



BUNCOMBE COUNTY PUBLIC SCHOOLS  
MAINTENANCE DEPARTMENT  
**175 BINGHAM RD., ASHEVILLE, NC 28806**  
TELEPHONE (828) 232-4244  
FAX (828) 232-4249

### ***Bidding Instructions***

*Please fill out all heading information for each page.*

*Please bid all items that you can.*

*The contract period begins January 1, 2017 through December 31, 2017.*

**Bid prices must be held for one year.**

**We must have bid price per each item or per foot (not by 100 or 1,000).**

**Please round prices to the nearest whole cent.**

**Example: \$1.9123 should be priced at \$1.91.**

**Update current vendor item number in order to cross reference easily.**

*Please indicate if you have items in stock or if not, indicate shipping time.*

***Shipping will be included in bid price.***

**The Buncombe County Board of Education does not accept back orders.**

**Bids are due on or before 4:00 PM on  
December 14th, 2016**

Please send all bids electronically to Michael Mace or Sandra McPeters

*Pay particular attention to carton counts.*

***If you have any questions, please call or come by if you would like to see  
current warehouse items on the bid list.***

*Buncombe County Schools' Maintenance Department*

*Attn: Mr. Michael Mace*

*Email – [Michael.mace@bcsemail.org](mailto:Michael.mace@bcsemail.org)*

*Phone (828) 225-1116*

*Cell Phone (828) 775-3638*

*Sandra McPeters*

*Email – [Sandra.mcpeters@bcsemail.org](mailto:Sandra.mcpeters@bcsemail.org)*

*(828) 225-1103*

OFFEROR: \_\_\_\_\_

<b>BUNCOMBE COUNTY SCHOOLS</b> 175 Bingham Road Asheville, NC 28806	<b>REQUEST FOR QUOTES Q 52-16</b> Quotes due date: 12/14/2016 <b>HVAC</b>
<b>Refer ALL Inquiries to:</b> Ron Venturella, CLGPO, Purchasing Officer Telephone No. 828-255-5890/5891	Project Designer: Michael Mace, Maintenance Department Phone: 828-232-4244
E-Mail: ron.venturella@bcsemail.org	E-Mail: Michael.mace@bcsemail.org
<b>(See page 2 for mailing instructions.)</b>	

**NOTICE TO OFFEROR**

Quotes, subject to the conditions made a part hereof, will be received due in this office Wednesday, December 14<sup>th</sup>, 2016 until 4:00pm for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

**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.

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

OFFEROR/VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
MINORITY STATUS:			

Offer valid for 60 days from date of opening unless otherwise stated: (See Instructions for Quotes, Item 5). Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days (See Instructions for Quotes, Item 6).

**ACCEPTANCE OF QUOTE**

If any or all parts of this quote are accepted, an authorized representative of Buncombe 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 this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties.

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

**It is desirable that all responses meet the following requirements:**

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

**MAILING INSTRUCTIONS:** Email or postal mail only one fully executed complete quote document, unless otherwise instructed, and only one quote per email or envelope. Please include Quote Number in the subject line if emailing or if postal mailing, address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time and date of opening. All labeled pages must be returned.

**Emailed (Preferred), Postal Service, or Hand  
Delivered**

QUOTE NO. 52-16

[Michael.mace@bcsemail.org](mailto:Michael.mace@bcsemail.org)

[Sandra.mcpeters@bcsemail.org](mailto:Sandra.mcpeters@bcsemail.org)

OR

Buncombe County Schools

Attn: Michael Mace

175 Bingham Road

Asheville, NC 28806

**TABULATIONS:** calling the project designer or purchasing division listed on the first page of this document can obtain verbal tabulations of quotes and award information.

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

**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 this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions. Buncombe 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 no 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 on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 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 for 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 will not satisfy this provision. Quotes, which do not comply with these requirements, will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items, which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. 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.
12. **ACCEPTANCE AND REJECTION:** Buncombe 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 or the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** Buncombe County Schools' reserves the right to require a list of users of the exact item offered. Buncombe County Schools may contact these users to determine acceptability of the quote. Such information may be considered in the evaluation of the quote.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County 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. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to Buncombe County Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the 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 Buncombe County Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Buncombe County Schools or the offeror, Buncombe County Schools reserves the right to accept any item or group of items on a multi-item quote. In addition, on TERM CONTRACTS, Buncombe 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, delivery, service, geographical areas; other factors deemed by Buncombe County Schools to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Buncombe 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.
17. **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 neither any personal property taxes, nor any sales or use tax (or fees) unless

required by  
the North Carolina Department of Revenue.

