



# HENDERSON COUNTY PUBLIC SCHOOLS

414 Fourth Avenue West, Hendersonville, NC 28739-4261  
Mark R. Garrett, Superintendent

Board of Public Education  
Jay Egolf, *Chairperson*  
Kathy Revis, *Vice Chairperson*  
Robert Bridges  
Stacey Caskey  
Blair Craven  
Shelia Dale  
Alyssa Norman

## HENDERSON COUNTY PUBLIC SCHOOLS REQUEST FOR QUOTES

**RFQ # 2024-05**

**TITLE / PROJECT:** Paper Products and Dispensers

**USING AGENCY:** Henderson County Public Schools

**ISSUE DATE:** February 26, 2024

**PRE-BID CONFERENCE:** N/A

**\*\* On site visits may be scheduled by contacting Jimmy Owens at 828-674-0201. No consideration will be given at a later time for alleged misunderstanding as to the requirements listed in this agreement.**

**Sealed Proposals** subject to the conditions made a part hereof **will be received until 2:00 p.m. (est) on Wednesday, April 03, 2024** for furnishing all labor, materials, equipment, and services incidental and implied, described herein. **IMPORTANT: HCPS ADMINISTRATIVE OFFICES WILL BE CLOSED MARCH 25 – MARCH 29, 2024. BIDS CANNOT BE DELIVERED DURING THIS TIME.**

**SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:**

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>HAND DELIVERY</u></b>
RFQ NO. 2024-05 Henderson County Public Schools 414 Fourth Avenue West Hendersonville, NC 28739 Attn: Purchasing Division	RFQ NO. 2024-05 Henderson County Public Schools 414 Fourth Avenue West Hendersonville, NC 28739 Attn: Purchasing Division

**IMPORTANT NOTE:** Indicate firm name and RFQ number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

**NO ELECTRONIC BIDS:** Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be accepted.

Bids submitted after the above referenced deadline will not be accepted under any circumstance.

Direct all inquiries concerning this RFP to: Joni Huchzermeier, CLGPO, Purchasing Agent  
Phone: 828-697-4733, Ext: 2232

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received in writing until Monday, March 18, 2024. If any modifications to the specifications are necessary, an addendum will be issued to all proposal holders.

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

### **INSTRUCTIONS FOR RESPONSE**

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:**  
All responses are subject to the provisions of the Instructions for Response, special terms and conditions specific to this Request for Quote, the specifications, and the Henderson County Public Schools General Contract Terms and Conditions.  
  
Henderson County Public Schools object to and will not evaluate or consider any additional terms and conditions submitted with a response. This applies to any language appearing in or attached to the document as part of the offeror's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.

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

3. **DEFINITIONS:**

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

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

4. **RECEIPT OF BIDS:** Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to opening of any bids on the project, the bidder will be permitted to change or withdraw his bid.
5. **BID EVALUATION:** The award of the contract will be made to the lowest responsible bidder as soon as practical. Before awarding a contract the Owner may require the apparent low bidder to qualify himself to be a responsible bidder.
6. **EXECUTION:** Failure to sign under EXECUTION section may render response invalid.
7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this request, (2) specifications, (3) Henderson County Public Schools General Contract Terms and Conditions, and (4) Instructions for Response.
8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for a minimum of 45 days from the date of bid opening. Preference may be given to offers allowing not less than 45 days for consideration and acceptance.
9. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
10. **MAILING INSTRUCTIONS:**

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

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

INCLUDE THE BID NUMBER ON THE OUTSIDE OF THE ENVELOPE.

**DELIVERED BY US POSTAL SERVICE**

BID NO. 2024-05  
Henderson County Public Schools  
414 Fourth Avenue West  
Hendersonville, NC 28739  
Attn: Joni Huchzermeier, Purchasing Agent

OR

**DELIVERED BY ANY OTHER MEANS**

BID NO. 2024-05  
Henderson County Public Schools  
414 Fourth Avenue West  
Hendersonville, NC 28739  
Attn: Joni Huchzermeier, Purchasing Agent

11. **TABULATIONS:** Tabulations of bids and award information can be obtained by calling the purchaser listed on the cover sheet of this document.
12. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this request, each offeror must submit with their response sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Responses which do not comply with these requirements may be subject to rejection.
14. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Henderson County Public Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  
  
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
15. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum or amendment. The offeror is cautioned that the requirements of this bid can be altered only by written addendum or amendment and that verbal communications from whatever source are of no effect.
16. **ACCEPTANCE AND REJECTION:** Henderson County Public Schools reserves the right to reject any and all responses, to waive any informality in the process and, unless otherwise specified by the offeror, to accept any item in the quote. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
17. **REFERENCES:** Henderson County Public Schools reserves the right to require a list of users of the exact item offered. Henderson County Public Schools may contact these users to determine acceptability of the response. Such information may be considered in the evaluation of the bid.
18. **TAXES:**  
  
**FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.  
  
**OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
19. **AWARD OF CONTRACT:** As directed by statute, qualified responses will be evaluated and acceptance may be made of the lowest and best response most advantageous to Henderson County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Henderson County Public Schools or the

offeror, Henderson County Public Schools reserves the right to accept any item or group of items on a multi-item request.

