

<p><b>HAYWOOD COUNTY SCHOOLS</b></p> <p>401 Farmview Drive</p> <p>Waynesville, NC 28786</p>	<p><b>REQUEST FOR QUOTE</b></p> <p><b>RFQ# 18-20</b></p> <hr/> <p>Quote Due Date: <b>July 29, 2020</b></p> <hr/> <p>Project : Water Heater for Canton Middle School</p>
<p>Refer <b><u>ALL</u></b> Inquiries to: <b>Josh Mease</b></p> <p>Phone: (828) 456-2402      Cell: (828) 734-5570</p>	<p><b>Project Designer: Randy Hall</b></p> <p>Phone: (828) 456-2402      Cell: (828) 421-9848</p>
<p>E-Mail: <a href="mailto:jmease@haywood.k12.nc.us">jmease@haywood.k12.nc.us</a></p>	<p>E-Mail: <a href="mailto:rhall@haywood.k12.nc.us">rhall@haywood.k12.nc.us</a></p>

**NOTICE TO OFFEROR**

Quotes, subject to the conditions made a part hereof, will be received due in this office **Tuesday, August 11, 2020 until 3:00 pm EST** for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Faxing is not acceptable.

**Quotes are subject to rejection unless submitted on this form and all pages returned.**

**EXECUTION**

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2) and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

**BASE QUOTE:** 250-Gallon 208V 3-Phase 18 kw Water Heater. Please provide lead time and warranty information along with dimensions of width and height of water heater.

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

**BASE BID \$ \_\_\_\_\_ dollars and \_\_\_\_\_/100**

<b>OFFEROR/VENDOR:</b>		<b>FEDERAL ID OR SOCIAL SECURITY NO.</b>	
<b>STREET ADDRESS:</b>		<b>PO BOX:</b>	<b>ZIP:</b>
<b>CITY &amp; STATE &amp; ZIP:</b>		<b>TELEPHONE NUMBER:</b>	
<b>TYPE OR PRINT NAME &amp; TITLE OF PERSON SIGNING:</b>		<b>FAX NUMBER:</b>	
<b>AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	<b>EMAIL:</b>	
<b>MINORITY STATUS:</b>			

***Offer valid for 30 days from date of opening unless otherwise stated.***

## ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, an authorized representative of Haywood County Schools shall forward an executed purchase order to signify award. Along with the purchase order, this document and the provisions of the Instructions for Quotes, special terms and conditions specific to the Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties.

**RETURN INSTRUCTIONS:** Quotes may be accepted via regular mail or overnight mail at the following address: **401 Farmview Drive, Waynesville, NC 28786**. Or, quotes may be accepted via email, as a fully executed quote of prices to Maintenance Assistant, Kristie Payne, at [kristie@haywood.k12.nc.us](mailto:kristie@haywood.k12.nc.us). It is the responsibility of the offeror/vendor to have the quote in this office by the specified time and date of opening. Telephone confirmation should be initiated to Kristie Payne, Maintenance Assistant.

### **INSTRUCTIONS FOR QUOTES**

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to the Request for Quotes, the specifications and the North Carolina General Contract Terms and Conditions. Haywood County Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have not force or effect.
3. **DEFINITIONS:**
  - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quotes.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this quote.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **TIME FOR CONSIDERATION:** ***Unless otherwise indicated*** the offer shall be valid for 30 days from the date of quote opening. Preference may be given to quotes allowing not less than 30 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions of Quotes.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer with not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made altered only be written addendum from Haywood County schools. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** Haywood County Schools reserves the right to reject any and all quotes, to waive any informality in quotes, and unless otherwise specified by the offeror, to accept any item in the quote. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

