



INVITATION FOR BIDS

DUE DATE FOR BID: 2:00 PM on 4/26/2022

Name of School and Address: Cumberland County Schools Operations Center 810 Gillespie Street Fayetteville, NC 28306	Item: 200 – Murdock Water Cooler/Bottle Filler. Model A171108F-UG Gray Finish Cooler. BF11 Bottle Filler w/pushbutton operations RFP Number: 173-22091
Refer general bid inquiries in writing only to: Contact Name: Chip Perry Email: phillipperry@ccs.k12.nc.us	Refer equipment/specification inquiries in writing only to: Contact Name: Chip Perry Email: phillipperry@ccs.k12.nc.us

Notice to Bidders

Sealed bids, subject to the conditions made a part hereof, will be received on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids are subject to rejection unless submitted on this form.

Execution:

In compliance with this Invitation for Bids, and subject to all 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 (GS. 143-54).

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

BIDDER:	Federal Tax ID or Social Security No:	
Street Address:	PO Box:	
City, State, Zip:	Telephone No:	Fax No:
Type or Print Name & Title of Person Signing:		Date:
Authorized Signature:	E-Mail:	

Offer valid for 30 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5). Prompt Payment Discount: _____% _____ days (See Instructions to Bidders, Item 6).

Are you a NC Recognized Historically Underutilized Business (HUB)? _____ YES _____ NO

If unsure, don't answer. More information at: <https://ncadmin.nc.gov/businesses/hub>

Mailing Instructions: Submit **two (2)** fully executed bid documents, unless otherwise instructed, and only one bid per envelope by any of the methods below. **DO NOT EMAIL OR SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION OF YOUR BID.** It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Delivered By US Postal Service, FedEx, UPS or other courier service	Hand Delivered
Purchasing Bid # 173-22091 Cumberland County Schools 810 Gillespie Street Fayetteville NC 28306 (910) 678-2551	Deliver your bid in person to the CCS Operations Center at 810 Gillespie Street Fayetteville, NC 28306
IMPORTANT: The Bid Number from page 1 must be shown on the outside of the envelope.	

Questions: Questions concerning this bid or equipment specifications must be submitted, in writing only, to the aforementioned individuals at their respective email address. The deadline for questions shall be **10:00 AM on 4/21/2022.**

Public Bid Opening: A public bid opening for this solicitation will be held at the CCS Operations Center located at 810 Gillespie Street and will begin promptly at **2:00 PM on 4/26/2022.**

Transportation Charges: FOB – Destination. Freight charges must be included in price. Delivery shall be made to:

Cumberland County Schools
Operations Center
810 Gillespie St.
Fayetteville, NC 28306.

Bid Evaluation: Bids are requested on the items and/or equipment as hereinafter specified. Bidders are cautioned that any/all information furnished or not furnished on this bid may be used as or in determination of this contract.

Award Criteria: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to CCS) as determined by consideration of:	
<ol style="list-style-type: none"> 1. Prices offered. 2. Quality of products offered. 3. General reputation and performance capabilities of the bidders. 4. Conformity with terms and conditions of this Invitation for Bids. 5. Delivery/installation schedule offered. 6. Durability and Suitability of items for intended use. 	<ol style="list-style-type: none"> 7. Functional Equivalency to specifications stated herein. 8. Samples, if requested. 9. Conformity of Product Specifications. 10. Product's Presentation and Finish 11. References

Basis for Rejection: Cumberland County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered: non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Cumberland County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Cumberland County Schools.

Samples: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to CCS within fourteen (14) consecutive calendar days after request is made by CCS. Bids which do not comply with these requirements will be subject to rejection.

Award of Contract: It is the general intent to award this contract to a single overall bidder. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by CCS to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are also requested to offer their most favorable total lump sum price.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, CCS reserves the right to reduce or increase quantities. Therefore, bidders must include freight in the "each" pricing for each line item, as well as identifying a per unit installation cost for each line item.

