

REQUEST FOR QUOTATION

(Use for Projects \$2,000 - \$30,000) (ESSER)

**CUMBERLAND COUNTY SCHOOLS
PLANT OPERATIONS FACILITY
810 GILLESPIE STREET
FAYETTEVILLE, NC 28306**

Mark Harris, Project Manager
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A Mandatory Pre-Bid Conference will be held at the C. Wayne Collier Elementary School. Contractors interested in bidding shall meet at **9:00 a.m. on May 12, 2022, at C Wayne Collier Elementary School; 3522 Sturbridge road, Hope Mills, North Carolina 28348 (910-424-7200)**. PLEASE sign in at the front office upon arrival at the school.

A Sealed Proposal, subject to the conditions made a part hereof, will be received until May 26,2022 at 10:00 am, for furnishing product/service described herein.

IMPORTANT NOTE: Address enclosure as shown below. It is the responsibility of the bidder to have the bid in the office of Plant Operations, Cumberland County Schools by the specified time and date of opening.

Project: C. WAYNE COLLIER KITCHEN A/C

Timetable for the Project

It is the Owner's intent to make a recommendation regarding award of these Contracts by June 3, 2022. A Notice of Intent to Award will be prepared and conveyed to the Contractor immediately. The Contractor shall commence the performance of this Contract and shall diligently continue its performance to and until final completion of the Project. Project shall start on June 11 and contractor shall have 10 calendar days to complete the project, making the final completion date June 21. Schedule of construction must be coordinated with school personnel.

Insurance

The Contractor shall provide, as required by law, insurance for his employees. The Cumberland County Board of Education (Owner) assumes no liability for injuries or accidents related to the contractual agreement. The Contractor shall furnish Certificate of Insurance to the Owner as proof of coverage. The Contractor shall maintain and pay for Insurance coverage and shall not be less than the following:

- A. Workman's Compensation Statutory
Employers Liability \$1,000,000
Owners/Officers must be included in coverage
- B. General Liability (per person/per occurrence):
 - 1. Bodily and Personal Liability \$1,000,000/\$2,000,000
 - 2. Property Damage \$1,000,000/\$2,000,000 Aggregate
- C. Automobile Liability (per person/per occurrence)
 - 1. Bodily Injury \$1,000,000
 - 2. Property Damage: \$1,000,000 Aggregate
- D. The owner shall be listed as an additional insured

Certificates of Insurance shall be filed with the Owner. During construction of the work, the Contractor shall provide updated records whenever any of these coverages become outdated.

A sample certificate and additional insured endorsements are found at the end of this document.

Each certificate of insurance shall bear the provision that the policy cannot be canceled or coverage reduced or eliminated in less than thirty (30) days after mailing to the insured and/or the Owner of such alteration or cancellation. Contractor shall provide endorsement(s) naming the Cumberland County BOE as an additional insured on both contractor's General Liability and Automobile Liability insurance coverage. The certificate holder shall be named:

**Cumberland County BOE,
Attn: Joe Desormeaux, Assoc. Superintendent, Aux. Services.
2465 Gillespie St., Fayetteville, NC 28302.**

Performance

The Contractor shall commence work to be performed under the Contract on a date to be specified in a Notice to Proceed issued by the Owner and shall substantially complete all work in accordance with the project Time Table. If the Contractor fails to begin the work within ten days after the date specified in the Notice to Proceed, or progress of the work is not maintained on schedule, or the Contractor fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the work, or shall perform the work unsuitably, or not in accordance with plans and specifications, or in violation of safety requirements or for any cause whatsoever shall not carry on the work in an acceptable manner, then the Owner shall declare this Contract in default and Owner may terminate the performance of the Contract and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid until the work is complete. After Final Completion has been achieved, if any portion of the contract price, as it may be modified thereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. Failure of a Contractor to meet the requirements of a Contract and/or insufficient performance may disqualify Contractor from bidding future Projects.

Warranty

The Warranty for work and materials by the Contractor shall be for a period of one year from date of acceptance by the Project by the Owner.

MANDATED CONTRACT TERMS

1. **Iran Divestment Act and Divestment from Companies Boycotting Israel.** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

2. **Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

3. **Sex Offender Registries; Ban on Direct Interaction with Children.** Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program,

or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, “Registered Sex Offenders.”

4. **E-verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5. **Policy Compliance.** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

FEDERALLY FUNDED PROJECTS – UNIFORM GUIDANCE PROVISIONS

This project is being funded with federally awarded grants and is subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) codified at 2 C.F.R. Part 200, Subpart D (§§ 200.318-326), including the contract provisions in Appendix II, as applicable.

Owner’s right to terminate or suspend the work – All contracts in excess of **\$10,000** must address termination for cause and for convenience by the Owner including the manner by which it will be affected and the basis for settlement as follows:

The Owner may terminate or suspend this Contract in accordance with the following terms and conditions:

- a. The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor’s right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:
 1. The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Architect. If the Contractor fails to file a termination claim within 6 months from the effective date of termination, any termination claim is waived;
 2. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 3. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - i. Contract price for labor, materials, equipment and other services accepted under this Contract;

- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (a) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
- iv. The total sum to be paid the Contractor under this Subparagraph (a) shall not exceed the total Contract price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

b. If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the contract price, as it may be modified hereunder remains after the cost to the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph (a) and the provisions of Subparagraph (a) shall apply.

c. The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for whatever period of time the Owner determines. If such suspension is directed by the Owner, the Contractor shall immediately comply with same. In the event the Owner directs a suspension of performance under this Paragraph, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

1. The mobilization and remobilization, including such costs paid to subcontractors;
2. Preserving and protecting work in place;
3. Storage of material or equipment purchased for the Project, including insurance thereon;
4. Performing in a later, or during a longer, time frame than the contemplated by the Contract.