**In addition**, on TERM CONTRACTS, Henderson County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question.

20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Henderson County Public School invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
21. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Henderson County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. Despite what is labeled as a trade secret, the determination whether it is or not will be made according to North Carolina law.
22. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of response opening. Otherwise the samples will become School property. Each individual sample must be labeled with the offeror's name, RFQ number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
23. **PROTEST PROCEDURES:** If a bidder wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Agent, Henderson County Public Schools, 414 Fourth Avenue West, Hendersonville, NC 28731. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the Purchasing Division or the project designer with contact information as shown on the first page of this solicitation. Contract status and Award notices are available by contacting the Henderson County Public Schools' Purchasing Department at (910) 455-2211. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
24. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
25. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
26. **ADDENDA:** Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. All addenda shall be acknowledged by the bidder(s) on the proposal form.
27. **E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes
28. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

## **HENDERSON COUNTY PUBLIC SCHOOLS** **STANDARD TERMS AND 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](http://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).

## **PURPOSE**

Henderson County Public Schools is seeking a qualified contractor to provide tissue paper, paper towel rolls, and single fold towels to twenty-three 23 school sites, one (1) central office administrative building, one (1) maintenance facility, one (1) transportation building, Mills River Academy and Johnson Farm. The district is comprised of approximately 13,455 students and 1,700 employees. Site locations may be eliminated or added according to change and growth within the system.

### **Attachments:**

Attachment 'A' List of each site, address, and number of students & staff.

## **SCOPE OF WORK**

### **General:**

The contractor will provide paper products that are packaged to fit existing dispensers located at various sites. On site visits may be scheduled by contacting Jimmy Owens at 828-674-0201. If products will not fit existing dispensers, the contractor will be required to replace each dispenser at no additional cost to Henderson County Public Schools. Dispensers will be installed in exact location of existing dispensers to ensure that holes are not left in walls or bathroom stalls. There are more than 1,000 each of both tissue and towel dispensers located throughout the district.

If installation of new dispensers is required, the two year-round schools (Bruce Drysdale and Hendersonville Elementary) shall be completed no later than July 3, 2024. Installation shall be completed at all other sites on or before August 7, 2024.

- The contractor will assign a dedicated representative to handle Henderson County Public Schools' account.
- The contractor will be responsible for developing a supply and inventory control method and schedule at each site.
- The dedicated representative will work with James Owens to place orders on a bi-weekly basis for products.
- Any change in the ordering or delivery scheduled shall be approved in writing.
- Contractor shall have an on-line ordering system.
- Supplies will be delivered to each site within 7 days of request.
- Only items listed on the bid sheet are to be delivered to sites.
- Any requests for products not listed on the bid sheet must be approved through the Senior Director of Facilities office before they are ordered and delivered to sites. Henderson County Public Schools will not be responsible for costs of supplies made by employees if not approved using the proper procedure.
- Broken dispensers will be replaced during the entire term of the contract at no additional cost to Henderson County Public Schools.
- Contractor will provide the Maintenance Department with an adequate number of dispensers to keep in stock at all times.
- Dispensers shall be placed at any new facility constructed during the contract period at no additional cost.

**CONTRACT TERM/OPTION TO EXTEND**

The term of this contract shall be for a three-year period beginning July 1, 2024. By mutual consent, the terms of this contract may be renewed for a maximum of two successive additional one-year terms. Prices quoted herein will remain in effect for the entire initial term of the contract. Any price increases projected after the initial term will be submitted in writing ninety (90) days prior to the end of the term and must be accompanied with sufficient documentation to support the increase. Should Henderson County Public Schools decide not to renew the contract; the contractor will be notified in writing sixty (60) days prior to the end of the term.

**TERMINATION**

If the contractor fails to satisfactorily provide the supplies in accordance with these terms and conditions, Henderson County Public Schools may cancel the contract upon thirty (30) day's written notice. Henderson County Public Schools may then seek to procure the same service from the next lowest bidder for this contract. The contractor may be held responsible for any excess cost incurred to obtain these services.

