



**Parking Lot Milling & Repaving Project  
Formal Bid: IFB-2026-20**

Overhills Middle School

Bids Will Be Opened  
**2:00 PM, May 28, 2026**

at

Maintenance Department  
1500 South Main Street  
Lillington, NC 27546

Prepared By  
Harnett County Schools Purchasing Department

## INVITATION FOR BID

Pursuant to North Carolina General Statutes 143-128 and 143-129, sealed bids endorsed “**Parking Lot Milling & Repaving Project, IFB-2026-20**” will be received by Harnett County Schools Purchasing Department until the date and time listed above and publicly opened at the Maintenance Department. The Owner reserves the right to reject any or all proposals. Should fewer than three bids be received, the project will have to be re-advertised.

Bidders must be properly licensed at the time of bid as required by Chapter 87 of the North Carolina General Statutes. 100% Performance & Payment Bonds will be required of the awarded contractor.

For instructions on submitting proposals, contact Garland McDowell at [gmcowell@harnett.k12.nc.us](mailto:gmcowell@harnett.k12.nc.us), Subject: **IFB-2026-20 Parking Lot Project** (preferred) or 910-814-3451 during normal business hours. Bidders are encouraged to carefully read and understand the contents of the bidding documents. These bidding documents are available at [harnett.k12.nc.us/page/building-projects-and-bid-opportunities](http://harnett.k12.nc.us/page/building-projects-and-bid-opportunities)

Technical questions concerning this bid should be submitted electronically to Garland McDowell at [gmcowell@harnett.k12.nc.us](mailto:gmcowell@harnett.k12.nc.us) End of Question period is 2:00 PM, May 20, 2026.

### Mandatory Pre-Bid/Site Visit

A mandatory Pre-Bid/Site Visit will be held at **10:00 a.m. on May 13, 2026, at Overhills Middle School, 2711 Ray Road, Spring Lake, NC 28390.**

The purpose of this site visit is to allow contractors to inspect the project area, evaluate existing conditions, and conduct any necessary due diligence prior to submitting a bid. HCS staff will be available to answer technical questions concerning the scope of work and project requirements.

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINITION OF TERMS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms used herein:

1. The term “Owner” means the Harnett County Schools or Board of Education, whichever is applicable to the Contract.
2. The term “Contract” means the executed agreement between the Owner and the successful bidder, all documents contained herein, and all other documents required by the Owner and/or law to execute said agreement.
3. The term “Contractor” means the individual or entity with whom Owner has entered into the agreement.

### **2. SPECIFICATIONS**

It is necessary from time to time to revise otherwise standard specifications. Therefore, it is to the interest of each and every bidder to carefully read the documents contained herein before submitting prices.

### **3. BIDDER’S QUALIFICATIONS**

For projects exceeding \$40,000, consideration will be given only to Contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina Licensed General Statutes to bid and perform the work described herein as the general contractor. In addition, the Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to consider as unqualified for construction any Bidder who does not perform with his own forces a minimum of ten percent (10%) of the work involved in improvements embraced in this contract.

Awarded contractor shall be authorized to conduct business in the state of North Carolina as found by checking the Secretary of State website and/or Register of Deeds office, indicating proper registration and active status. This is a condition of executing the contract.

### **4. INTERPRETATION OF QUANTITIES IN PROPOSAL**

The quantities contained in the Proposal are approximate only and the Owner may increase or decrease the quantities as deemed necessary. Compensation received by the Contractor shall be based upon actual quantities that are completed and accepted in accordance with the terms of the Contract.

### **5. INTERPRETATION AND ADDENDA**

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Director of Purchasing. Any inquiry received seven days (7) days or more prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addendum to the Contract Documents and, when issued, will be on file in the office of the Purchasing Department at least five days (5) before the bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the bidders responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

## 6. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the construction project. Each bidder should fully inform himself as to the facilities involved and the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions. The Owner will be justified in rejecting any claim based on facts that the bidder should have been aware of as a result of his site inspection.

## 7. PREPARATION AND SUBMISSION OF BIDS

**Please read all instructions carefully before preparing and submitting your bid.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

- a. The itemized Proposal form furnished herein shall be used and shall not be altered in any manner. **You may include only the required forms – see Item 17.**
- b. All entries on the itemized proposal form shall be written in ink.
- c. The total amount bid shall be written in the proper place on the itemized proposal form.
- d. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. **Do not use “White Out” or similar product to make corrections.**
- e. The bid shall be properly executed. All bids shall show the following information:
  1. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  2. Name of individual or representative submitting bid and position or title.
  3. Name, signature, and position or title of witness.
  4. Contractor's License Number (If available)
- f. Bids submitted by corporations shall bear the seal of the corporation.
- g. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- h. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

## 8. CORRECTION OF BID ERRORS

Corrections to bid forms by bidders shall be made by crossing out incorrect numbers and writing in correct numbers, then initial. Do NOT use white out! Line-item subtotals will prevail in event of discrepancies.