Equal Employment Opportunity (41 C.F.R. Part 60) - The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Davis Bacon Act – (For All Prime Construction Contracts in Excess of \$2,000) - as amended (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards and Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractors are required to pay wages to laborers and mechanics at a rate not less than the 2019 - Request For Quotation

prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week.

Copeland “Anti-Kickback” Act – (For All Prime Construction Contracts in Excess of \$2,000) - (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3). Contractors or sub-recipient are prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up part of the compensation to which he or she is otherwise entitled.

Debarment and Suspension – (Executive Order 12549 and 12689) – A contract award must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM).

Procurement of Recovered Material – Contractors must comply with section 600 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of [recovered materials practicable](#), consistent with maintaining a satisfactory level of competition, considering such guidelines.

Domestic Preferences for Procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Description

SCOPE OF WORK – Contractors are to supply and install two 3ton Fujitsu mini split heat pumps with wall mounted air handlers. Contractors will mount air handlers on boxed in ¾ inch wooden panels that are painted white. Condensers will be mounted on a pre- fab wall brackets that are rated for their weight. Brackets are to be installed according to manufacturer specifications. Contractor will run power from the existing electrical outlet box to new disconnect boxes located near the condensers. The existing outlet box shall be changed to a disconnect box. Contractor to install new control power wire, line set and drain that will be covered with approved cover and installed in a straight, squared manner. Contractors will supply all equipment, wiring, disconnects, wood panels, line set and cover, unit wall brackets and drain line as required for a complete working system. Contractors are responsible for all permits and inspections.

BID

Installation and sales taxes are included.

Total Bid Amount:

(\$ _____)

In compliance with this request for quotation and subject to conditions herein, the undersigned offers and agrees, if this quote is accepted within ____ days from the date of opening, to furnish any and all items upon which prices are quoted at the price set opposite each item. Signature certifies that this quote is submitted competitively and without collusion.

EXECUTION

In compliance with this Invitation for Bid, and subject to the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render the bid invalid. Late bids are not accepted.

Bidder:	Federal ID No.	
Street Address:	P.O. Box:	Zip:
City & State:		
Print Name & Title of Person Signing:	Telephone Number:	
Authorized Signature:	Fax Number:	
Date:	E-Mail:	
Minority Status *:	Form of Minority Certification**:	

*Non-minority, Black, Hispanic, Asian/American, White Female, American Indian, Socially and Economically Disadvantaged, Disabled
**Not Applicable, Local Agency, Self-Identified, State of NC HUB, Federal Agency, State of NC DOT, Out of State Agency, Unknown
(Note: In July 2009, businesses will be required to be certified through the State of NC HUB)

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Cumberland County Board of Education shall affix their signature hereto and this document and the provisions of the Instructions to Bidders of the Instructions to Bidders, special terms and conditions specific to this Invitation to Bid, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR CUMBERLAND COUNTY BOARD OF EDUCATION USE ONLY


Offer accepted and contract awarded this _____ day of _____, 20_____, as indicated on attached certification or purchase order,

By _____ (Authorized representative of Cumberland County Board of Education).

Attach COLI and applicable endorsements.

The Cumberland County BOE reserves the right to reject any and all proposals.

Sample certificate of insurance and endorsements

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY)					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>							
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
<p>PRODUCER</p>	<p>CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name (not parent company) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:</p>	<p>FAX (A/C, No): NAIC #</p>					
<p>COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:</p>							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p>	Y					<p>EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS</p>	Y					<p>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UMI* \$ 1,000,000</p>
	<p>UMBRELLA LIAB EXCESS LIAB</p> <p>DED RETENTION \$</p>						<p>EACH OCCURRENCE \$ AGGREGATE \$ \$</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NC) If yes, describe under DESCRIPTION OF OPERATIONS below</p>	Y/N N	N/A				
A	Sexual Abuse/Molestation Liability	Y					\$100,000 per person/\$300,000 per occ.
<p>DESC LES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>Cumberland County Schools is additional insured on the General Liability and Auto Liability policies shown above as respects contract with named insured above. "Workers compensation coverage must be INCLUDED for the owner and box must be marked "N" as shown above.</p> <p>If box is checked "Yes": you must list who has been excluded as owner/proprietor/partner/executive/member "UM/UMI" limits must be shown on the certificate.</p>							
CERTIFICATE HOLDER				CANCELLATION			
<p>Cumberland County Board of Education Attn: Joe Desormeaux, Assoc. Superintendent, Aux. Svcs. 2465 Gillespie Street, Fayetteville, NC 28306</p>				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>			

ACORD 25 (2010/05)

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Sample GL Additional Insured Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

Sample Auto Additional Insured Endorsement

Policy Number:
Effective:

COMMERCIAL AUTO
UGCA 35 99 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form. The inclusion of additional interest or interests will not operate to increase the limit of our liability.

An additional premium of \$ is fully earned at the time of issue.