Henderson County Public Schools reserves the right to cancel the contract during the term without penalty for lack of appropriate funds. Contract award is contingent upon the availability of funds.

**CONTRACTOR QUALIFICATIONS/EXPERIENCE**

Contractor 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 law, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract.

Contractor is to provide detailed information on company background including size of firm, number of years in business, qualification of key personnel to be assigned to this contract, and experience in providing the supplies as outlined in this Request for Proposal.

Contractor to provide a minimum of three (3) references, preferably in education systems, where your firm currently provides the supplies similar to this request for proposal. Provide company/agency name, phone number, and contact person.

**PRODUCT INFORMATION**

Contractor to submit brand name and specifications of tissue, paper towels and napkins to be provided. All products are to be new and unused.

**PRICING**

Contractor shall provide a price per case for tissue paper, paper towels and napkins. Contractor will also specify how products are packaged such as size and number of units per case.

Price will include transportation charges.

Products will be ordered and shipped to each site on an "as needed" basis.



**QUANTITIES**

Quantities to be supplied are not known at this time. Last year's usage is provided **for your information only**.

**There will no minimum or maximum quantities guaranteed by this contract.**

**DELIVERY**

Delivery of supplies will be made to each location within seven (7) working days after receipt of orders.

**MBE REQUIREMENTS**

Henderson County Public Schools encourages participation of Minority Business Enterprises. Please indicate any category applicable to your company.

\_\_\_\_\_ Minority-Owned Business      \_\_\_\_\_ Female-Owned Business      \_\_\_\_\_ None  
\_\_\_\_\_ Disabled-Owned Business      \_\_\_\_\_ Work center for the Blind and Severely Disabled

**INSURANCE**

The successful contractor shall furnish proof of insurance coverage according to the types and limits as specified in the attached General Terms and Conditions.

**INVOICING AND PAYMENT**

Contractor shall provide one (1) monthly invoice broken down by site. Payments to the contractor for products will be made on a monthly basis within thirty (30) days after receipt of the invoice.

**AWARD CRITERIA**

Henderson County Public Schools reserves the right to reject any and all bids for any reason, or to cancel this proposal should the cost involved not be in their best interest. Contractor may be required to submit for review the products to be supplied during the term of the agreement. Products will be approved by Henderson County Public Schools prior to award of the contract.

Henderson County Public Schools will award to the contractor deemed to be the most responsive and responsible in meeting the requirements listed in this Request for Proposal. Proposals will be evaluated by management on the basis of the following criteria.

- A. Offeror's approach to implementing the total program.
- B. Total Cost
- C. Offeror's qualifications/experience and past performance with Henderson County Public Schools.
- D. Contractor's products/systems specifications and proposed methods.

### **INSTRUCTIONS FOR ATTACHED BID SHEET**

Information requested on the attached bid sheet is used during the evaluation process when determining the award of a contract. Having necessary information on hand ensures the evaluation process is expedited in a timely manner and that all items are evaluated based on the same criteria and process. It also minimizes calls to vendors during the evaluation process.

Because each bidder may offer items where packaging, sizes, and manufacturer are different, you are requested to provide this information in spacing provided with each line item.

**FAILURE TO FILL OUT AND RETURN THE ATTACHED BID SHEET MAY SUBJECT YOUR BID TO REJECTION!**

### **REQUIRED INFORMATION**

Failure to return the following information may subject bids to rejection.

- 1) Return all pages of the bid document.
- 2) Submit Contractor information and references requested.
- 3) MBE status must be checked.
- 4) Bids must be submitted on the attached bid form.
- 5) Bids must be signed by an authorized individual of the firm.

## REFERENCES

(In Accordance with Item "CONTRACTOR'S QUALIFICATIONS" Of Specified Terms and Conditions)

Contractor must demonstrate that he has a successful record of experience in the type of service specified. Otherwise, his proposal may not be considered.

The Request for Proposals is for paper products and dispensers. Therefore, list below at least three (3) accounts of comparable size that you are now serving within this general area.