## 9. UNBALANCED BIDS

The Contractor shall not submit a bid containing any unbalanced bid prices. Any unit or lump sum bid price that does not reflect reasonable actual costs that the Contractor anticipates for the performance of the item(s) in question along with a reasonable proportional share of the Contractor's anticipated profit, overhead cost, and other indirect costs is an unbalanced bid price. **Any bid containing unbalanced bid prices may be deemed non-responsive and rejected.**

**10. COLLUSIVE AGREEMENTS**

Each bidder submitting a bid to the Owner for any portion of work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit, substantially in the forms provided herein, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted. Before executing any subcontract agreement, the successful bidder shall submit the names of any proposed subcontractors for prior approval and an affidavit substantially in the form provided herein.

**11. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested.

**12. MATERIALS**

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Owner evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

**13. ERRORS, OMISSIONS, AND DEVIATIONS**

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

**14. TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be considered.

**15. MINIMUM NUMBER OF BIDS (Formal Contracts Only)**

North Carolina General Statute 143-129 and 143-132 prohibits the awarding of a formal contract unless at least three (3) competitive bids are received from reputable and qualified contractors. Therefore, if fewer than three (3) such bids are received, they will not be opened but returned to the contractors; and the project may be re-advertised.

Formal contract thresholds are as follows:

Harnett County Schools-funded projects: \$250,000.00

State and Federal funded projects: \$500,000.00

**16. RECEIPT AND OPENING OF BIDS (Formal)**

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered per the bid advertisement. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:

Garland McDowell-Purchasing Department  
PO Box 1029  
Lillington, North Carolina 27546

The envelope-containing Bid shall be marked as follows:

Upper left hand corner

Bidder's Name

Bidder's Address

Lower left hand corner

IFB-2026-20 Parking Lot Project OHMS

May 28, 2026, 2:00 PM

Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.

Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

### **17. ITEMS REQUIRED TO BE EXECUTED WITH THE BID (Formal Contracts)**

**Failure to execute the following with the bid will be considered a non-responsive bid and the bid will not be considered:**

- \_\_\_\_\_ The required Bid Guarantee (Please place in a separate, sealed envelope, marked as such, and attach to the envelope containing the bidder's proposal
- \_\_\_\_\_ Bid Proposal page with prices written or typed
- \_\_\_\_\_ Bid Authorization page with notarized signature
- \_\_\_\_\_ Non-Collusion Affidavit of Prime Bidder
- \_\_\_\_\_ Sexual Offender Registry Check Certification Form
- \_\_\_\_\_ Certification Regarding Conflict of Interest
- \_\_\_\_\_ E-Verify Compliance
- \_\_\_\_\_ Addenda (include if issued)

NOTE: The Contractor may be asked elsewhere in this proposal to submit additional forms or information specific to this project with their bid. If such is requested by the Owner or its consultant, **failure to submit such as noted may be construed as non-responsive and the bid may not be considered.** Therefore, please review the entire proposal carefully.

### **18. M/WBE PARTICIPATION FOR FORMAL CONTRACTS**

This Project is classified as a construction/repair project that does not involve a public building. Therefore, the minority participation requirements and verifiable percentage goals established under G.S. 143-128.2 are not applicable to this solicitation.

Accordingly:

- A minimum HUB participation goal is not established for this project.
- Bidders are not required to submit HUB participation affidavits (including Affidavit A,B,C, or D).
- Bids will be evaluated without consideration of HUB participation percentage.

**Bidders are strongly encouraged to make good faith efforts to solicit and utilize Historically Underutilized Business (HUBs) for subcontracting and supplier opportunities where practicable.**

Harnett County Schools remains committed to providing opportunities for Historically Underutilized Businesses consistent with applicable laws and policies. Firms choosing to utilize HUB-certified subcontractors or suppliers may do so at their discretion.

## 19. BID GUARANTEE – REQUIRED

- A. Each proposal shall be accompanied by a cash deposit, a cashier's check or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount not less than five percent (5%) of the proposal; or in lieu thereof, a bidder may offer a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bond; conditioned that the surety will upon demand forth with make payment to the oblige upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the surety shall pay to the oblige an amount equal to the amount of said bond. The deposit shall be retained if the successful bidder fails to execute the contract within ten days (10) after notice of award or fails to give satisfactory surety required herein. **Bid Guaranties should be sealed in a separate envelope, marked as such, and attached to the envelope containing the bidder's proposal.** Checks are to be made payable to the Harnett County Schools. Facsimile bid bonds will not be accepted.
- B. A refund of any cash deposits, made by unsuccessful bidders, will be issued as soon as the bids have been awarded by the Harnett County Schools, and/or any concurring entities when applicable.

## 20. PERFORMANCE AND PAYMENT BOND – REQUIRED

- A. Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:
1. 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. Such bond shall be solely for the protection of the contracting body which awarded the Contract.
  2. 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. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.
- B. Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantee or surety company licensed to do business in the State of North Carolina **and the agent MUST be a North Carolina resident.**

The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids. If the successful bidder fails to provide satisfactory surety, the Owner shall retain the bid guarantee as outlined in these instructions.

## 21. SUBCONTRACTORS

This project is a formal construction/repair project that does not involve the erection, construction, alteration, or repair of a public building. Therefore, the subcontractor identification requirements under N.C.G.S. § 143-128(d), which apply to certain public building projects, are not required for this solicitation.

However, the bidder shall remain fully responsible for all work performed under the contract, including any work performed by subcontractors. Harnett County Schools reserves the right to request information regarding any subcontractor proposed to perform work on the project, and all subcontractors shall comply with the requirements of the contract documents, applicable laws, safety requirements, insurance requirements, and project specifications.