18. **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 Buncombe County Schools' property. Each individual sample must be labeled with the offeror's name, quote number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an Offeror wants to protest a contract award pursuant to this solicitation that is over \$10,000 they must submit a written request to the State Purchasing Officer at the address given in the Request for Quotes entitled "Mailing Instructions". This request must be received in the Division of Purchase and Contract 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 call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
20. **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.

#### **NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Buncombe County Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Buncombe County Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Buncombe County Schools.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Buncombe 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. 105-164.8(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 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 CONTRACTOR'S SITE:** Buncombe County Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Buncombe 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 the contractor for payment shall accept it if the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then the contractor may process payment immediately.
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 any 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.

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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 label 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 Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where 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 Buncombe County Schools, its officers, agents and employees, harmless from 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 existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor 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 or 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, Buncombe County Schools may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - 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:
- 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 sublet, the contractor shall require the subcontractor to provide the same coverage for any of his 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 \$500,000.00 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.
- 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, Buncombe 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 tortuous 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 or nature against the State's 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. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-

Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

**THE SUCCESSFUL BIDDER (S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

The Supplier Manager will invoice contractor or its' Authorized Reseller, as applicable, monthly for the State's transaction fee. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

**CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER (S) DEFAULTS.**

21. **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, either party may cancel this contract in whole or in part by giving 30 days prior notice in writing to the other party.

22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **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 Buncombe County Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Buncombe County Schools shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Buncombe County Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Buncombe County Schools shall occur not later than 15 days after the receipt by Buncombe County Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for 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 this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced 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/supplies 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 the State/BCS 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.

Number of days to delivery upon receipt of purchase order: \_\_\_\_\_

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



**Buncombe County Board of Education**  
**Attn: Purchasing**  
**175 Bingham Road**  
**Asheville, NC 28806**  
**(828) 255-5891**

**Buncombe County Schools**  
**HVAC Q52-16**

**Company** \_\_\_\_\_

**Mailing**  
**Address** \_\_\_\_\_

**Telephone #** \_\_\_\_\_

**Fax #** \_\_\_\_\_

**Authorized Person** \_\_\_\_\_

\*\*\*\*\*

**Price of Bid Effective Date:**

**\*\*January 1, 2017 to December 31, 2017\*\***

**ALL PRICES TO INCLUDE SHIPPING**

**Round all prices to the nearest whole cent.**

<b>Item Number</b>	<b>Item Description</b>	<b>Vendor Item #</b>	<b>Price Per Each</b>	<b>Item in Stock</b>	<b>Item Ship Time</b>
HAF002	AIR FILTER / AIR COMPRESSOR	0492516	_____	_____	_____
HAQ002	AQUASTAT RANGE 100 TO 240 DEGREES HONEYWELL L36-91	0458539	_____	_____	_____
HAQ003	AQUASTAT RANGE 40 TO 180 DEGREES L36-916	L4006A1959	_____	_____	_____
HAQ004	AQUASTAT MANUAL RESET 110-290 DEGRE	HWL4006E1067	_____	_____	_____
HAQ006	AQUASTAT RANGE 65 TO 200 DEGREES	0458540	_____	_____	_____
HAR011	BOILER SAFETY CONTROL / LOW WATER CUTOFF	55OP	_____	_____	_____
HAR017	MINI PEEPER -TEMP 0-215D F HONEYWELL	C7027A1023	_____	_____	_____
HAR112	BOILER PUMP CONTROL LOW WTR CUT OFF L86-135	L86-135	_____	_____	_____
HBB001	DEFROST BOARD REPLACEMENT KIT, BARD 8620-214	8620-214	_____	_____	_____
HBC005	ACTUATOR N.O. 24 VAC	ACT00317	_____	_____	_____
HBC006	BARD FAN CONTROL	X82-506	_____	_____	_____
HBC007	ACTUATOR N.C. 24 VAC	ACT00316	_____	_____	_____

