



HENDERSON COUNTY PUBLIC SCHOOLS

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

Board of Public Education
Amy Lynn Holt, *Chairperson*
Dr. Kathy Revis, *Vice Chairperson*
Beth Campbell
Stephanie Cantwell
Blair Craven
Shelia Dale
Alyssa Norman

HENDERSON COUNTY PUBLIC SCHOOLS RFP # 2026-15

TITLE / PROJECT: Rugby Middle School Sidewalk Project

USING AGENCY: Henderson County Public Schools

ISSUE DATE: May 15, 2026

MANDATORY PRE-BID SITE VISIT: Thursday, May 28, 2026 at 10:00 AM (EST). It shall be **mandatory** that each bidder's representative attend this pre-bid. The purpose of this visit is for all prospective bidders to acquaint themselves with the conditions and requirements of the site and of the tasks to be performed. Henderson County Public School will have staff available to discuss the project and answer questions regarding the scope of work. **Vendor must check in at School Office.**

LOCATION: Rugby Middle School, 3345 Haywood Road, Hendersonville, NC 28791

FAILURE TO COMPLY WITH THE PRE-BID REQUIREMENT WILL RESULT IN REJECTION OF YOUR BID.

Bidder is cautioned that any information released during site visit, other than that involving the physical aspects of the facilities themselves, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this Request for Proposal document. Bidder bidding otherwise does so at his own risk.

BID DEADLINE: Sealed Proposals subject to the conditions made a part hereof **will be received until 2:00 PM (EST) on Thursday, June 4, 2026** for furnishing all labor, materials, equipment, and services incidental and implied, described herein. ****SEND ALL SEALED PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN ON THE NEXT PAGE OR SUBMIT VIA EMAIL TO: bids@hcpsnc.org** Include "RFP 2026-15 BID" in the email subject line. All pages of the bid package must be returned.

LATE BIDS: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time. Vendor shall bear the risk for late submission due to unintended or unanticipated delay whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

It is highly recommended that you call Joni Huchzermeier at 828-697-4733 extension 2232 to confirm your bid was received prior to the bid deadline allowing yourself enough time for resubmittal.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>HAND DELIVERY</u>
RFP NO. 2026-15 Henderson County Public Schools 414 Fourth Avenue West Hendersonville, NC 28739 Attn: Joni Huchzermeier, CLGPO, Purchasing Agent	RFP NO. 2026-15 Henderson County Public Schools 414 Fourth Avenue West Hendersonville, NC 28739 Attn: Joni Huchzermeier, CLGPO, Purchasing Agent

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each proposal envelope or package, along with the date for receipt of proposals specified above. **EMAILED BIDS WILL BE ACCEPTED.**

SUBMIT EMAILED BIDS TO: bids@hcpsnc.org Include “RFP 2026-15 BID” IN THE EMAIL SUBJECT LINE.

QUESTIONS: Questions concerning the specifications in this Request for Proposal will be **received until 3:00 PM on May 28, 2026 (EST)**. If any modifications to the specifications are necessary, an addendum will be issued no later than 4:30 PM on May 28, 2026 to all proposal holders who attended the mandatory site visit.

Direct all inquiries concerning this RFP in writing to: Joni Huchzermeier, CLGPO
Purchasing Agent
jdhuchzermeier@hcpsnc.org

It is the bidder’s responsibility to assure that all bid pages and addenda have been reviewed and, if need be, signed and returned.

The Henderson County Board of Education reserves the right to reject any or all bids for any or no reason and to waive informalities.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a vendor will be selected to provide services.

1. Request for Proposal is issued to prospective bidders.
2. A preproposal conference (if applicable) and/or **deadline for written questions is five days prior to the due date.**
3. Proposals in one original will be received from each bidder in a sealed envelope or package or if allowable, submitted via email as described. The original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover Sheet of this RFP.
5. After the bid deadline, the package containing the proposals from each responding firm will be opened. The purchasing division will furnish bid tabs upon request.
6. At their option, the evaluators may request oral presentations or discussion with any or all bidders for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, bidders are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available.
7. Proposals will be evaluated and awarded as provided by Statute based on the lowest responsible, responsive bidder.
8. Bidders are cautioned that this is a request for offers, not a request to contract, and the Henderson County Public Schools reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of Henderson County Public Schools.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a bidder's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Bidder specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity 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.
3. **ORAL EXPLANATIONS:** The State/Henderson County Public Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

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

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-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.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by bidder in preparing or submitting offers are the bidder's sole responsibility; Henderson County Public Schools will not reimburse any bidder for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal, the bidder agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Bidder not in compliance with this provision may be disqualified, at the option of Henderson County Public Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidder shall become the property of Henderson County Public Schools when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each bidder shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Bidder may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

- 13. PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the bidder does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.
- 14. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State/ Henderson County Public Schools 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.
- 15. 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.
- 16. TABULATIONS:** Bidders may call the Purchasing Division to obtain a verbal status of contract award.
- 17. 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.