Delivery: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. The successful bidder will complete delivery within 30 calendar days upon receipt of Purchase Order unless otherwise stated here: _____ days. All items must be preassembled upon

arrival. Cumberland County Schools reserves the right to consider the delivery time offered as a factor in the award of contract.

Deviations: Deviations from specifications and requirements need to be documented on a separate sheet and attached to your bid. All items offered are in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. 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.

Late Bids: Regardless of cause, a late bid will not be accepted and will automatically be disqualified from consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Award Notification: After the bids have been evaluated and an award has been made, each vendor who submitted a bid will be notified of the award. The award may not be made for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process. Bidders' offers will be converted to a digital copy by Cumberland County Schools for archive purposes and bidders' original submittals may be destroyed after award notification.

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of Cumberland County Schools until after the award of the contract. All bidders are advised that they are not to have any communications with CCS during the evaluation of the bids (after the public opening of the bids and before the award of the contract) unless CCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of CCS, from the contract award.

Warranty: Bidder guarantees that all proposed equipment to be furnished is to be new and free from any and all defects in material and workmanship and agrees to replace promptly any part or parts which by reason of defective material or workmanship that fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from the date put into operation. Such replacement shall include all parts, labor, freight and transportation cost to the equipment location, and will be at no additional cost to the CCS.

References: List below references where your company has supplied equipment similar to that proposed. CCS reserves the right to require upon its request a list of users of the exact model of equipment bid. CCS may contact these users to determine quality level of the offered equipment. Such information may be considered in the evaluation of the bid.

SITE	DATE OF DELIVERY	CONTACT PERSON	PHONE NUMBER

E-Procurement Fees: Purchases shall be conducted through the NC E-Procurement service. If not already registered, the awarded bidder must register with NC E-Procurement 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 to NC E-Procurement a transaction fee, currently 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the NC E-Procurement service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order.

Federal Uniform Guidance: The source of funds for this purchase will include Federal grants and as subject shall be subject to the following additional provisions.

- a.) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.
- b.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- c.) Clean Air Act (42 U.S.C. 7401-7671q.) – The Vendor/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- d.) Access to Records – The Vendor/Contractor agrees to provide the Cumberland County Board of Education / Cumberland County Schools, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, excerpts, and transcriptions. The vendor/contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.
- e.) DHS Seal, Logo, and Flags – The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- f.) Compliance with Federal Law, Regulations, and Executive Orders – All parties to this Agreement

acknowledge that that Federal financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations and executive orders.

The Federal government is not a party to this contract.

(THIS SECTION INTENTIONALLY LEFT BLANK)

SPECIFICATIONS

Murdock Water Cooler/Bottle Filler. Model A171108F-UG Gray Finish Cooler. BF11 Bottle Filler w/pushbutton operations , or equal to.

Brand Names: Items referenced and specified herein are based upon a particular manufacturer, but are used for the purpose of identification and to establish a general quality level. Such references are not intended to be restrictive, and functionally equivalent products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. Functional equivalency shall be determined by Cumberland County Schools (CCS). CCS shall not be obligated to accept deviations if deemed not to be in the best interest of CCS.

See Specifications sheet attached

All Bidders must include with this Bid:

- ✓ Descriptive literature and specifications of each proposed products
- ✓ Estimated time from receipt of CCS Purchase Order to delivery
- ✓ Per unit shipping should be included in the base price per unit
- ✓ Do not include tax in bid price - When invoiced, sales tax should be invoiced as a separate line item.
- ✓ **List anything else you wish to be submitted with the proposal**

ITEM	Proposed Unit Mfg. and Model #	Cost (100-250) Each	Cost (2000-2500) Each

INSTRUCTIONS TO BIDDERS

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **Notice to Bidders:** **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **Execution:** Failure to sign under EXECUTION section will render bid invalid.
4. **Order of Precedence:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Cumberland County Schools' General Contract Terms and Conditions and (4) Instructions to Bidders.
5. **Time for Consideration:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
6. **Prompt Payment Discounts:** Bidders 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 bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **Information and Descriptive Literature:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid, sketches, descriptive literature and/or complete specifications covering the products offered. Bids which do not comply with these requirements will be subject to rejection.
9. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
10. **Acceptance and Rejection:** CCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
11. **References:** CCS reserves the right to require a list of users of the exact item offered. CCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to CCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; 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 CCS to be

pertinent or peculiar to the purchase in question. CCS reserves the right to accept any item or group of items on a multi-item bid.