## **22. WARRANTY**

The Contractor shall guarantee all materials, workmanship and construction for a period of one year (or the period stated in the bid specifications if greater) from the date of acceptance. During the warranty period, any defects, malfunctions or failures, which affect the integrity or strength of the product or its ability to perform the task for which it was designed, shall be repaired or replaced at the Contractor's expense. The Performance Bond, if applicable, shall remain in full effect through the warranty period.

## **23. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or electronic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn after the public opening if an unintentional, substantial error is made by the contractor, and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a bid must be made in writing to the Owner's representative within seventy-two hours (72) after the opening of bids. Any bidder considering a withdrawal should acquaint himself with the provisions of North Carolina General Statute 143-129.1.

## **24. AWARD OF CONTRACT; REJECTION OF BIDS**

- A. The Owner reserves the right to hold bids for a period of sixty (60) days, unless specified otherwise in the advertisement for bids, after the bid opening before awarding the Contract for the purpose of reviewing the bids and investigating the qualifications of the Bidders.
- B. The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The apparent winning bidder will be notified of these intentions at the earliest possible date. The Owner, however, may at its sole discretion reject any or all bids submitted and to waive any informality in the bidding procedures. The Owner reserves the right to award a contract that is in the best interest of the Harnett County Schools.
- C. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

## **25. INSURANCE REQUIREMENTS**

The successful bidder will be required to show proof of insurance as outlined in the General Insurance Requirements below. **The Harnett County Schools must be named as additional insured.** Work shall not begin until this provision has been satisfied and a Purchase Order issued.

## **26. EXECUTION OF AGREEMENT**

The successful Bidder will be required to execute a Construction Contract herein included by reference within ten days (10) days after award and presentation of contract documents. The successful bidder(s) shall execute and deliver to the Owner in such number of copies as the Owner may require. The failure of the successful bidder to execute such agreement within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and

the Owner reserves the right to either award the contract to the next lowest responsible bidder or re-advertise for bids. If the successful bidder fails to execute the contract, the Owner **may** retain the bid guarantee as outlined in these instructions.

## **27. TERMINATION**

Unless otherwise agreed upon in writing by the parties, this Agreement may be terminated by either party for convenience with no less than ten calendar days' notice. In the event of termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall promptly discontinue all Services affected (unless a termination notice from the Owner directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall (i) promptly discontinue all Services affected (unless a termination notice from the Owner directs otherwise); and (ii) deliver to the Owner all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Services herein. Other than being paid for Services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect, special, and consequential damages. In the event that the Owner terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of this Agreement, or in the event that the Contractor terminates this Agreement for convenience or otherwise, the Owner may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

## **28. PERFORMANCE OF THE CONTRACT**

The Harnett County Schools may disqualify Contractors from bidding on contracts of the Owner if a Contractor fails to perform satisfactorily on past or current projects. Failure to complete work within contract time limits and/or meeting required quality levels are factors that could make a Contractor ineligible to bid on future Owner projects. Satisfactory performance on a job includes performing work to Owner standards (including all safety and labor laws), working cooperatively with the Owner's inspector and citizens, and completing the project in the time period stated in the contract.

## **29. OSHA COMPLIANCE PLAN/POLICY**

The Contractor shall comply with all applicable federal, state, and local safety, health, and environmental regulations, including but not limited to standards established by the Occupational Safety and Health Administration (OSHA)

The Contractor is solely responsible for:

- Maintaining a safe work environment for all employees, subcontractors, and the public
- Ensuring all work is performed in accordance with applicable OSHA standards, including construction safety requirements under **29 CFR Part 1926**
- Providing all necessary safety equipment, training, supervision, and protective measures
- Implementing and enforcing site-specific safety protocols and hazard controls

The Contractor shall take all necessary precautions to protect:

- School staff, students, and visitors
- Adjacent property and facilities
- Ongoing operations at the project site

Any unsafe conditions or practices identified by Harnett County Schools must be corrected immediately by the Contractor at no additional cost to the Owner.

Failure to comply with applicable safety regulations may be grounds for: Suspension of work, Removal from the project site, or Termination of the contract.

### **30. BID PROTEST PROCEDURE**

Any party which is a prospective bidder, Offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, Offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of Owner transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Harnett County Schools Board of Education, PO Box 1029, Lillington, NC 27546 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

After careful consideration of all relevant information and consultation with the BOE Attorney, the Owner shall make a written decision.

A decision of the Owner may be appealed to the Board of Education, depending on the type of bid. An appeal must be in writing and be delivered to the Board of Education, 601 South Main Street, Lillington, N.C. 27102, within seven (7) calendar days of the date of the Owner's faxed or emailed decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

### **31. PAYMENTS TO SUBCONTRACTORS *(see also section Final Payment)***

Based upon concerns about the non-payment of subcontractors and efforts to hold contractors accountable for paying subcontractors in a timely manner, the Owner's Ordinance related to the disqualification of bidders has been amended to allow the Owner to remove a bidder from the bidders' list for future Harnett County School construction and repair contracts for failure to make, on more than one occasion with the same or a different subcontractor and on the same or a different Owner project, timely payments to subcontractors without a reasonable basis, as determined by the owner, for such payment failure. The contractor has an opportunity to appeal the Owner's removal decision to Board of Education. If said decision is not appealed or an appeal is not timely filed, the decision becomes final. The period of removal shall not exceed three years. The current ordinance

provides a requalification process which the contractor may pursue upon expiration of the removal period.