HENDERSON COUNTY PUBLIC SCHOOLS STANDARD TERMS & CONDITIONS

The Contract, Henderson County Public School's Standard Terms and Conditions, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

1. **E-Verify**: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
2. **Jessica Lunsford Act**: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. Henderson County Public Schools prohibits any personnel listed on such registries from being on any property owned or operated by Henderson County Public Schools and from having any direct interaction with students. As a term of this Contract, said checks must be performed by the Contractor and reported to Henderson County Public School's Superintendent or designee, if Contractor's employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Contractor certifies that by entering into a contract with Henderson County Public Schools, neither Contractor nor any employee or agent of Contractor, is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
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 Contract shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property.

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

Worker's Compensation – The Contractor shall provide and maintain Worker's

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

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

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

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

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

11. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of Henderson County Public Schools during its provision of the services in the Contract shall be owned by Henderson County Public Schools and Henderson County Public Schools shall have all common law, statutory, and other reserved rights therein.
12. Indemnification: **CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, HENDERSON COUNTY PUBLIC SCHOOLS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE HENDERSON COUNTY PUBLIC SCHOOLS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**
13. Anti-Trust: The Contract has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Contract:
 - a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Contract by any federal agency or by any department, agency or political subdivision of the State.
 - b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - c) The Contractor shall provide immediate written notice to Henderson County Public Schools if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - d) The certification in this section is a material representation of fact upon which reliance is placed by Henderson County Public Schools in making the Contract. If it is later

determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Henderson County Public Schools, then Henderson County Public Schools may terminate the Contract for default.

14. Travel Expenses: Unless otherwise stated in the Contract, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Contract.
15. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by Henderson County Public Schools without the prior written consent. Contractor shall not use any of Henderson County Public School's logos, images, trademarks, or copyrights without prior written consent. The Contract shall not be used for advertising by Contractor without prior approval of Henderson County Public Schools.
16. Assignment: Unless agreed to in writing by Henderson County Public Schools, the Contract is not assignable. Any attempt to assign the Contract to any third party shall be null and void and shall relieve Henderson County Public Schools of any further liability under the Contract.
17. Compliance with Law & Board Policy: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and Board of Education Policies and Procedures applicable to its provision of the services. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Contract.
18. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of the Contract, each party shall be responsible for its own attorney's fees.
19. Choice of Law: The Parties agree that the Contract was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Contract, as to interpretation and performance. It is further agreed that the place of the Contract, its situs and forum, will be in the county in North Carolina where Henderson County Public School's Central Office is located.
20. Venue: The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where Henderson County Public School's Central Office is located.
21. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Contract if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, Henderson County Public Schools will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
22. Non-Appropriation: Henderson County Public Schools agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Contract through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that Henderson County Public Schools requests for a fiscal year are reduced or not appropriated, Henderson County Public Schools will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, Henderson County Public Schools will notify Contractor, the Contract will terminate at the end of the last fiscal year for which funds were fully

appropriated, and Henderson County Public Schools will not be in default or material breach of the Contract.

23. Integration & Amendment: The Contract is fully integrated and represents the entire understanding between the Parties. The Contract may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Contract, nothing contained in the Contract is intended to benefit any third party. The Contract shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Contract shall not be construed solely against Henderson County Public Schools.
24. Severability: The Contract is severable and if any provisions of the Contract are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Contract shall remain valid and enforceable.
25. Execution: The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
26. Authority: Both Parties executing the Contract acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Contract.
27. Sovereign Immunity: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Henderson County Public Schools under applicable law.
28. Pre-Audit Certification: Execution of the Pre-Audit Certification on the Contract and/or purchase order is a condition precedent to the effectiveness of the signatures
29. Acknowledgment: The undersigned represents and acknowledges that they have carefully read the entire Contract (and any attachments), understand the Contract (and any attachments) and its consequences, and knowingly and voluntarily enter into the Contract.
30. Iran Divestment / Divestment From Companies that Boycott Israel: By acceptance of the Agreement, Contractor affirms that it, or any Subcontractor hired by Contractor, is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which was created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58. It is the responsibility of each Contractor to monitor its Subcontractor's compliance with this restriction.
31. Notice: Any notice required or desired to be given under the Contract shall be deemed given if in writing and sent by certified mail to the principal office of Henderson County Public Schools at:
414 Fourth Avenue West,
Hendersonville, NC 28739
Attention: Purchasing Agent
32. Subcontracting: Contractor shall not subcontract any portion of the work to be performed under this Contract without prior written approval of Henderson County Public Schools.
33. Performance and Default: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, Henderson County Public Schools shall have the right to

terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of, Henderson County Public Schools, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Henderson County Public Schools for damages sustained by Henderson County Public Schools by virtue of any breach of this Contract, and Henderson County Public Schools may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due Henderson County Public Schools from such breach can be determined.

In case of default by the Contractor, Henderson County Public Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

In addition, in the event of default by the Contractor under this contract, Henderson County Public Schools may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Henderson County Public Schools has with the Contractor, and de-bar the Contractor from doing future business with Henderson County Public Schools.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Henderson County Public Schools may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with it, and de-bar the Contractor from doing future business.

34. **Payment Terms:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Contract. Henderson County Public Schools is responsible for all payments to the Contractor under the contract.
35. **Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Henderson County Public Schools for loss of damage of such property.
36. **Criminal Background Checks:** Contractor certifies that as of the date of the signed contract, or acceptance of a purchase order, background checks have been performed for all personnel who will have any type of direct contact with the students and staff of Henderson County Public Schools in the performance of this contract. Contractor shall provide a complete list of names and job-related duties of all personnel that will be assigned in any capacity to handle Henderson County Public School's account. Copies of background checks for all personnel will also be included. Contractor shall notify Henderson County Public Schools immediately and provide required information should changes in personnel occur, or if any existing personnel is charged of any criminal activity.
37. **Taxes:** Any applicable taxes shall be invoiced as a separate line item. North Carolina G.S. § 143.59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet on of the conditions of G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Contract documents, the vendor certifies that it and all of its affiliates, collect(s) the appropriate taxes.

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).

JOB SPECIFICATIONS

Location: Rugby Middle School

Project Type: Concrete Demolition, Replacement, and ADA Compliance

1. Project Objective

The objective of this project is to remove designated damaged or non-compliant concrete surfaces and replace them with new, durable concrete flatwork. This includes standard walkways, heavy-use areas under awnings, ADA-compliant curb ramps, and specified optional add/alternates to improve safety, accessibility, and aesthetics around the school campus.

2. Detailed Scope of Work

* Base Bid Items

The Contractor shall furnish all labor, equipment, materials, and supervision required to complete the following demolition and replacement tasks as referenced in the project documentation (Diagram A):

Item ID	Description / Location	Estimated Quantity	Notes / Reference
B-1	Remove and replace concrete under awning	~350 sq. ft.	Per Diagram A
B-2	Remove and replace concrete	~1,050 sq. ft.	Per Diagram A
B-3	Remove and replace concrete under awning	~350 sq. ft.	Per Diagram A
B-4	Remove and replace concrete under awning	~330 sq. ft.	Per Diagram A
B-5	Install ADA Curb Ramps	2 Units	Must meet current ADA compliance standards (Per Diagram A)
B-6	Remove and replace concrete	~1,680 sq. ft.	Per Diagram A
B-7	Remove and replace concrete	~1,000 sq. ft.	Standard flatwork

Critical Note for Bidding Contractors: All square footages listed are estimates. The Contractor **must verify** all actual square footages on-site prior to submitting a final bid and commencing work.

2: Add / Alternate Items

The following items are to be priced individually and may be added to the final contract at the Owner's discretion (See Diagram A) :

- **Add/Alternate 1:** Remove and replace approximately 550 sq. ft. of concrete and walkway located at the bottom of the steps.
 - **Add/Alternate 2:** Remove and replace approximately 775 sq. ft. of concrete.
 - **Add/Alternate 3:** Complete removal and replacement of all sidewalk on the front side of Rugby Middle School.
-

3. Concrete Placement & Reinforcement

- **Thickness:** All newly poured concrete flatwork across both base and alternate scopes must be a **minimum of 4 inches thick**.
- **Pinning & Tie-Ins:** For any areas requiring concrete patching, the new pour must be structurally pinned to the existing adjacent sidewalk using **5/8 inch rebar**.