<i>Item Number</i>	<i>Item Description</i>	<i>Vendor Item #</i>	<i>Price Per Each</i>	<i>Item in Stock</i>	<i>Item Ship Time</i>
HBC102	SOLENOID AIR VALVE	AL-171	_____	_____	_____
HBC105	SOLENOID AIR VALVEBARBER COLEMAN AL-170	AL- 170	_____	_____	_____
HCB007	CONTACTOR 2 POLE 24 VOLT 30 AMP	DICO D91321	_____	_____	_____
HCN001	CONTACTOR 2 POLE 25 AMP 120V COIL	L45-033	_____	_____	_____
HCN005	TACO SEAL ASSEMBLY KIT	AM951-3161 BPR	_____	_____	_____
HCN006	TACO SEAL 951-3162BRP	AM951- 3162BRP	_____	_____	_____
HCO030	COMPRESSOR OIL #30 1 GALLONAEON 500	0409873	_____	_____	_____
HCP100	CONDENSATE PUMP	B81-119	_____	_____	_____
HDT002	DUCT TAPE - FOIL 2 1/2" WIDE UL LISTED - NO SUBSTITUTE	G89-933	_____	_____	_____
HFR003	REFRIGERANT - Per Pound - R- 22 - (MSDS REQUIRED)	GENE-R-22	_____	_____	_____
HFR004	REFRIGRANT 134 A - (MSDS REQUIRED)		_____	_____	_____
HFS020	AIR FLOW SWITCH OPEN/CLOSE ON FLOW WHITE ROGERS L3	L36-820	_____	_____	_____
HHC002	EVAPORATOR COIL CLEANER INDOOR NON ACID (MSDS REQUIRED)	4168-08	_____	_____	_____
HHC003	CONDENSOR COIL CLEANER ALKI- FOAM ONE GAL. (MSDS) REQUIRED)	B82-552	_____	_____	_____
HHE003	HEAT TAPE 50FT. RL, 120 VOLT	WWGW51-24P	_____	_____	_____
HHE091	PLUG KIT 20 min.	10802	_____	_____	_____
HHG010	BOILER GAUGE PSI-50 LB. 260F	L39-654	_____	_____	_____

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HHG012	BOILER GAUGE PSI-200 LB. 320F	L38-171	_____	_____	_____
HHG014	BOILER GAUGE PSI-50 LB. 260F ANGLE PT1088	CTP25R	_____	_____	_____
HHG024	LINE TEMP. GAUGE 30-240D F	E-420/240	_____	_____	_____
HOF005	OIL FILTER - INLINE PNUMATIC	A-4000-1037	_____	_____	_____
HPP005	PNUMATIC FITTING KIT	MJK100	_____	_____	_____
HRP001	BIO PAD #10509-10-AC DRAIN PAN ODOR AND BACTERIA PADS		_____	_____	_____
HSF005	SIDE STREAM WATER FILTER CARTRIDGE, HARMSCO=HC/170-50 HT		_____	_____	_____
HTG002	THERMOSTAT GUARD - WHITE	DIV585TG	_____	_____	_____
HTH002	THERMOSTAT PNEUMATIC TK- 1731	TK 1731	_____	_____	_____
HTH004	SENSOR,ZONE SET TOV, TWO SPEED FAN	SENO1524	_____	_____	_____
HTH007	THERMOSTAT TRANESENSOR, ZONE,SET TOV, THREE SPEEDFAN	SEN1518	_____	_____	_____
HTH100	THERMOSTAT - ROBERT SHAW	L38-481	_____	_____	_____
HTH741	THERMOSTAT / BARBER COLMAN	TK-1741	_____	_____	_____
HTM002	MOTOR, 1/3HP 115V 900RPM, MOT09585	MOT09585	_____	_____	_____
HTM004	MOTOR, 1/4HP 115V 1075RPM, MOT09584	MOT09584	_____	_____	_____
HTS002	ROOM TEMPERATURE SENSOR	TR21-HON	_____	_____	_____
HTW182	THERMOSTAT WIRE - 18/8 250 ' ROLL UL Brown	G80-225	_____	_____	_____

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HVP002	VALVE PACKING CARTRIDGE KITYBA-622-2	YBA-622-2	_____	_____	_____