13. **Historically Underutilized Businesses:** Cumberland County Schools is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. CCS 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.
14. **Confidential Information:** As provided by statute and rule, CCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. 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.
15. **Samples:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become CCS property. Each individual sample must be labeled with the bidder's name, bid 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.
16. **Acceptance and Rejection:** Cumberland County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
17. **Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Cumberland County Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **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.
2. **Taxes:** Cumberland County Schools is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.

NC G.S. 143-59.1 bars the Cumberland County Schools from entering into contracts with a vendor if the vendor or its affiliates meet one of the conditions of NC 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 NC G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office in the State, (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.

3. **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.
4. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Inspection at Contractor's Site:** Cumberland County Schools (CCS) 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 CCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. **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.
8. **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.
9. **Patent:** The contractor shall hold and save the CCS, 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.
10. **E-Procurement Fees:** (Applies to all goods contracts that include e-procurement and are identified as such in the body of the solicitation document): 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 North Carolina E-Procurement service.

A171.8-UG-BF Series

BARRIER-FREE, WALL MOUNTED, WATER COOLER WITH PUSHBUTTON OR SENSOR OPERATED BOTTLE FILLER

STANDARD FEATURES

Electric Water Cooler

- Child or Adult ADA Compliant (when properly installed)
- Apron and One-Piece Bottom Wrapper is Satin Finish Or Gray Powder Coat Finish
- Flexible, Low Flow, Antimicrobial, Anti-Rotation, Non-Squirt Bubbler
- Auto-Stop allows Cartridge and Strainer Service Without Removing Cooler Deck To Access Water Supply Stop
- Lead Free
- Rough-Ins Match Other Manufacturer's for Easy Replacement

Bottle Filler

- Hands-Free Sensor Operation or Pushbutton Operated
- ADA Compliant
- 100-Mesh Inlet Strainer
- 120VAC/9.0VDC Plug-In Transformer, With -BF12 Only
- Laminar Flow Water Supply
- 1 GPM Fill Rate
- -BF12 Sensor Has a 20 Seconds Maximum Run Time

SUGGESTED SPECIFICATIONS

Electric Water Cooler

Model A171108F-UG is a self-contained, pressurized Water Cooler that delivers a minimum of **8.0 GPH** (30.3 LPH) of water at 50°F (10°C) cooled from 80°F (26.7°C) inlet water and 90°F (32.2°C) ambient. Unit shall be activated from an Antimicrobial front Pushbutton using less than 5 pounds of force. Bubbler shall deliver a 0.3 GPM flow, have an Antimicrobial Flexible Guard with an integrally designed non-squirt feature and operate on a water pressure range of 20-105 PSIG. Basin shall be constructed from 304 Stainless Steel and have an Integral Drain. Cabinet shall be either Galvanized or Galvannealed Steel with Gray Powder Coat Finish or Stainless Steel with Satin Finish. Cooling system shall use R-134a Refrigerant and be Capillary Tube regulated. An Adjustable Thermostat with an off position shall regulate the refrigeration system. Unit shall be listed by Underwriters Laboratories for both the US and Canada and is compliant to the Air Conditioning and Refrigeration Institute Standard 1010. Unit is certified to ANSI A117.1, Public Law 111-380 (NO-LEAD), CHSC 116875 and NSF/ANSI 61, Section 9. Fixture meets ADA, ADA Standing Person, and ADA Child requirements when mounted appropriately. Unit shall still deliver ambient water temperature to the Bubbler in the absence of electrical power as long as there is a pressurized water supply.

Bottle Filler -BF11

Bottle Filling unit shall include Pushbutton Operated activation.

Bottle Filler -BF12

Bottle Filling unit shall include Sensor Operated activation with a 20 second maximum run time. LED Lights illuminate the Bottle Fill area and brighten when a bottle is detected. Optional -BCD (Bottle Counter Display) indicates the quantity of 16 oz disposable Plastic Bottles saved from a land fill and also displays the Water Filter status.

