

HENDERSON COUNTY PUBLIC SCHOOLS 414 Fourth Avenue West Hendersonville, NC 28739	REQUEST FOR QUOTES # 2025-15	
	Quote due date: 3:00 PM June 12, 2025	
	Indoor Bleacher Removal and Replacement Hendersonville Middle School	
Refer <u>ALL</u> Inquiries to: Joni Huchzermeier, CLGPO, Purchasing Agent Telephone No. 828-697-4733, ext: 2232 E-Mail: jdhuchzermeier@hcpsnc.org		
(See page 2 for mailing instructions.)		

ISSUE DATE: May 30, 2025

PRE-PROPOSAL CONFERENCE/SITE VISIT: There is no pre-proposal conference scheduled, however, Contractor may request a site visit by calling Mr. Chad Dillon, Director of Facilities at 828-553-5056. Vendors are encouraged to visit the site to become knowledgeable with the scope of work to be completed. No consideration will be given at a later date for any misunderstanding.

BID DEADLINE

Quotes, subject to the conditions made a part hereof, will be received due in this office no later than 3:00 pm on Thursday, June 12, 2025 for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

QUESTIONS

All questions regarding this quote shall be addressed in writing to Joni Huchzermeier, CLGPO and emailed to: jdhuchzermeier@hcpsnc.org. Deadline for questions is June 4, 2025. If any modifications to the specifications are necessary, an addendum will be issued.

FAILURE TO COMPLY WITH THE REQUIREMENT WILL RESULT IN REJECTION OF YOUR BID. Bidder is cautioned that any information released to Contractor during site visits, other than that involving the physical aspects of the facilities themselves, and which conflicts with, supersedes, or adds to requirements in this Request for Quotes, must be confirmed by written addendum before it can be considered to be a part of this Request for Quotes document. Bidder bidding otherwise does so at his own risk. Submit all questions in writing as instructed above.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

OFFEROR/VENDOR:		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:	

Offer valid for 45 days from date of opening unless otherwise stated: (See Instructions for Quotes, Item 5). Prompt Payment Discount: _____ % _____ days (See Instructions for Quotes, Item 6).

ACCEPTANCE OF QUOTE

Quotes are subject to rejection unless submitted on this form and all pages returned.

Vendors are encouraged to thoroughly read the '**Instructions for Quotes**' the '**HCPS Standard Terms and Conditions**' which are attached. This information is part of the bid solicitation and Vendor is bound legally to the requirements. The purchase order and these terms shall constitute the 'entire' written agreement between the parties and shall supersede any and all other terms.

By submission of a bid, Bidder certifies and agrees to abide by the attached:

- 1) Standard Contract Terms and Conditions**
- 2) All specifications and requirements listed in the RFQ**

In an effort to support the sustainability efforts of Henderson County Public Schools 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 bids 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.

RETURN INSTRUCTIONS: Mail only one fully executed complete quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time and date of opening. All labeled pages must be returned. **EMAILED BIDS WILL BE ACCEPTED.** **SUBMIT TO jdhuchzermeier@hcpsnc.org** include 'Bid 2025-15' in the subject line.

**DELIVERY BY US POSTAL SERVICE, EMAILED OR
HAND DELIVERED:**

QUOTE NO. 2025-15
HENDERSON COUNTY PUBLIC SCHOOLS
ATTN: Purchasing Division,
Attn: Joni Huchzermeier, CLGPO
414 Fourth Avenue West
Hendersonville, NC 28739

QUOTES MAY BE EMAILED TO:

jdhuchzermeier@hcpsnc.org

Please include 'BID 2025-15' in the subject line.

**** FAXED BIDS WILL NOT BE ACCEPTED ****

TABULATIONS: Verbal tabulations of quotes and award information can be obtained by calling the purchasing division listed on the first page of this document.

***** TRANSPORTATION CHARGES:** *All transportation charges must be prepaid, FOB and included in quote.*

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time.

INSTRUCTIONS FOR QUOTES

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 quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, Henderson County Public Schools Conditions and the Federal Uniform Guidance Contract Provisions. Henderson County Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. 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. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
4. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 days for consideration and acceptance.
5. **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.
6. **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.**
7. **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 quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** Henderson County Public Schools encourages 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.
9. **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. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
10. **ACCEPTANCE AND REJECTION:** Henderson County Public Schools reserves the right to reject any and all quotes for sound documented reasons, to waive any informality in quotes 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.
11. **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 quote. Such information may be considered in the evaluation of the quote.
12. **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.
13. **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 quote opening. Otherwise the samples will become Henderson County Public Schools property. Each individual sample must be labeled with the offeror's name, quote 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.
14. **PROTEST PROCEDURES:** When an Offeror wants to protest a contract award pursuant to this solicitation they must submit a written request to the Purchasing Officer at the address given in the Request for Quotes entitled "Mailing Instructions". This request must be received in the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and 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. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award.
15. **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.

