

ASHE COUNTY BOARD OF EDUCATION

TENNIS COURT REPAIRS AND IMPROVEMENTS ASHE COUNTY MIDDLE SCHOOL 255 Northwest Lane, Warrensville, NC 28693

Issue Date: May 30, 2025

Response Due Date: July 10, 2025

The Ashe County Board of Education is requesting bids for tennis court repairs and improvements at Ashe County Middle School, 255 Northwest Lane, Warrensville, NC 28693. Information regarding this project may be obtained by contacting Jody Corum, Maintenance Director, at (336) 246-7175 and/or jody.corum@ashe.k12.nc.us. The Contractor is to furnish labor, materials, and equipment. Sealed bids must be received at the Administrative Annex of the Ashe County Schools, 320 South Street, Jefferson, NC 28640 not later than 2:00 p.m. EDT on Thursday, July 10, 2025. The Board of Education reserves the right to waive any informalities, to reject any or all bids, and to accept the bid which it deems to be in the best interest of the Ashe County Schools.

DESCRIPTION OF IMPROVEMENTS AND SCOPE OF WORK

- Removal of existing tennis court surfacing and nets
- Milling and removal of existing asphalt paving
- Supplying and installing approximately 21,000 square feet of new 2" asphalt paving
- Supplying and installing approximately 21,000 square feet of acrylic surfacing suitable for tennis and basketball
- Painting game lines for tennis, pickleball, and basketball
- Supplying and installing tennis court posts, nets, and standards
- Supplying and installing two (2) new basketball goals
- Supplying and installing approximately 2,800 square feet of black coated galvanized fencing

RESPONSE INFORMATION

The attached bid form should be submitted in a sealed envelope addressed as follows:

Ashe County Schools
Central Support Services
320 South Street
Jefferson, NC 28640

Please designate on the envelope "Tennis Court Repair Project."

QUESTIONS REGARDING PROJECT OR BIDDING PROCESS

Questions regarding this project or the bidding process are to be submitted in writing via email to Jody Corum, Maintenance Director for the Ashe County Schools, at jody.corum@ashe.k12.nc.us not later than 2:00 p.m. EDT on Friday, June 27, 2025. Please include Tennis Court Repair Project in the subject line of the email correspondence.

SITE VISITS

Site visits may be scheduled by contacting Jody Corum at jody.corum@ashe.k12.nc.us or (336) 246-7175.

OTHER TERMS

1. No pre-bid meeting will be held for this project.
2. Bidders may not have communications, verbal or otherwise, concerning this project with any personnel of the Ashe County Schools or members of the Ashe County Board of Education except for Jody Corum as stated above. Unauthorized communication may result in rejection of bid.
3. Costs incurred by prospective bidders in the preparation of the response to this Request for Bids are the responsibility of the bidder and will not be reimbursed by the Board of Education.
4. Sealed bids will be opened at 2:00 p.m. EDT on Thursday, July 10, 2025 at the Administrative Annex of the Ashe County Schools, 320 South Street, Jefferson, NC 28675. Bids received after this time will not be accepted.
5. The award "shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract." The Board of Education may consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.
6. The successful bidder will be required to enter into a formal contract that is consistent with the bid requirements.
7. All bids and accompanying documentation will become the property of the Board of Education at the time the bids are opened and will not be returned to the bidder.
8. All bid proposals received are considered public records and available for public inspection after

an award of contract and/or purchase order. According to North Carolina General Statute 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the bidder while attempting to maximize the availability of information to the public.

9. Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of one hundred twenty days (120) after the time and date of opening except as provided by North Carolina General Statute 143-129.1.
10. The person signing the bid must be authorized to contractually bind the bidder with regard to prices and related contractual obligations for the delivery and installation period. BIDS NOT SIGNED WILL BE REJECTED.
11. A deposit equal to not less than five percent (5%) of the bid amount must accompany the bid. The bid deposit may be in any of the following forms:
 - a. Cash
 - b. Cashier's check
 - c. Certified check
 - d. Bid bond executed by a surety licensed in North Carolina

The bid deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required.

12. Performance and Payment Bonds: A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract shall be required. Such bond shall be solely for the protection of the contracting body that is constructing the project.

A payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable shall be required. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor manager at risk is liable.

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 awarding of the construction contract.

13. Pursuant to North Carolina General Statute 147-33.95(g), the Board of Education shall not enter into a contract unless the bidder and each of its subcontractors comply with the E-Verify requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Bidders are directed to review the foregoing laws. The successful bidder must submit a certification of compliance with E-Verify to the Board of Education, and on a periodic basis thereafter as may be required by the Board of Education.
14. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The bidder agrees not to discriminate against any

employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices. Pursuant to North Carolina General Statute 143-48, the Board of Education encourages small, minority, physically handicapped, and women firms to submit bids in response to this request.

15. The bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders should submit with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract.
16. The successful bidder shall indemnify and hold the Board of Education, its agents, and its employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the successful bidder and resulting from the negligence of or the willful act or omission of the successful bidder, its agents, employees, and/or subcontractors.
17. Before commencing any work, the bidder shall procure insurance in the bidder's name and maintain all insurance policies for the duration of the contract of the types and in the amounts required by the contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work by the bidder, its agents, representatives, employees, or subcontractors.
18. Chapter 147, Article 6E of the General Statutes of North Carolina requires certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina that the bidder is not listed on the Iran Final Divestment List created by the State Treasurer. The certification is required when a bid is submitted, when a contract is entered into (if the certification was not already made when the vendor made the bid), and when a contract is renewed or assigned.
19. This project and the contract for this project are subject to applicable requirements for construction and repair projects for North Carolina governmental entities.

FEMA REQUIREMENTS

This project is subject to applicable requirements for FEMA funded projects.

RESERVATION OF RIGHTS

The Board of Education reserves the right to waive any informalities, to reject any or all bids, and to accept the bid which it deems to be in the best interest of the Ashe County Schools.

BID FORM
TENNIS COURT REPAIRS AND
IMPROVEMENTS
ASHE COUNTY MIDDLE SCHOOL
255 Northwest Lane, Warrensville, NC 28693

The undersigned, as bidder, hereby declares that the only person, persons, or entity interested in this proposal as principal is/are named below and that no other person, persons, or entity has any interest in this proposal or in the proposed contract for this project; that this proposal is made without connection with any other person, persons, or entity; and that it is, in all respects, fair and submitted in good faith without collusion or fraud.

Having examined the project specifications, having had the opportunity to visit the site, and being familiar with the project and all requirements for completion of the project, the undersigned proposes to furnish all the materials and perform all the work necessary for the General Construction of the project in strict accordance with the specifications prepared by the Ashe County Board of Education ("Board of Education") for the sum of:

_____ Dollars
(\$ _____). The time required for construction will be
_____ calendar days from the issuance of the owner's notice to proceed.

A certified check in the amount of \$ _____ (5% of the bid amount), or a Bid Bond in the amount of 5% of the bid amount, or a cash deposit in the amount of \$ _____ (5% of the bid amount) is attached hereto.

The undersigned further agrees (1) to provide information required in the bid specifications within ten (10) business days following request by the Board of Education and (2) in case of failure on its part to execute a contract and required bonds within ten (10) business days after written notice of the award of the contract, the check or bid bond accompanying this bid and the monies payable thereon, shall be paid to the Board of Education as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Contractor's State License No. _____

Contractor: _____

By: _____
Signature of Authorized Officer

Printed Name of Authorized Officer

Title of Authorized Officer