12. **REFERENCES:** Haywood County Schools reserves the right to require a list of users of the exact item offered. Haywood County schools may contact these users to determine acceptability of the quote. Such information may be considered in the evaluation of the quote.
  13. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Haywood County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and on-profit work centers for the blind and severely disabled.
  14. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to Haywood County schools as determined upon consideration of such factors: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the quote; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Haywood County schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Haywood County Schools or the offeror, Haywood County Schools reserves the right to accept any item or group of items on a multi-item quote. In addition, on TERM CONTRACTS, Haywood County Schools reserves the right to make partial, progressive or multiple awards; where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, deliver, service, geographical areas; other factors deemed by Haywood County schools to be pertinent or peculiar to the purchase in question.
  15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Haywood County schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
  16. **TAXES:**
    - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
    - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
  17. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become Haywood County Schools property. Each individual sample must be labeled with the offeror's name, quote number, and item number. A sample of which an award is made, will be retained until the contract is completed, and then returned, if requested as specified above.
  18. **PROTEST PROCEDURES:** When an Offeror wants to protest a contract award pursuant to this solicitation that is over \$10,000.00 they must submit a written request to the Haywood County Schools Maintenance Assistant at the address given in the Request for Quotes entitled "Mailing Instructions". This request must be received in the Haywood County Schools Maintenance Director's Office within thirty (30) consecutive calendar days from the date of the contract award, and 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. Offerors may go to the Haywood County schools Bids and Quotes website to obtain a status of contract award. All protests against Haywood County schools will be handled in the same manner as the North Carolina Division of Purchase and Contract: North Carolina Administrative Code Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
  19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
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## NORTH CAROLNIA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Haywood County schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Haywood county schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Haywood County Schools.
2. **GOVERNMENTAL RESTRICTIONS:** In the vent any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the item offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing Maintenance Director at once, indicating the specific regulation which required such alterations. Haywood County Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.9(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 bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
5. **SITUS:** The place of this contract, its situs and forum shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTORS SIDE:** Haywood County Schools reserves the right to inspect, at a reasonable time, they equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Haywood County Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor payment fi the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that nay item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the labor or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturer's Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, which such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save Haywood County Schools, its officers, agents and employees, harmless form liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existing of this contract or the name of Haywood County Schools, as part of any commercial advertising.

14. **ACCESS TO PERSONS AND RECORDS:** The Haywood County Schools Maintenance Director shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Haywood County Schools may:
- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
- COVERAGE** – 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:
- a. **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 a 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 sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - b. **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis is the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.) Haywood County Schools must be listed as the Certificate Holder and as "additional insured" on the policy.
  - c. **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.
- REQUIREMENTS** – 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.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** - Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, Haywood County schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind of nature against Haywood County Schools' agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to Haywood County Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy manufacturer's official notice or other acceptable evidence that the change is general in nature.

- b. **Decreases:** Haywood County Schools shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases: Consumer Price Index (CPI):** Contract prices for equipment and/or service will remain firm through June 30, 2021. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 day prior to the adjustment date, the adjustment will be effective 30 days after Haywood County Schools receives their written request. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Southern Region. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base yearly average (January through December beginning with the year 2020); and each (January through December) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All bidders will be capped with a 3% maximum price increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with the provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoices as a separate item.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet. However, no implication is made by Haywood County schools that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**AWARD CRITERIA:** As provided by Statute, award will be based on the lowest and best bid(s) most advantageous to Haywood County Schools as determined by consideration of:

- 1) Price
- 2) General reputation and performance capabilities of bidder
- 3) Conformity with intent of specifications herein

\*\*\*\*\* **TRANSPORTATION CHARGES: All transportation charges must be prepaid and included in quote.** \*\*\*\*\*

- ❖ Orders delivered to Haywood County Schools Maintenance Department, 401 Farmview Drive, Waynesville, NC 28786 **unless otherwise noted.**
- ❖ All orders must ship from vendor complete. Partial shipments without prior approval are not acceptable.
- ❖ Unit prices will NOT include sales tax.
- ❖ Minority, women and disabled owned businesses should notate this status on quote sheet.
- ❖ Signed quote package shall be returned for evaluation purposes.
- ❖ Manufacturer's standard warranty shall apply.
- ❖ **No substitutions without prior approval.**

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

**END OF RFQ**