HENDERSON COUNTY PUBLIC SCHOOLS
STANDARD TERMS & CONDITIONS

The Contract, Henderson County Public School's Standard Terms and Conditions, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede 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.

1. E-Verify: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
2. 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 Schools 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.**
3. 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.
4. 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.
5. 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. The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance: 1. The State Auditor. 2. The internal auditors of the affected department, agency or institution. 3. The Joint Legislative Commission on Governmental Operations and

legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

6. 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.

7. 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.

8. 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.

9. 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. Henderson County Public Schools is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
10. Liability Insurance: It is understood and agreed between the parties that each person performing services under the Contractor shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property.

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

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 cost shall be in excess of the limit of liability.

Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages 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.

11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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
29. 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.
30. Iran Divestment / Divestment From Companies that Boycott Israel: By acceptance of the Agreement, Contractor affirms that it, or any Subcontractor hired by Contractor, is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which was created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58. It is the responsibility of each Contractor to monitor its Subcontractor's compliance with this restriction.
31. Notice: Any notice required or desired to be given under the Contract shall be deemed given if in writing and sent by certified mail to the principal office of Henderson County Public Schools at: 414 Fourth Avenue West
Hendersonville, NC 28739
Attention: Purchasing Agent

32. 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.
33. Performance and Default: 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.

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.

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.

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.

34. 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.
35. Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Henderson County Public Schools for loss of damage of such property.
36. 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.
37. 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 one 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.
38. 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.

39. **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); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

SECTION 1: INTENT, USE, DURATION AND SCOPE

The purpose of this Request for Quotes (RFQ) is to obtain pricing from Vendors to remove and replace all existing bleacher seats at Hendersonville Middle School. Includes the following: Removal and disposal of all existing Interkal bleacher seats. Provide and install all new Hussey Courtside 10” seats **or equivalent.** Engineered to order seat brackets and all hardware. New seats will be #187 Bright Red **or equivalent.** Please include details of alterations needed to make up any difference in row lengths based on the model of seats you are quoting to replace the Interkal bleacher seats and the length of rows established. **IMPORTANT:** Color of seats must be pre-approved by Director of Facilities, Chad Dillon before order is placed.

Bidding will be in accordance with the terms and conditions of the Request for Quotes.

SECTION 2: SCOPE OF WORK

1. **PRE-PROPOSAL CONFERENCE/SITE VISIT:** There is no pre-proposal conference scheduled, however, Contractor may request a site visit by calling Mr. Chad Dillon, Facilities Director at 828-553-5056. Vendors are strongly encouraged to visit the site to become knowledgeable with the scope of work to be completed. No consideration will be given at a later date for any misunderstanding.
2. Vendor shall submit with their bid response detailed information.
3. Vendors will ensure that all replacements function properly. The HCPS Director of Facilities shall sign off and approval all completed work before payment is issued.
4. Vendors will dispose of any/all packing materials (boxes, plastic, or other shipping materials) used in the performance of the contract.
5. Vendors will upon completion of the installation, clean the immediate work area.
6. Vendors will establish lines of communications with the Director of Facilities providing reports and updates of the removal and installation scheduling, and any unforeseen complications that require additional support or resources from the Henderson County Public Schools Maintenance Department.
7. Most work can be conducted Monday thru Friday during normal school hours. Weekend and evening work may be conducted only with prior approval and coordination with Mr. Chad Dillon, Director of Facilities

SECTION 3: DELIVERY & INSTALLATION SCHEDULE

Delivery and installation shall be completed no later than August 1, 2025.

State your guaranteed delivery and installation date below:

All units are guaranteed to be delivered and installed no later than _____, 2025.

Please list any other information or details regarding delivery and installation that may be relevant to Henderson County Public Schools during the evaluation process. **Henderson County Public Schools reserves the right to make the delivery and installation schedule offered a factor in the award of any contract resulting from this Request for Quotes.**

Details:

SECTION 4: WORKSITE CONDUCT

Vendor shall at all times obey the rules and restrictions of the Henderson County Public Schools System pertaining to conduct while on school property. All employees of the vendor must ‘sign in’ in the main office upon entering the facility and must ‘sign out’ upon leaving the property. While on Henderson County Public School’s property, employees of the Vendor shall wear some form of identification showing the company name or logo, either by identification badge or by clothing (shirts, uniforms, hats).

