IS NOT INSTALLED ADJACENT TO MASTER METER VAULT.
 - 5.) A PRESSURE REDUCING VALVE (PRV) MUST BE INSTALLED BEFORE THE BACKFLOW PREVENTER IF PRESSURE EXCEEDS 175 PSI. (ALL PRV LOCATED ON A BACKFLOW MUST BE FIRE RATED.)

TYPICAL 4"
FIRE LINE RPZ
N.T.S.



- NOTES:
- 1.) THE CONTRACTOR IS REQUIRED TO INSTALL 24"x24"x6" CONCRETE PADS AROUND ALL VALVE BOXES. PRECAST CONCRETE COLLARS ARE NOT ACCEPTED.
 - 2.) ALL VALVES MUST OPEN COUNTER CLOCKWISE AND CLOSE CLOCKWISE.

TYPICAL
GATE VALVE
N.T.S.

HENDERSON COUNTY PUBLIC SCHOOLS
Water Service Plans for East Henderson High School
Bid Schedule 4/21/2026

Bidder _____

Plans: Henderson County Public Schools - 2026 East Henderson High School - Water Improvements

Bids Due:

Receipt of the following **addenda** is hereby acknowledged:

Addendum No.	Addendum Date	
_____	_____	
_____	_____	
_____	_____	

No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Water Service Plan for EHHS					
1	Mobilization, Insurance, Construction Staking	LS	1	\$ _____	\$ _____
2	Tie Into Existing Water Line	LS	1	\$ _____	\$ _____
3	Install 4" RPZ (RPZ Provided by Owner); Misc. Fittings & Labor by Contractor	LS	1	\$ _____	\$ _____
4	Heated Enclosure with Concrete Pad	LS	1	\$ _____	\$ _____
5	4-IN DIP/CL-350 Water Main	LS	1	\$ _____	\$ _____
6	Seeding & Mulching	LS	Owner	\$ -	\$ -
SUBTOTAL BASE BID					\$ _____

Add Alternate #1					
A1	Install 4-IN Valve w/ Box (Valve Provided by Owner); Misc. Fittings & Labor by Contractor	LS	1	\$ _____	\$ _____

GRAND TOTAL	\$ _____
--------------------	----------

Bidder: _____

Respectfully submitted:

 Company Name (Bidder)

 Signature

 Date

 Name

 Title

 Address

 License Number