### **32. FAMILIARITY WITH LAWS**

It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract.

It is the expectation of the Owner that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving Owner funds.

The Contractor agrees that in carrying out the contract he will comply with all applicable, federal, state and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

#### **EQUAL EMPLOYMENT OPPORTUNITY / ADA**

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act ([www.ADA.gov](http://www.ADA.gov)) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, gender, political affiliation, national origin or handicapped.

#### **AMERICAN WITH DISABILITIES ACT (ADA)**

The contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) ([www.ADA.gov](http://www.ADA.gov)) as amended from time to time and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder.

### **33. ETHICS POLICY / CODE OF CONDUCT**

The Harnett County Schools has established guidelines for ethical standards of conduct for Owner representatives and to provide guidance in determining what conduct is appropriate in particular cases. Owner representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public

servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the Harnett County Schools desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the Board Operations Policies (2000 -2130), click the following link: <https://v3.boardpolicyonline.com/b/bl/harnett/s/-4-2>

### 34. TAXES

FEDERAL: The Harnett County Schools are exempt from and will not pay Federal Excise or Transportation taxes.

STATE: Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

### 35. NORTH CAROLINA SALES TAX

The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Owner may not apply for a refund of sales and/or use taxes paid in North Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina (which the Owner may apply for a refund - see first paragraph of this section) on each monthly estimate, provided he bills them separately. Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor will not be reimbursed by the Owner are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc. The Contractor shall complete a "Certificate for North Carolina Sales Tax" form (included at the end of this document).

In addition, the Contractor shall attach invoices (or copies of invoices) from his vendors covering sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). The Contractor shall apply for sales tax reimbursement with each monthly estimate, and within sixty (60) days of the date the item was purchased. The Contractor willfully forfeits reimbursement if submittal is not made within allotted time. The Contractor is not eligible for any reimbursement of sales tax after final payment is made.

### 36. FINAL PAYMENT

Prior to final payment, the Contractor will be required to submit the *Contractor's Affidavit, Release and Waiver of Claims* form as shown at the end of this proposal and any other required affidavits or forms required in this contract (i.e. M/WBE reporting forms, warranties, etc.). Payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work.

Whenever in the opinion of the Owner the work proposed shall have been completely performed on the part of the Contractor and after the final acceptance of the work, the Owner will proceed with all reasonable diligence to make the final payment, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract. The Contractor hereby further

agrees that it shall not be entitled to demand or receive payment on partial or final estimates, except in the manner set forth in the Contract. The Contractor further agrees to procure full releases of all claims from all persons who have furnished materials or labor for the work.

### **37. RETAINAGE**

N.C.G.S. 142-134.1- prohibits retainage on public projects that cost less than \$100,000.00 in total. For projects over \$100,000.00 the owner may retain no more that 5% per periodic payment owed to the prime contractor until the project is 50% complete. At 50% completion no further retainage is allowed as long as performance is satisfactory. Release of all retainage is required upon beneficial occupancy of the project or when a certificate of substantial completion is issued. The owner may, at its discretion, retain up to 2 ½ times the value of remaining work in order to secure completion or correction of that work. The Owner may withhold greater amounts of retainage for unsatisfactory job progress, defective construction not remedied, disputed work, or third- party claims filed against the Owner or reasonable evidence that a third-party claim will be filed.

### **38. FINANCIAL CAPACITY and RESOURCES**

In determining the lowest responsible, responsive bidder, the Owner will conduct an evaluation of the financial capacity, strength and resources of the contractor in an effort to ensure timely and satisfactory completion of the project and to protect the Owner from the risk of default by a contractor due to financial instability. The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among contractors. Relevant information regarding judgments, liens, litigation and bankruptcy filings, which may materially affect a contractor's financial strength or position, will be examined. In addition to credit ratings and credit reports, bank and vendor references may be used to evaluate the credit worthiness of each contractor. The Owner may also look at other facts including but not limited to the years of experience in performing similar work/projects, timeliness in paying subcontractors and demonstration of the contractor's ability to obtain sufficient levels of liability and property damage insurance. The Contractor understands that if the Owner determines that the Contractor's financial capacity, strength and resources are inadequate for the project or contract upon which the Contractor has placed a bid, the Owner may consider and reject the Contractor/Contractor's bid as the lowest responsible responsive bidder/ bid.

### **39. OUTSTANDING DEBT OR OBLIGATION**

See also "Financial Capacity and Resources". If there is an outstanding debt or obligation due the Owner, Contractor acknowledges that the Owner reserves the right to not award this contract or to structure a payment agreement with said Contractor. The Owner may otherwise opt to offset any payments otherwise due the Contractor for this contract, and Contractor must agree to such terms if awarded this contract. If the Contractor assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the Owner.