CLIENT	NO. EMPLOYEES SERVED	PERSON TO CONTACT	PHONE NUMBER

CONTRACTOR NAME \_\_\_\_\_ DATE \_\_\_\_\_

	<b>HENDERSON COUNTY PUBLIC SCHOOLS PRICE REQUEST SHEET - PAPER PRODUCTS AND DISPENSERS</b>				
	<b>QUOTE FORM PAGE 20</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LAST YEAR'S USAGE (FOR INFO ONLY)</b>	<b>BID PRICE PER UNIT  **QUOTE PER UNIT OF MEASURE SPECIFIED IN NEXT COLUMN</b>	<b>UNIT OF MEASURE</b>	<b>MANUFACTURER'S BRAND QUOTED</b>
<b>1</b>	9" 1 PLY JUMBO TISSUE (3.7 X 2000) _____ ROLLS/CASE	12 ROLLS/CASE		CASE	
<b>2</b>	12" 1 PLY JUMBO TISSUE (3.7 X 4000) _____ ROLLS/CASE	6 ROLLS/CASE		CASE	
<b>3</b>	UNIVERSAL 2 PLY TISSUE _____ ROLLS/CASE	96 RLS/CASE		CASE	
<b>4</b>	8" KRAFT ROLL TOWEL _____ PKS/CASE	6 PKS/CASE		CASE	
<b>5</b>	KRAFT SINGLE FOLD TOWEL _____ PKS/CASE	16 PKS OF 250/CS		CASE	
<b>6</b>	SMART SINGLE FOLD TOWEL _____ PKS/CASE			CASE	
<b>7</b>	DISPENSER			EACH	
	** VENDOR MUST PROVIDE AT LEAST 20 TOILET PAPER AND PAPER TOWEL DISPENSERS TO HCPS FOR STOCK***				
	<b>** APPROXIMATELY 1,000 TOILET PAPER DISPENSERS AND PAPER TOWEL DISPENSERS LOCATED IN DISTRICT**</b>				

# Henderson County Public Schools – “Exhibit A” Page 21

<u>School</u>	<u>Number of Students</u>	<u>Address</u>	<u>Phone #</u>
Apple Valley Middle	910	43 Fruitland Road, Hendersonville, NC	(828) 697-4545
Atkinson Elementary	378	2510 Old Kanuga Road, Hendersonville, NC	(828) 697-4755
Balfour Education Center	141	2529 Asheville Highway, Hendersonville, NC	(828) 697-4629
Bruce Drysdale Elementary	473	834 North Main Street, Hendersonville, NC	(828) 697-5568
Clear Creek Elementary	516	737 North Clear Creek Rd., Hendersonville, NC	(828) 697-4760
Dana Elementary	542	690 Ridge Road, Hendersonville, NC	(828) 685-7743
East Henderson High	892	110 Upward Road, East Flat Rock, NC	(828) 697-4768
Edneyville Elementary	507	2875 Pace Road, Hendersonville, NC	(828) 685-7600
Etowah Elementary	412	320 Etowah School Road, Etowah, NC	(828) 891-6560
Flat Rock Middle	757	191 Preston Lane, East Flat Rock, NC	(828) 697-4775
Fletcher Elementary	479	500 Howard Gap Road, Fletcher, NC	(828) 684-0580
Hendersonville Elementary	442	1039 Randall Circle, Hendersonville, NC	(828) 697-4752
Hendersonville Middle	598	2529 Asheville Highway, Hendersonville, NC	(828) 697-4800
Hendersonville High	720	311 Eighth Avenue West, Hendersonville, NC	(828) 697-4802
Hillandale Elementary	554	504 Preston Lane, East Flat Rock, NC	(828) 697-4782
Glenn Marlow Elementary	549	1985 Butler Bridge Road, Fletcher, NC	(828) 654-3225
Mills River Elementary	533	96 School House Road, Horse Shoe, NC	(828) 891-6563
North Henderson High	1,032	35 Fruitland Road, Hendersonville, NC	(828) 697-4500
Rugby Middle	895	3345 Haywood Road, Hendersonville, NC	(828) 891-6566
Sugarloaf Elementary	418		
Upward Elementary	468	45 Education Drive, Flat Rock, NC	(828) 697-4764
West Henderson High	1,048	3600 Haywood Road, Hendersonville, NC	(828) 891-6571
Early College	191	120 Alumni Way, Flat Rock, NC 28731	(828) 697-4561
Maintenance/Technology	32 (staff)	246 Education Drive, Flat Rock, NC	(828) 697-4992
Transportation	9 (staff)	810 Stoney Mountain Road, Hendersonville	(828) 697-4739
Central Administrative Bldg	42 (staff)	414 Fourth Avenue West, Hendersonville	(828) 697-4733
Johnson Farm		3346 Haywood Road, Hendersonville, NC	(828) 891-6585

**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 (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
MINORITY STATUS:			

Offer valid for 45 days from date of opening unless otherwise stated.