



**Henderson County Government**  
**ITB: Etowah Park Concrete Project**

**Date of Issue: April 1, 2025**

**Bid Due Date: April 14, 2025, by 3:00 PM EST**

**Direct all inquiries concerning this ITB to:**

**Doug Guffey**

**Purchasing Agent**

**Phone: 828-694-5023**

**Email: [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov)**

## BID FORM

### **GENERAL**

Pursuant to the General Statutes of North Carolina **informal bids**, subject to the conditions and specifications herein, are invited for the Etowah Park Concrete Project. Bids may be submitted via email to [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov) or via mail to the Henderson County Finance Department, 113 N Main St, Hendersonville N.C. 28792. Bids will be due on April 14, 2025, by 3:00 PM EST.

### **PRICING**

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that they will furnish the construction services called for in the manner prescribed in the specifications and instructions to bidders for the following price:

<b>Base Bid</b>

The base bid and alternate prices shall be **inclusive** of all applicable fees, permits, and taxes.

### **OFFER AND ACCEPTANCE**

Henderson County seeks offers for the construction services described in this solicitation. The County's acceptance of any offer must be demonstrated by execution of the acceptance found below. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) special terms and conditions specific to this ITB/RFQ, (2) specifications and requirements under the Instruction to Bidders, (3) Henderson County Terms and Conditions of this ITB/RFQ, and (4) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the County until an encumbrance of funds and preaudit has been made for payment of the sums due under the contract.**

### **EXECUTION**

In compliance with this Invitation for Bid / Request for Quote, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**Offer valid for ninety (90), days from date of offer opening unless otherwise stated here: \_\_\_\_\_ days.**

**ACCEPTANCE OF OFFER**

If any or all parts of this ITB/RFQ are accepted, an authorized representative of Henderson County shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

<p><b><u>FOR COUNTY USE ONLY</u></b></p> <p><i>Offer accepted and contract awarded pursuant to Purchase or Contract Order number _____ this _____ day of _____, 20____, as indicated on attached certification,</i></p> <p><i>by _____ (Authorized representative of Henderson County).</i></p> <p>This instrument has been preaudited in the manner required by the Local Government Budget &amp; Fiscal Control Act. N.C.G.S. 159-28(a).</p> <p>_____</p> <p>Henderson County Finance Director</p>
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**Bidders Checklist**

- Be aware of the bid opening date and time as indicated on the first page of this bid.
- All signatures must be by a company officer or agent who is authorized to enter into and sign bid documents.
- Have you read and understood the “Terms and Conditions” and the “Instructions to Bidders” for submitting a bid?
- Have you read and do you completely understand all the specifications of this bid?
- Have you submitted the requested number of copies of your bid and included all the requested literature and specifications?
- If an addendum to the specifications was issued, has it been signed and returned with this bid?
- Have you included a Certificate of Insurance with minimum limits provided herein naming Henderson County as additionally insured?
- Have you included a copy of your general contractor licensure?
- Have you enclosed statements explaining any exceptions made to the specifications?
- Have you included executed copies of the attachments?

**INSTRUCTIONS TO BIDDERS**

**Section 1: Purpose**

The purpose of this document is to provide general and specific information for Etowah Park Concrete Project. All bids and contracts are governed by Henderson County policy and Section 143-131 of the North Carolina General Statutes.

**Section 2: Bid Schedule**

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. Should changes be required, proper notice will be provided to potential bidders. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	5:00 PM	April 1, 2025
Mandatory Pre-Bid	3:00 PM	April 8, 2025
Deadline for Questions	5:00 PM	April 8, 2025
County Responses	5:00 PM	April 9, 2025
Bids Due	3:00 PM	April 14, 2025

**Section 3: Mandatory Pre-bid**

A **MANDATORY PRE-BID MEETING** will be held at the playground/tennis court area at Etowah Park, 449 Etowah School Rd, Hendersonville NC, 28792 on April 8, 2025, at 3:00 PM. If your company does not attend the pre-bid meeting or is not present for the duration of the meeting your bid will not be considered as responsive.

**Section 4: Bid Contact**

Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Henderson County Finance Department to the attention of the Purchasing Agent:

Doug Guffey  
[hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov)

**Section 5: Bidder Questions**

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions, and approval of alternate products to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in

the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at <https://www.hendersoncountync.gov/rfps>.

#### **Section 6: Objections to the Specifications**

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Doug Guffey, Purchasing Agent in writing, stating and listing the specifications and objections, no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Doug Guffey, Purchasing Agent. Information obtained from other sources will not be considered in the evaluation and award of this bid.

#### **Section 7: Equivalent Equipment**

Bids are allowed for equivalent equipment. Equivalent equipment is defined as bids containing equipment that is not identical by manufacturer and model or bids which have substantially different specifications, albeit compliant, to what is outlined within the bid specifications. When bids are submitted that contain equivalent equipment, the bidder must submit documentation for review as a part of the bid to show that the product meets or exceeds the specifications of the item(s) referenced in the specifications. It shall be the responsibility of the bidder to show that the equipment is equivalent and conforms to the specifications contained herein. Bidders may submit multiple bids on various manufacturers' brands/models.

#### **Section 8: Bid Alternates**

The County reserves the right to request pricing on alternate equipment or services along with the pricing for the main or primary product or items when applicable. At the discretion of the County, some or all of the alternates requested may or may not be added and purchased based upon the necessity and the availability of budgeted funds. The bid award will be made to the lowest, responsive, responsible bidder for the main or primary product or services on the Bid Form. Pricing for bid alternates will be requested in the bid alternate section of the Bid Form and will not be included in the determination of the bid award.