### **40. RIGHT TO AUDIT**

To confirm compliance with the terms of this Agreement, the local, state, and federal laws and regulations, the Owner may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of Owner or by independent certified public accountants designated by the Owner. The Contractor shall permit the aforementioned inspection,

audit, and examination, and where necessary, the Owner to make copies of documents verifying compliance as indicated herein.

#### **41. E-VERIFY COMPLIANCE**

Per N.C.G.S. 143-133.3, Contractor compliance with federal E-Verify Law is required and will be so stated in the contract agreement. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

#### **42. IRAN DIVESTMENT ACT**

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

#### **43. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

#### **44. PUBLIC RECORDS AND CONFIDENTIAL INFORMATION**

All non-confidential information and documents provided by the Company to the Owner shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Company to the Owner and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the Owner as confidential and will not be disclosed to any person without the prior written consent of the Company, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Company hereby agrees that said confidential information can be reviewed internally by owner staff and any appropriate owner committee involved in the process of awarding owner contracts. The Company agrees to indemnify and hold harmless the Owner, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as confidential pursuant to N.C.G.S. 132-1.2.

#### **45. NONDISCRIMINATION ORDINANCE**

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the Owner's Non-Discrimination. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the Owner within 90 calendar days of the first receipt of Owner funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the Owner in a format specified by the Owner all

information and documentation that may be requested by the Owner from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if Owner funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the Owner within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the Owner pursuant to the Owner's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the Owner. The Contractor agrees to provide to the Owner from time to time on the Owner's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the Owner from time to time. Nothing in this contract shall negate or diminish the requirements of the Owner's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

#### **46. NON-APPROPRIATIONS CLAUSE**

The Owner's obligations under this contract are contingent upon funds being appropriated from which payment can be made under this contract. In the event the Harnett County Schools does not appropriate funds or sufficient funds for this contract in any given fiscal year, the Harnett County Schools has the right, in any given fiscal year, to terminate this contract without penalty or liability of any sort.

## **GENERAL INSURANCE REQUIREMENTS**

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
  2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
  3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. The Harnett County Schools shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Harnett County Schools may possess.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the Harnett County Schools on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the Harnett County Schools. These certified copies shall be sent to the Harnett County Schools from the Contractor's insurance agent or representative.
- F. The Contractor shall furnish the Harnett County Schools thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, Harnett County Schools.

## GENERAL INSURANCE REQUIREMENTS

### Page 2

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Harnett County Schools shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Harnett County Schools for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Harnett County Schools from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

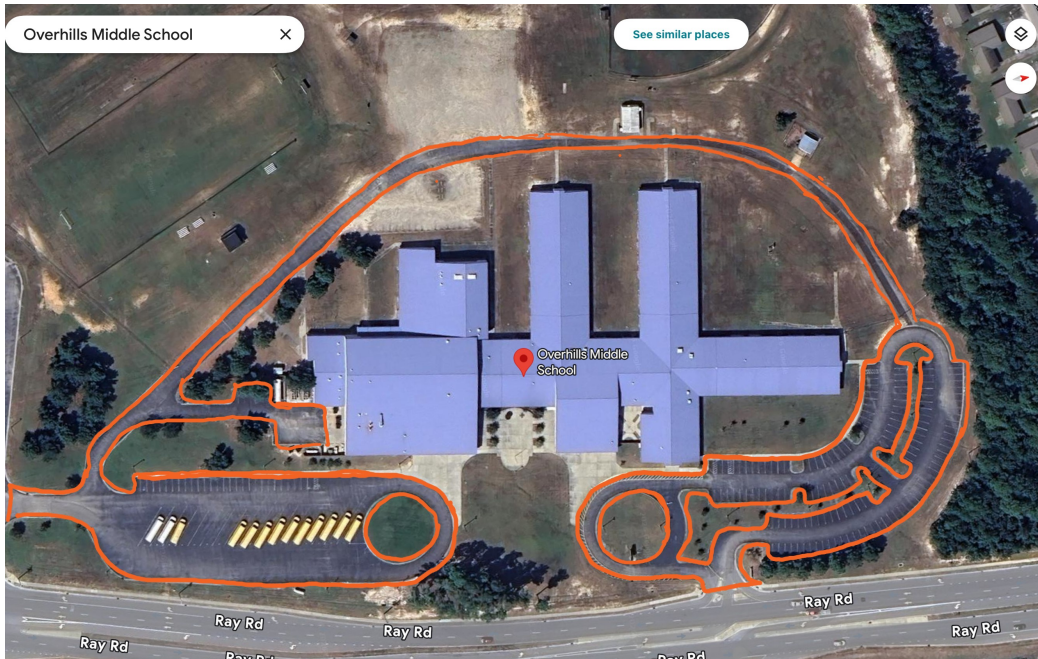
I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Harnett County Schools. The Contractor shall be as fully responsible to the Harnett County Schools for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agrees to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:  
Harnett County Schools  
Purchasing Department  
P.O. Box 1029  
Lillington, NC 27546

## Scope of Work for Formal Invitation for Bids (IFB)



### 1. General Requirements

- The Contractor shall provide all labor, materials, equipment, supervision, transportation, safety measures, and incidentals necessary to complete the milling, resurfacing, and restriping of the designated parking lot and paved areas at Overhills Middle School.
- All work shall be performed in a professional manner and in accordance with applicable North Carolina Department of Transportation (NCDOT) standards, manufacturer recommendations, industry best practices, and all applicable federal, state, and local requirements.
- Contractor shall coordinate all work with Harnett County Schools prior to mobilization and shall not begin work until authorized by HCS.