NO TOBACCO PRODUCTS, ALCOHOLIC BEVERAGES OR WEAPONS ARE ALLOWED ON SCHOOL PROPERTY

SECTION 5: DESCRIPTIVE LITERATURE

Vendors are required to provide complete descriptive literature, specifications and other pertinent data necessary for evaluation with their bid package. Vendors are cautioned that any/all information furnished or not furnished with the bid may be used as a factor in determining the award of this contract.

SECTION 6: 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 12 months or manufacturer’s warranty, whichever is greater. Such replacement shall include all costs associated with the repair (materials, labor, travel).

***** Warranty: Please list warranty type and length below.**

A. Bidder is manufacturer authorized to repair equipment offered during the warranty period?

Yes _____ No _____

B. Will Bidder perform Warranty Service?

Yes _____ No _____

If Yes to B, complete this section:

Contact Person _____

Telephone Number Toll-free _____
Number _____
Address of Service _____
Facility _____

If No to B, complete this section: (Who will perform the Warranty)

Contact Person _____
Telephone Number Toll-free _____
Number _____
Address of Service _____

SECTION 7: VENDOR QUALIFICATIONS/EXPERIENCE

Vendor shall be licensed to engage in business in the state of North Carolina and qualified to provide the supplies and services as outlined in this agreement. The contractor shall give all notices and comply with all statutes, laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. Vendor shall notify owner if it utilizes any Sub Contractor to perform any portion of the work required in this RFQ.

Vendor represents and warrants that (i) it is duly qualified to provide the equipment and services as required in the RFQ, (ii) it will provide the services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the requirements listed in the RFQ, and (iv) it shall perform the services in compliance with applicable laws, statutes, ordinances, codes, rules, regulations & current industry standards.

It is Vendor's responsibility to ensure that any Sub Contractor utilized in the performance of the contract meets the requirements listed above.

SECTION 8: REFERENCES

Vendor must demonstrate that they have a successful record of experience in providing the type of equipment and installation required in this RFQ for its proposal to be considered for award.

List below at least three (3) references where Vendor has completed the scope of work similar to what is required in this RFQ.

CLIENT	ADDRESS	PERSON TO CONTACT	PHONE NUMBER

SECTION 9: PRODUCT RECALL

Vendor assumes full responsibility for prompt notification of any product recall in accordance with the applicable state and federal regulations.

SECTION 10: VENDOR OFFER

Bid must be submitted on the forms provided herein. ALL pages of the bid document must be submitted in order for bid to be considered for award. Bids submitted in any other format, or without all pages, may be subject to rejection.

SECTION 11: MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)

Henderson County Public Schools invites, encourages, and promotes full and equal access for participation in this procurement process by minority-owned, women-owned, small business enterprises, as well as, other responsible vendors.

Is your company a certified M/W/SBE Business? Yes _____ No _____

If Yes, please check the applicable category below:

- Minority Owned Business
- Women Owned Business
- Small Business Enterprise
- Other _____ (please specify)

Suppliers and Contractors who conduct business with Henderson County Public Schools should support the M/W/SBE program by making an effort to engage minority, women, and small businesses in the use of any subcontractors for goods and services they provide to Henderson County Public Schools to the extent available.

Does Vendor agree when using subcontractors to take the required steps to assure that minority-owned, women-owned and small business enterprise vendors are used when possible?

Yes _____ No _____

SECTION 12: PAYMENT

Payment shall be made by Henderson County Public Schools to Vendor Net 30 days after receipt of correct invoice or delivery/installation of equipment, whichever is later. This is not a capital improvement as defined by the North Carolina Department of Revenue. Vendor is required to list materials and labor separately on the invoice and both shall be subject to NC sales tax. Henderson County, NC Sales Tax Rate is 6.75%.

SECTION 13: AWARD CRITERIA

As provided by statute, award will be based on the lowest, responsible, responsive bidder as determined by consideration of:

- 1) Prices offered.
- 2) Conformity with specifications and requirements listed in the RFQ.
- 3) Agreement with all Terms and Conditions.
- 4) Guaranteed delivery/installation schedule.
- 5) Transportation Charges.
- 6) Quality of equipment or products offered.
- 7) Demonstration of proposed equipment, if required.
- 8) General reputation and performance capabilities of the bidder (including past performance).
- 9) Suitability of items for intended use.

The Henderson County Board of Education reserves the right to reject any or all bids for any or no reasons.

