



Henderson County Government
ITB: Henderson County Courthouse Elevator
Modernization

Date of Issue: May 13, 2026

Bid Due Date: May 29, 2026 by 10:00 AM EST

Mandatory Pre-Bid

Location: Main Entrance Steps of the Henderson County Courthouse,
200 N Grove Street, Hendersonville, NC 28792

Date: May 18, 2026

Time: 10:00 AM EST

Direct all inquiries concerning this ITB to:

Doug Guffey

Purchasing Agent

Phone: 828-694-5023

Email: hcpurchasing@hendersoncountync.gov

BID FORM

GENERAL

Pursuant to the General Statutes of North Carolina **formal sealed bids**, subject to the conditions and specifications herein, are invited for the Henderson County Courthouse Elevator Modernization project. All bids will be received by the Purchasing Agent, Doug Guffey, Henderson County Finance, 113 N Main Street, Hendersonville, NC 28792, at 10:00 AM EST, at which time the sealed bids will be publicly opened and read.

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:

Base Bid

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 one hundred and twenty (120), 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><u>FOR COUNTY USE ONLY</u></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 & 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 and date and time as indicated on the first page of this proposal.
- You must submit **sealed bids in hard copy format**. Ensure your bid is properly addressed and clearly marked with the appropriate bid number.
- 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 proposal?
- If an addendum to the specifications was issued, has it been signed and returned with this bid proposal?
- Have you enclosed statements explaining any exceptions made to the specifications?
- Have you included executed copies of the attachments, as applicable?
- Have you included copies of the appropriate licensure as defined by the bid documents?
- Have you included a Certificate of Insurance with minimum limits provided herein naming Henderson County as additionally insured?
- Have you included the appropriate HUB forms and affidavits as applicable?
- Have you included the bid deposit?
- Have you identified all subcontractors that you intend to use for the following subdivisions of work: HVAC, electrical, plumbing, and general.

INSTRUCTIONS TO BIDDERS

Section 1: Purpose

The purpose of this document is to provide general and specific information for the Henderson County Courthouse Elevator Modernization project. All bids and contracts are governed by Henderson County policy and Section 143-129 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	-	May 13, 2026
Mandatory Pre-Bid	10:00 AM EST	May 18, 2026
Deadline for Questions	10:00 AM EST	May 21, 2026
County Responses	04:00 PM EST	May 22, 2026
Bids Due	10:00 AM EST	May 29, 2026

A **MANDATORY PRE-BID MEETING** will be held at the Henderson County Courthouse, 200 N Grove Street, Hendersonville NC 28792 at the time indicated above. Please meet at the Courthouse main entrance steps. 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 3: 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

Section 4: 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 5: 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 6: 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 7: 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 8: 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. **BID FORM:** Submit all prices and offers on the **BID FORM(s)** provided herein. All bids must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated.
- 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 9: How to Submit Bids

- I. **SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.**
- II. Provide (2) complete sets of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, printed one side, only bound with a single staple in the upper left corner or with a single removable clip (no 3-ring binders) and must be SEALED in an envelope. **NO EMAIL OR FAX BIDS WILL BE ACCEPTED.**
- III. All bids must be mailed or delivered as follows in enough time to ensure receipt by the Purchasing Agent for this purpose on or before the time and date specified on the Bid Form. Bids not received by the time and date specified on the Bid Form will not be opened or considered.

Mailing & Delivery Address:

ITB: Henderson County Courthouse Elevator Modernization
Doug Guffey
Henderson County Finance
113 N Main Street
Hendersonville, NC 28792

- IV. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

Section 10: Bid Opening

- a. Bids will be opened and read at the time and place shown on the enclosed Bid Form. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- b. Bidders may review and request copies of the bid documents after the public bid opening has concluded.
- c. 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. No bids may be withdrawn except for as provided herein.

Section 11: Award of Bid

- I. 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.
- II. **Bid Award Approval:**
The Henderson County Board of Commissioners will approve the award of the bid at a designated meeting.

Section 12: Errors in Bids & Bid Withdrawal

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.

Should a bidder wish to withdrawal their bid, the bidder will forfeit the bid deposit (if applicable) as defined herein unless the conditions specified in NCGS 143-129.1 are met.

Section 13: Bid Tabulation

Bidders may request a bid tabulation from the Purchasing Agent, after the public bid opening.

Section 14: Specifications

- I. **Overview:**
It is the intent of these specifications to set up minimum requirements for the **Henderson County Courthouse Elevator Modernization** 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 as 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. Refer to the Project Manual for full specifications.
- 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. Bidder must submit a timeline for the beginning and completion of the project.
4. Bidder 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 Contractors responsibility and expense to correct.
5. Cleanup of all affected work areas shall be completed daily.

IV. Warranty

1. The construction services and materials furnished by the winning bidder (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 15: Licensure

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

General Contractors License No: _____

Section 16: Identification of Subcontractors

Bidders must identify all subcontractors they intend to use for the following subdivisions of work:

1. HVAC
2. Electrical
3. Plumbing
4. General

Pursuant to NCGS 143-128(d) bidders shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except in the following conditions:

- (i) if the listed subcontractor's bid is later determined by the contractor to be nonresponsible or nonresponsive
- (ii) the listed subcontractor refuses to enter into a contract for the complete performance of the work, or
- (iii) the awarding authority approves the substitution for good cause shown by the contractor.

Section 17: Bid Bond

For any proposal to be considered or accepted by the County, the proposal must include at the time of filing, a bid bond in the amount of five percent (5%) of the total bid price. The bid bond must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after award or fails to give satisfactory surety as required herein. Bid bonds shall be submitted to the County using AIA Document A310, or the equivalent bid bond document if the underlying basic contract is created with a form supplied by a different group than the American Institute of Architects or be in the form of a certified check payable to the County, in the amount of five percent (5%) of the total bid price. If a bond is used, it must be issued by an insurer licensed to do business in North Carolina.”

Section 18: Payment & Performance Bonds

Selected Contractor(s) will be required to post a Performance and Payment Bond issued and guaranteed by a North Carolina-licensed insurer in the amount of 100% of an event’s estimated contract cost for contracts costing more than \$50,000 that are part of a project costing more than \$300,000. The bond shall continue throughout the contract execution period, from when the County issues a Notice to Proceed and Purchase or Contract Order, until such time as the scope of work contained in the contract is completed as determined by the County.

Bonds shall remain in effect until final acceptance of the project by the County or when final payment becomes due for a County Purchase Order initiated project or until the County determines the bond may be reduced or is no longer required. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the Purchase Order.

The surety bonds must be in the form as provided by Surety Association of America, the American Institute of Architects (AIA-A312), Associated General Contractors of America, Engineers Joint Contract Documents Committee, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specification Institute without any variations in the standard forms, or in any other forms authorized by North Carolina General Statute.

Section 19: 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 20: 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

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.

Section 21: Minimum Insurance Requirements

The Bidder shall provide an Insurance Certificate naming Henderson County as **additionally insured** with the minimum limits indicated below:

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

Section 22: W9

Bidder shall provide a copy of their W9 dated within the past 12 months with their bid.

Section 23: Attachments

- I. Refer to full Drawing Set and Project Manual, dated May 12, 2026.