### 2. Project Preparation and Site Coordination

- Provide appropriate traffic control, barricades, cones, signage, and safety measures as needed to protect students, staff, visitors, and the public.
- Protect existing structures, utilities, curbing, sidewalks, landscaping, stormwater structures, and surrounding improvements from damage.
- Contractor shall verify all field conditions, measurements, limits of work, tie-ins, drainage conditions, and pavement elevations prior to beginning work.
- Contractor shall be responsible for locating and protecting all visible utility structures, drainage structures, valve boxes, cleanouts, manholes, and other site features located within or adjacent to the project area.

### 3. Asphalt Milling

- Mill approximately two inches (2 in.) of existing asphalt pavement across the designated project area.
- Milling shall be performed in a uniform manner to provide a suitable surface for resurfacing.
- Use care around curbing, utility covers, drainage structures, transitions, sidewalks, and other fixed improvements.
- Adjust milling depth as necessary at tie-ins, edges, transitions, and drainage areas to ensure proper grades and a smooth finished surface.

#### **4. Removal and Hauling of Millings**

- Load, haul, and deliver all asphalt millings to the Harnett County Schools Maintenance Shop, 1500 South Main Street, Lillington, NC 27546.
- Millings shall remain the property of Harnett County Schools unless otherwise directed in writing by HCS.
- Contractor shall be responsible for loading, hauling, unloading, and placing millings at the designated location as directed by HCS staff.

#### **5. Surface Cleaning and Preparation**

- Thoroughly clean the milled surface of all loose asphalt, dust, dirt, debris, and other materials prior to resurfacing.
- Inspect the milled surface for visible deficiencies, unstable areas, irregularities, or conditions that may affect the quality or bonding of the new asphalt surface.
- Notify HCS of any significant deficiencies or unsuitable conditions discovered before placement of new asphalt.
- Address minor surface irregularities as necessary to provide proper bonding and a smooth final surface.

#### **6. Tack Coat Application**

- Apply a uniform layer of tack coat to the milled surface prior to placement of new asphalt.
- Tack coat shall be applied in accordance with NCDOT standards and manufacturer recommendations.
- Tack coat shall provide proper adhesion between the existing milled surface and the new asphalt surface course.

#### **7. Asphalt Resurfacing**

- Furnish and install two inches (2 in.) compacted thickness of NCDOT-approved hot mix asphalt surface course.
- Asphalt shall be machine placed using equipment capable of providing a controlled, consistent, and uniform application across all paving areas.
- Asphalt placement shall be coordinated to minimize cold joints and ensure a smooth, uniform finished surface.
- Perform all necessary hand work at transitions, tie-ins, edges, curbing, utility structures, drainage structures, and other areas where machine placement is not practical.
- Finished asphalt shall provide a clean, professional appearance and maintain existing drainage patterns.

#### **8. Compaction**

- Compact asphalt using appropriate vibratory steel drum rollers and other suitable compaction equipment.
- Compaction shall be performed to achieve uniform density, stability, and long-term pavement performance.
- Finished pavement shall be free of excessive roller marks, segregation, depressions, high spots, raveling, or other visible defects.

#### **9. Drainage, Tie-Ins, and Elevations**

- Maintain existing drainage flow throughout the paved area.
- Properly tie new asphalt into existing pavement, curbing, sidewalks, drive entrances, drainage structures, and other surrounding elevations.
- Ensure finished surfaces do not create ponding, drainage restrictions, trip hazards, or abrupt elevation changes.

#### **10. Pavement Markings and Striping**

- Upon completion and proper curing of the new asphalt surface, restore all pavement markings using Sherwin-Williams commercial-grade traffic marking paint, or an approved equivalent accepted by HCS.
- Pavement markings shall match the existing layout unless otherwise directed by HCS.
- Contractor shall restore all markings in a neat, straight, uniform, and professional manner.
- Restripe all parking stalls; reapply all bus loading zone markings; repaint crosshatched safety and restricted areas; repaint all curb markings; reapply all stall numbering; repaint perimeter striping; and restore any directional arrows, stop bars, fire lane markings, handicap-accessible markings, loading areas, or other existing markings located within the project area unless otherwise directed by HCS.

#### **11. Cleanup and Final Condition**

- Remove all construction debris, excess materials, trash, equipment, and temporary traffic control devices from the project site upon completion.

- Leave the work area clean, safe, and ready for use.
- Repair any damage caused by the Contractor to adjacent pavement, curbing, sidewalks, grounds, utilities, buildings, or other property at no additional cost to Harnett County Schools.
- Final acceptance shall be subject to inspection and approval by Harnett County Schools.

## **12. Warranty**

- Contractor shall provide a minimum one-year warranty on materials and workmanship.
- The warranty period shall begin on the date of final acceptance by Harnett County Schools.
- Warranty shall cover defects including, but not limited to, premature raveling, delamination, settlement, pavement failure, poor bonding, striping failure, or other deficiencies resulting from workmanship or materials.