Bottle Filler housing construction will be 20 gauge Stainless Steel with a satin finish and will also include components manufactured from Antimicrobial, impact resistant ABS. Bottle Filler shall provide approximately 1 GPM flow rate with a Laminar Flow Spout to minimize splashing.



"RATED FOR INDOOR USE ONLY"

Model Number	GPH*	Rated Watts	Full Load Amps	Approx. Shipping Weight
A171408F-UG-BF	8.0	335	4.4	100 lbs.

* GPH of 50°F water at 90°F ambient room temperature and 80°F inlet water temperature. Compressor motor operates on 115 Volt / 60 Hz single phase.

MODEL:

(Must Specify Water Cooler)

FLEXIBLE BUBBLER

- A171108F-UG Gray Finish Cooler
- A171408F-UG Satin Stainless Finish (Shown)

STAINLESS STEEL BUBBLER

- A171108S-UG Gray Finish Cooler
- A171408S-UG Satin Stainless Finish

MUST SPECIFY BOTTLE FILLER: Satin Finish (only)

- BF11 Bottle Filler with Pushbutton Operation
- BF12 Bottle Filler with Sensor Operation
- BF12-BAT Bottle Filler with Battery Operated Sensor Operation
- BF12-BCD Bottle Filler with Sensor Operation with Bottle Counter Display

WATER COOLER OPTIONS:

(additional costs may apply)

- CSC5 Concealed Support Carrier
- DD Drop Down Door (with -WF1 Only)
- LOGO Customer Specified Logo / Graphics
- WF1 1500-Gallon Capacity, NSF 42+53, 1-Micron Lead Reduction Filter
- WF3 3000-Gallon Capacity, NSF 42+53, 1-Micron Lead Reduction Filter
- 220V 220 volt / 50 Hz or 60Hz Compressor

Complies with the following standards:

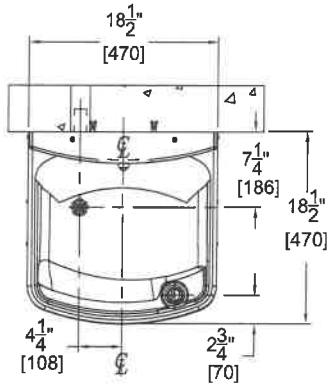
NSF/ANSI 61 (220V Compressor Only)

Test rating conditions are compliant with ARI 1010.

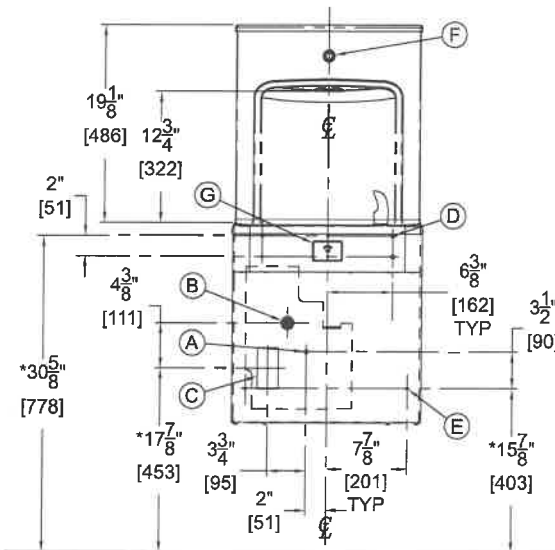
WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