#### **Section 9: How to Prepare Bids**

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

I. **Bid Prices:**

All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight, fuel surcharges and other fees if applicable and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the County

Purchase Order if not otherwise instructed within the specifications section. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation where applicable or otherwise described within the specifications. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.

- II. **PROPOSAL FORM:** Submit all prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- III. **Addendum(s):** If applicable, bidders shall include signed addendum(s) with their bid submittal acknowledging the modifications made to the bid document.
- IV. **SIGNATURE:** All bids must be signed by an authorized official of the company on the Bidders Signature Page.

#### Section 10: How to Submit Bids

- I. **SUBMIT BIDS ON THE BID FORM PROVIDED HEREIN.**
- II. Bids may be submitted via email to [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov).
- III. Bids may be mailed or delivered as follows:

**Mailing & Delivery Address:**

**ITB: Etowah Park Concrete Project**  
Henderson County Finance Department  
113 N Main Street  
Hendersonville, NC 28792

- IV. Please note bids not received by the time and date specified on the Bid Form will not be opened or considered.
- V. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

#### Section 11: Bid Opening

- I. All bids will be opened at the time and place shown on the enclosed Bid Form. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- II. Bids will be examined by the Purchasing Agent and the using department officials promptly after the opening and an award made as early as possible.
- III. Bidders may request and receive copies of the bid document and/or bid tabulation after the award of the project.

## **Section 12: Standard of Award**

The County reserves the right to reject any and/or all bids received as allowed by law, or to select the bid which, in our opinion, is in the best overall interest of the County. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.

## **Section 13: Errors in Bids**

Bidders or their authorized representatives are expected to understand the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

## **Section 14: Bid Tabulation**

Bidders may request a bid tabulation from the Purchasing Agent, after the bid has been awarded (NCGS 143-131(a)).

## **Section 15: Specifications**

### **I. Overview:**

It is the intent of these specifications to set up minimum requirements for the Etowah Park Concrete Project as specified. These specifications must be considered as minimum requirements. If it is necessary to bid alternate equipment or to take exceptions to the specifications set forth, this must be so stated in your bid. Any reference to a model or brand is only to denote quality and does not mean that equal equipment will not be considered.

### **II. Specifications**

1. Project Specifications and engineered drawings are contained in Attachment I: Etowah Park Concrete Project Plans

### **III. Installation**

1. Bidder shall provide a turnkey project inclusive of all labor, materials, supervision, disposal fees, permits, inspections, taxes as applicable.
2. Install all materials and equipment in accordance with manufacturer's instructions and warranty requirements.
3. Contractor must submit a timeline for the beginning and completion of the project.
4. Contractor is to obtain and pay for all required permits and inspections. Any deficiencies found in the installation or materials used in the installation which prevents receiving a green tag from inspectors or issues found during the final walkthrough with County representatives will be the Contractor's responsibility and expense to correct.
5. Cleanup of all affected work areas shall be completed daily.

### **IV. Warranty**

1. The installation services and materials furnished by the contractor, or any subcontractors shall be free from any defects in workmanship for a period of one year from the date of final payment.



**V. Acceptance of Work**

1. Bidder shall perform a final walk through with a County representative upon completion.
2. Henderson County shall receive all inspections, certifications, and permits required by local and State agencies as applicable. Henderson County is to receive written copies of all.
3. Henderson County shall receive all warranties, maintenance manuals, product data, and closeout documents as applicable.

**Section 16: Licensure**

Bidder shall provide a copy of their general contractor licensure. If not provided the bid will be considered nonresponsive.

**Section 17: Minority and Disadvantaged Business**

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 and, the County encourages and provides equal opportunity for Certified Minority and Women- Owned Business Enterprise (MWBE) businesses to participate in all aspects of the County’s contracting and procurement programs.

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>.

**Section 18: Terms and Conditions**

Any bid or proposal submitted to Henderson County shall be deemed to include all the Terms and Conditions shown in the document found online at

[https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson\\_county/page/42611/terms\\_conditions.15.23\\_0.pdf](https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson_county/page/42611/terms_conditions.15.23_0.pdf)

These Terms and Conditions, which refer to a “purchase order”, shall be deemed to be included in any contract entered into as a result of this Invitation to Bid (“ITB”).

Any attempt by a proposed contracting party (the “Bidder”) under the ITB to exclude any of these Terms and Conditions shall cause any bid or proposal made in response to this ITB to be deemed to be non-responsive (unless Henderson County has notified the Bidder that the funding source for the goods or work sought under this ITB is not federal funds, in which case those provisions under number 15 of the Terms and Conditions (and all subparts thereunder) may be excluded from a bid or proposal.

**Section 19: Minimum Insurance Requirements**

The Bidder shall provide an Insurance Certificate naming Henderson County as **additionally insured** per the attached certificate of insurance. Should different insurance limits be established between the vendor and the County, the Certificate of Insurance with Henderson County named as additional insured shall be contained herein.

Required Coverage	Minimum Insurance Limits
Workers' Compensation	Statutory/Employers Liability: \$500,000/\$500,000/\$500,000
General Liability	\$1M per occurrence/\$2M aggregate
Automobile	\$1M per occurrence/Combined Single Limit

Additional Insured Status	Required
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**Section 20: Funding Source**

This invitation to bid is funded with **State and County funds.**

**Section 21: Attachments**

Attachment I: Etowah Park Concrete Project Plans