## **13. Contractor Responsibility**

- The Contractor shall be responsible for verifying existing site conditions and quantities prior to submitting a bid.
- Quantities provided in the solicitation are approximate and are intended to assist bidders in understanding the general scope of work.
- The bid price shall include all labor, materials, equipment, traffic control, hauling, cleanup, supervision, and incidentals required to provide a complete and finished project.
- Failure to visit the site or properly evaluate existing conditions shall not relieve the Contractor from the responsibility of completing the work in accordance with the solicitation requirements.

**GENERAL CONDITIONS**  
**for Harnett County Schools contracts**

- A. All bidders must ascertain for themselves all requirements of the job, measurements, materials needed, working conditions, etc.
- B. **Indemnification Provision:** The Contractor shall hold harmless from and indemnify the Owner against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees, by reason of any persons or property being damaged or injured by the Contractor or any of his subcontractors, or any person employed under said contractor, or any of his subcontractors or in any capacity during the progress of the work, whether by negligence or otherwise.
- C. **Contractor's Responsibilities:** The Contractor shall be responsible for any damage caused by him or his workmen to property of the owners. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The contractor shall also assume all responsibility to maintain all existing protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors. If the Contractor fails to make satisfactory repairs, the Owner will repair any damage by Contractor or his workmen and deduct cost from the contract. The Contractor shall provide all labor, equipment, materials, insurance, permits, and abide by all applicable Local, State, and Federal codes to complete the scope of work as outlined in the plans and specifications provided by the Owner.
- D. **Clean Up:** Upon completion of all work covered in this specification the Contractor shall remove all equipment, material, and debris leaving the area in an undamaged and acceptable condition. The Contractor shall be responsible for all disposal fees and provide own dumpster, if applicable.
- E. **Failure to Perform:** If the Contractor fails to perform as outlined herein, the Owner may terminate the contract at its discretion and be liable only for the portion of acceptable work completed. The value of work completed shall be the sole determination of the Owner in such case.
- F. **Payment:** Invoices are paid on a Net 30 basis. The Owner will make the final payment in full after written job acceptance is granted and the Contractor has submitted a proper invoice and other required documentation to the Owner, such as warranties and as-built drawings.
- G. **Project Schedule:** The Contractor is responsible for the coordination of his work with the Owner and its consultant in order to insure timely completion of this service. Work is to begin following a Notice to Proceed and is expected to be completed without interruption once begun.
- H. **Insurance:** The Contractor shall maintain insurance for the duration of the project. The insurance coverage shall be as set forth in the attached document titled "General Insurance Requirements".
- I. **Submittals:** See below.
- J. **Safety Requirements:** All construction work, materials handling and associated equipment shall conform to OSHA safety requirements. The Contractor shall advise the Owner whenever work on this project is expected to be hazardous to Owner employees and the public.
- K. The Contractor is responsible for securing his equipment and materials left on site.

**PROPOSAL FORM**  
**Parking Lot Milling and Repaving Project**  
**IFB-2026-20**  
**Overhills Middle School**

Harnett County Schools has budgeted funds for the milling and resurfacing of the parking lot and drive areas at Overhills Middle School. The project location is: **Overhills Middle School, 2711 Ray Road, Spring Lake, NC 28390.**

PROJECT TIMELINE	
<b>Advertisement Date:</b>	April 30, 2026
<b>Mandatory Pre-Bid/Site Visit:</b>	May 13, 2026 at 10:00 AM
<b>End of Question Period</b>	May 20, 2026 at 2:00 PM - <a href="mailto:gmcdownell@harnett.k12.nc.us">gmcdownell@harnett.k12.nc.us</a>
<b>Bid Opening:</b>	May 28, 2026 at 2:00 PM - HCS Maintenance Department 1500 S. Main St. Lillington, NC 27546
<b>Required Start Date:</b>	July 1, 2026
<b>Construction Duration:</b>	Work shall be completed within the proposed calendar work days stated below.
<b>Liquidated Damages:</b>	\$ _____ per calendar day, if applicable.

The undersigned bidder affirms and declares that they have carefully examined the Invitation for Bids, Specifications, Scope of Work, Proposal Form, contract documents, and addenda, and agrees to furnish all labor, materials, equipment, tools, supervision, insurance, permits, safety measures, traffic control, and all other items necessary to complete the work in accordance with the IFB documents and all applicable local, state, and federal codes, rules, laws, regulations, and ordinances for the following sum:

**BIDDER NAME:** \_\_\_\_\_

No.	Description (each includes general conditions and all scope requirements)	Subtotal Price
1	Overhills Middle School Parking Lot Mill and Repave Project, including mobilization, traffic control, milling approximately 2 inches of existing asphalt pavement, hauling millings to the HCS Maintenance Shop, cleaning and preparing the milled surface, inspecting/addressing surface irregularities, applying tack coat, furnishing and installing 2 inches compacted thickness of NCDOT-approved hot mix asphalt surface course, machine placement, hand work at transitions, tie-ins and curbing, compaction, maintaining drainage, cleanup, warranty, and all work necessary for a complete project as described in the IFB documents.	\$ _____
<b>TOTAL BASE BID:</b>		\$ _____

Proposed Calendar Work Days Needed to Complete the Work: 30 calendar days

One-Year Material and Labor Warranty Included:  Yes  No

**Acknowledgment of Addenda:**

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

# PROPOSAL SIGNATURE PAGE

## Overhills Middle School Parking Lot Milling and Repaving Project

The Owner intends to award a contract to the lowest responsible, responsive bidder based on the Total Base Bid, taking into consideration responsibility, responsiveness, qualifications, ability to perform the work, compliance with solicitation requirements, and the time specified for performance.