A171.8-UG-BF Series

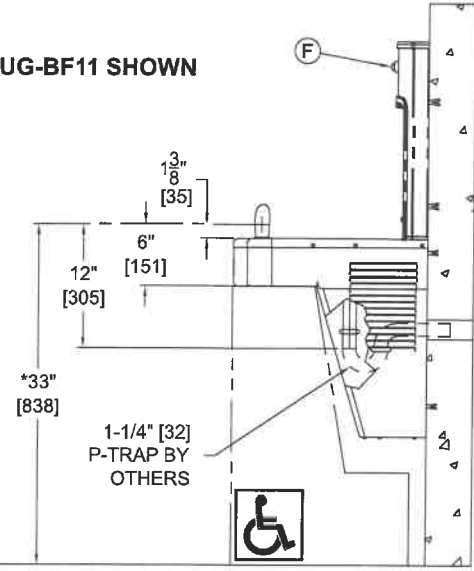
BARRIER-FREE, WALL MOUNTED, WATER COOLER WITH PUSHBUTTON OR SENSOR OPERATED BOTTLE FILLER



- A. 3/8" O.D. SUPPLY INLET
- B. WASTE OUTLET FOR 1-1/4" P-TRAP BY OTHERS
- C. ELECTRICAL SERVICE ROUGH
- D. Ø3/8" HANGER BRACKET PUNCHING, 6 PLACES FOR ANCHORING HARDWARE BY OTHERS
- E. Ø1/4" PUNCHING, 2 PLACES FOR ANCHORING HARDWARE BY OTHERS
- F. BOTTLE FILLER PUSHBUTTON
- G. PUSHBUTTON CARTRIDGE



A171408S-UG-BF11 SHOWN



SIDE VIEW

GENERAL NOTES:

1. ALL DIMENSIONS ARE IN INCHES [MM]
2. ALLOW 4 INCHES [102 MM] MINIMUM CLEARANCE PER SIDE FOR VENTILATION
- *3. DIMENSIONS SHOWN ARE FOR ADA ADULT HEIGHT. ADJUST VERTICAL DIMENSIONS AS NECESSARY TO COMPLY WITH FEDERAL, STATE, & LOCAL CODES
4. STOP VALVE, P-TRAP, & ELECTRICAL OUTLET NOT SUPPLIED
5. IMPORTANT: COOLERS MUST BE ATTACHED TO WALL WITH APPROPRIATE ANCHOR SCREWS

Murdock Mfg.™ warrants that its products are free from defects in material or workmanship under normal use and service for a period of 18 months from date of shipment. The sealed refrigeration system is warranted for five years. Murdock's liability under this warranty shall be discharged solely by replacement or repair of defective material, provided Murdock™ is notified in writing within one year from date of shipment, F.O.B. Industry, California.

SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Model Number & Options _____	Quantity _____	<p><i>All dimensions are subject to manufactures tolerance of plus or minus 1/2" nominal and subject to change without notice. Murdock assumes no responsibility for use of void or superseded data. Dimensions may change with the addition of optional accessories. Murdock Mfg.™, Member of Morris Group International™. Please visit www.murdockmfg.com for most current specifications.</i></p>
	Company _____		
	Contact _____	Title _____	
	Signature (Approval for Manufacturing) _____	Date _____	

INSTRUCTIONS TO BIDDERS

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10. **Acceptance and Rejection:** CCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
11. **References:** CCS reserves the right to require a list of users of the exact item offered. CCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to CCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; 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 CCS to be

pertinent or peculiar to the purchase in question. CCS reserves the right to accept any item or group of items on a multi-item bid.

13. **Historically Underutilized Businesses:** Cumberland County Schools is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. CCS 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.
14. **Confidential Information:** As provided by statute and rule, CCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. 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.
15. **Samples:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become CCS property. Each individual sample must be labeled with the bidder's name, bid 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.
16. **Acceptance and Rejection:** Cumberland County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
17. **Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Cumberland County Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **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.
2. **Taxes:** Cumberland County Schools is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.

NC G.S. 143-59.1 bars the Cumberland County Schools from entering into contracts with a vendor if the vendor or its affiliates meet one of the conditions of NC 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 NC G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office in the State, (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.

3. **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.
4. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Inspection at Contractor's Site:** Cumberland County Schools (CCS) 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 CCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. **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.
8. **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.
9. **Patent:** The contractor shall hold and save the CCS, 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.
10. **E-Procurement Fees: (Applies to all goods contracts that include e-procurement and are identified as such in the body of the solicitation document):** 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 North Carolina E-Procurement service.