3.1 ADA Compliance (Item B-5)

- The two (2) new curb ramps must strictly adhere to the Americans with Disabilities Act (ADA) standards regarding maximum slope, cross-slope, and landing dimensions.

PERMITS: The Contractor shall verify and obtain any and all permits required for the job completion. (e.g. Department of Transportation, if required). The contractor is responsible for paying all costs associated with permits.

CONTRACT SCHEDULE

The successful Vendor will coordinate with Chad Dillon, Director of Facilities at 828-553-5056 in regards to scheduling the work times available.

PROJECT COMPLETION DATE

Complete project and all requirements listed in this RFP shall be completed no later than July 31, 2026. Time is of the essence.

Can you meet this completion date? _____ YES _____ NO

PROTECTION:

- A. Please indicate here the time required for concrete to be set up and useable to ensure that it will be without damage or deterioration. _____

VENDOR QUALIFICATIONS/EXPERIENCE

- A. Vendor shall be licensed to engage in business in the state of North Carolina.
- B. Vendor represents and warrants that (i) it is duly qualified to provide the equipment and services as required

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

- C. Vendor shall notify owner if it utilizes any Sub Contractor to perform any portion of the work required in this RFP. It is Vendor's responsibility to ensure that any Sub Contractor utilized in the performance of the contract meets the requirements listed above.
- D. For projects exceeding \$40,000, Vendors must be properly licensed as required by Chapter 87 of the North Carolina General Statutes to bid and perform the work described herein as the general contractor.

Provide Contractor License Number: _____

REFERENCES: List below references where your company has provided goods or services similar to those listed in this Request for Proposal. Henderson County Public Schools may contact these individuals to determine the level of services provided. Such information may be considered in the evaluation of the bid.

COMPANY

CONTACT PERSON

TELEPHONE #

FIRM BID

Prices and any other entry submitted on bid form by the Vendor shall be considered firm and not subject to change.

CHANGES TO SCOPE OF WORK

Changes in the scope of work shall only be made by written direction signed by the Owner. No additional cost to the vendor shall be allowed unless accepted in writing by the Owner before the work has begun.

WORKSITE CLEAN UP AND CONDUCT

Vendor shall be responsible for the construction site during the performance of the work. Vendor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work.

The area of work shall be cleaned daily by the vendor. Trash receptacles or dumpsters owned by Henderson County Public Schools shall not be utilized by the vendor. All debris and materials shall be properly disposed of off the property when the project is complete.

All employees of the vendor shall, while on Henderson County Public Schools' property, act in a professional and courteous manner. Also, all employees of the vendor **must** "sign in" in the main office upon entering the facility and **must** "sign out" upon leaving the property. While on Henderson County Public School's property, Vendors shall wear some form of identifications showing the company name or logo, either by identification badge or by clothing (shirts, uniforms, hats) with the company name or logo.

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

SAFETY REGULATIONS

Vendor shall be responsible for initiating, maintaining and supervising all safety precautions. The vendor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees on the work site, the work materials and equipment and Henderson County Public School's property.

EQUIPMENT AND TOOLS

Vendor shall furnish its own equipment and tools used to complete the scope of work.

Equipment and tools shall not be stored on any Henderson County Public School's property. Henderson County Public Schools is not responsible for any materials, equipment or tools lost or stolen from the site.

WARRANTY

The vendor warrants to Henderson County Public Schools that all equipment and materials furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of 12 months, or the standard manufacturer's warranty, whichever is greater, from the date that installation is completed. Such replacement shall include shipping charges and all labor charges.

Please list warranty type and length: _____

HISTORICALLY UNDERUTILIZED BUSINESSES

Henderson County Public Schools encourages participation of Historically Underutilized Businesses (HUBs). "Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled." <http://www.doa.nc.gov/hub/>

Pursuant to General Statute 143-48, 143-128.4 and Executive Order #13, Henderson County Public Schools 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. This includes using subcontractors to perform the required functions in this RFP.

Are you a Historically Underutilized Business? _____ Yes _____ No
If applicable, specify classification. _____

PRODUCT RECALL

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

DEMONSTRATION OF PERFORMANCE

Vendor shall demonstrate compliance with the specifications at the time of final inspection by owner's representative. If the performance demonstration fails, the vendor agrees to correct the system deficiencies to owner's satisfaction. Any damage to existing areas or utilities will be the responsibility of the Contractor.

AFFIDAVIT OF CAPITAL IMPROVEMENT

An Affidavit of Capital Improvement will be issued to the awarded vendor with a purchase order to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract.

AWARD CRITERIA

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

1. Price.
2. Quality of products and services offered.
3. General reputation and performance capabilities of vendor.
4. Conformity with intent of specifications herein.
5. Conformity with the terms and conditions of this Request for Proposal.
6. Guaranteed delivery and installation schedule.
7. Past performance of vendor with Henderson County Public Schools.

PROPOSAL FORM (Bid must be submitted on this form)

Rugby Sidewalk Project - RFP# 2026-15 DUE DATE: 2:00 PM EST on Thursday, June 4, 2026

#	Item	Initial Below
1	This proposal is signed by an authorized representative of the firm.	
2	Bidder has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.	
3	The Bidder understands the scope and requirements of this RFP and has included all labor (installation and training) costs, direct and indirect, in this proposal.	
4	The cost and availability of all equipment, materials, software, and supplies associated with performing the services described herein have been determined and included in this proposal.	
5	Bidder will be responsible for all warranty issues related to equipment and services provided during the warranty period.	
6	Bidder has attended the pre-bid conference (if applicable) or conducted a site visit and is aware of prevailing conditions associated with performing these services.	

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the equipment and services to complete the Rugby Middle School Sidewalk Project.

BASE BID:

\$ _____ dollars and _____/100 \$ _____
 (Full dollar amount in words) (Full dollar amount/ numerical)

**** Add/Alternate 1 :**

\$ _____ dollars and _____/100 \$ _____
 (Full dollar amount in words) (Full dollar amount/ numerical)

**** Add/Alternate 2 :**

\$ _____ dollars and _____/100 \$ _____
 (Full dollar amount in words) (Full dollar amount/ numerical)

**** Add/Alternate 3 :**

\$ _____ dollars and _____/100 \$ _____
 (Full dollar amount in words) (Full dollar amount/ numerical)

If applicable: ADDENDA RECEIVED: YES or NO (circle one)

Authorization/Execution

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

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:		TYPE & LICENSE #:	

**HENDERSON COUNTY PUBLIC SCHOOLS
E-VERIFY COMPLIANCE STATEMENT**

North Carolina General Statutes (143-133.3) prohibits a board or governing body of the State to enter into a contract unless the Contractor, and the Contractor's Subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

As the Contractor, I understand that E-Verify is a federal 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. **Contractor is defined as:** Any person, business entity, or other organization that transacts business in this State and employs 25 or more employees in this State.

Contractor is a person, business entity, or other organization that transacts business in this State and employs 25 or more employees in this State. (mark Yes or No)

- a. YES _____
- b. NO _____ (If no, not required to use E-Verify)

As the Contractor, I understand that I must use E-Verify after hiring an employee to work in the United States, to verify the work authorization of the employee, and retain the record of the verification of work authorization while the employee is employed and for one year thereafter.

If I provide services to Henderson County Public Schools utilizing a Subcontractor, I will ensure compliance by the Subcontractor with the requirements of E-Verify as listed in Article 2 of Chapter 64 of the General Statutes.

By signing below, I am attesting that as the Contractor, I am in compliance with E-Verify requirements, and that I am authorized to sign this certification:

Contractor (Company) Name: _____

By: _____ Date: _____
(Signature)

(Printed Name and Title)

Final Checklist

1. Sealed Proposals should be submitted to:

Henderson County Public Schools
414 Fourth Avenue West
Hendersonville, NC 28792
Purchasing Division
Attn: Joni Huchzermeier, CLGPO, Purchasing Agent

Proposals may be submitted **VIA EMAIL TO bids@hcpsnc.org INCLUDE "RFP 2026-15 BID" IN THE EMAIL SUBJECT LINE.**

2. Questions are due no later than 3:00 PM EST on May 28, 2026.

3. Sealed Proposals are due no later than 2:00 PM EST on Thursday, June 4, 2026

4. Mailed or Hand Delivered Proposal package should be labeled as follows:

RFP #: 2026-15

Proposal for: Rugby Middle School Sidewalk Project

Due Date: No later than June 4, 2026 at 2:00 PM

6. Attend Mandatory Pre-bid at Rugby Middle School on Thursday, May 28, 2026 at 10:00 AM (EST)

7. Each bid proposal **must include** the following information:

- a) All pages of the original bid document must be returned.
- b) All fields properly filled in as required in bid document.
- c) Information on vendor qualifications; proof of required license and references.
- d) Include a copy of Certificate of Insurance and a W-9.
- e) Proposals must be submitted on bid form and signed by authorized representative of company.
- f) Signed E-Verify Compliance Statement.

DIAGRAM A