If all bids exceed available funding, the Owner reserves the right to reject any or all bids, waive informalities, negotiate with the lowest responsible, responsive bidder as permitted by law, reduce or modify the scope of work, or take any other action allowed by applicable law and Board policy.

The undersigned certifies that they have read and understood all bid documents, including the IFB, Scope of Work, Specifications, Proposal Form, and any addenda, and agrees to the terms and conditions stated therein.

The undersigned further certifies that this proposal is made in good faith and without collusion or connection with any other person or entity bidding on the same work, and that no official or employee of Harnett County Schools will be admitted to any share or part of this contract should an award be made.

**All bidders must submit with their bid the required Non-Collusion Affidavit of Prime Bidder and any other forms required by the solicitation documents. This bid must be signed by a responsible official of the bidding organization and notarized.**

Date: _____	Company Name: _____
Authorized Signature (required): _____	Street Mailing Address: _____
Printed Name and Title: _____	City, State, Zip Code: _____
Email Address: _____	Telephone Number: _____
N.C. Contractor License No., if applicable: _____	Contact Person/Email: _____

### NOTARY ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who, being duly sworn, did execute the foregoing proposal and stated that he/she was properly authorized by \_\_\_\_\_ to execute the proposal on behalf of the company and did so as his/her free act and deed.

Notary Public: _____	My Commission Expires: _____
SEAL:	

### STATISTICAL INFORMATION ONLY

The following information is requested for statistical purposes only. Provision or omission of this information will not affect the Owner's award of this contract.

<b>Bidder certifies that:</b>	
<b>Woman-owned business:</b>	<input type="checkbox"/> We are <input type="checkbox"/> We are not
<b>Minority-owned business:</b>	<input type="checkbox"/> We are <input type="checkbox"/> We are not
<b>If minority-owned, identify category:</b>	<input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American Indian
	<input type="checkbox"/> Asian American, including Indian Subcontinent and Pacific Islands
	<input type="checkbox"/> Socially and economically disadvantaged <input type="checkbox"/> Disabled

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**\*\*attach to bid\*\***

State of \_\_\_\_\_)

County of \_\_\_\_\_)

**Project Name & Bid #: IFB-2026-20 Parking Lot Milling and Paving – Overhills Middle School**

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/she is (circle: owner, partner, officer, authorized representative or agent) of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Harnett County Schools. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

\_\_\_\_\_ Authorized Signature (SEAL)

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_(SEAL)



**SEXUAL OFFENDER REGISTRY CHECK CERTIFICATION FORM**  
PLEASE SUBMIT THIS FORM TO THE HARNETT COUNTY SCHOOLS REPRESENTATIVE

Project Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Check the appropriate box to indicate the type of sexual offender registry check:

- Initial
- Supplemental
- Annual

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_, hereby certify that I have performed all of the required  
Insert Name Here Insert Title Here  
Insert Vendor Name Here

sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign an individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to Harnett County Schools upon request. I specifically acknowledge that Harnett County Schools retains the right to audit these records to ensure compliance with this section at any time at Harnett County Schools' sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |          |       |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |

I attest that the foregoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_



## CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that the performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

---

All Vendors should be aware of the Harnett County Schools' Code of Ethics, which prohibits Harnett County Schools Employees and Board Members from having certain relationships with persons or entities conducting (or proposing to conduct) business with Harnett County Schools and which prohibits the acceptance of gifts from Vendors. If the Vendor has an actual or potential conflict, the Vendor shall disclose any Conflict of Interest that may exist.

Conflicts of Interest (Potential or actual) will be evaluated by Harnett County School's General Counsel to determine the proper course of action. Failure to comply with the provisions established above may render the vendor ineligible to participate in Harnett County Schools' procurement process.

The submitter hereby discloses no conflicts of interest.

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBMITTER/COMPANY NAME: \_\_\_\_\_

**OR**

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The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

**CERTIFICATION REGARDING CONFLICT OF INTEREST CONTINUED**

Name of the Individual/Company to which potential conflict of interest might apply:

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Nature of potential conflict of interest:

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Proposed Remedy:

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DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBMITTER/COMPANY NAME: \_\_\_\_\_

**Required Form  
E-Verify**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_  
Signed and sworn to (or affirmed) before me, this the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
(Affix Official/Notarial Seal)

**Contractor's Affidavit  
Release and Waiver of Claims**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title) (Contractor)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project: \_\_\_\_\_
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if Harnett County Schools is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the Harnett County Schools harmless for any amount which Harnett County School is required to pay to discharge such lien or settle such claim and further will pay the Board of Education's expenses, costs and attorney fees incurred in connection therewith.
6. All claims, suits and proceedings of every name, description or nature arising out of the above project against Harnett County Schools, its officers, employees and agents, have been settled.
7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against Harnett County Schools arising in any manner from the construction of the above-described project.
8. This Contractor's Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

Sworn and Subscribed Before Me

Sign: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL