



Cumberland County Schools

Invitation for Bids

DUE DATE FOR BID: 11:00 am (ET) May 25, 2017

Refer all inquiries to: Melanie Dixon	Item: Floor Finish & Stripper
Telephone No: 910-678-7083	Bid Number: WH170517
E-Mail: melanied@ccs.k12.nc.us	Source of Funds: Budgeted Money
Name of School and Address: CCS Operations Center 810 Gillespie St. Fayetteville, NC 28306	

NOTICE TO BIDDERS

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 (IFB), 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 ID or Social Security No:	
Street Address:		P. O. Box:	Zip:
City & State & Zip:		Telephone No:	Toll Free No:
Type or Print Name & Title of Person Signing:			Fax No:
Authorized Signature:	Date:	E-Mail:	

Offer valid for 45 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).

Mailing Instructions: Mail only one (1) fully executed bid document, unless otherwise instructed, and only one bid per envelope to the address listed below. Please note that if you send it via courier, allow one to two extra days for delivery. Some couriers do not deliver to this location. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

If Delivered By US Postal Service	If Hand Delivered	If Delivered by Courier
BID Number WH170413 Cumberland County Schools Attn: Mike Anderson, Purchasing 2491 Gillespie St Fayetteville NC 28306	BID Number WH170413 Cumberland County Schools Finance Bldg., Purchasing Dept. 2491 Gillespie St Fayetteville NC 28306	Some couriers do not deliver to this location. Packages are dropped at our warehouse and forwarded to us. Allow 1 to 2 extra days for delivery.

Late Bids: Regardless of cause, late bids 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.

Deviations: Deviations from specifications and requirements need to be documented on a separate sheet and attached to your bid. All item(s) offered is 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.

Delivery: Contractor shall provide individual deliveries to CCS Operations Center, 810 Gillespie St., Fayetteville, NC 28306 within seven (7) consecutive business days after receipt of the CCS purchase order, unless otherwise stated here: _____ days. CCS reserves the right to consider the delivery time offered as a factor in the award of the 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 <p>Cumberland County Schools reserves the right to waive any minor informality or technicality in bids received.</p>

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 determining of this contract.

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 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 consecutive calendar days after request is made by the State. 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. The place of contract shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

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.

Descriptive Literature: Bidders are requested to provide complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required.

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.

Firm Bid: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

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.

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PURCHASE THE FOLLOWING ITEMS

Quantity: +/- 2,200

High Solids Floor Finish (5 gallon) that meets or exceeds the following specifications:

- Modified Acrylic
- Solids-Non-Volatile 20%
- Solids-Total 25%
- Milky white color
- Mild odor
- PH between 8.5 – 9.0
- 45 minutes Dry/Recoat Time
- Slip Resistance
- 90+ specular gloss
- Leveling
- Spray buff or restorer buffability
- Removability
- Detergent Resistant
- Waterspot Resistant
- Heel Mark Resistant
- 2 Years Storage Stability
- Freeze / Thaw Stability
- Coverage 2000 – 2500 foot per gallon

Vendor Item # _____

Price Per Unit _____

Shipping Charges _____

Sales Tax _____

Total Price per Unit _____

Quantity: +/- 1,100

Heavy Duty/Free Rising Stripper & Reliquifer (5 gallon) that meet or exceed the following specifications:

- Clear color
- Sassafras odor
- PH Concentrate
- Water Thin Viscosity
- Low Foam
- Non-Abrasive
- No Phosphate content
- Solubility
- Emulsification
- Detergency
- Rinsable
- Flash Point above 200 degrees Fahrenheit
- Biodegradability
- 2 years Storage stability
- Freeze / Thaw stability

Vendor Item # _____

Price Per Unit _____

Shipping Charges _____

Sales Tax _____

Total Price per Unit _____

Are you a NC Recognized Historically Underutilized Business (HUB?) _____ **YES**
 If unsure, don't answer. More information: <https://ncadmin.nc.gov/businesses/hub>

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 Standard 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. **Transportation Charges:** FOB – Destination. Freight charges must be included in price.
8. **Term Contract Period:** The term of the contract shall be from date of award to June 30, 2017.
9. **Indefinite Order Quantity:** Bidders are informed that this bid is for an estimated quantity of goods. No guarantees in order quantities exist until bidder receives a purchase order from Cumberland County Schools (CCS). The quantities listed in this IFB are for estimation and planning purposes only. The listed quantities are subject to change, with no guaranteed minimum order implied by this Invitation for Bids. Award of items to certain vendors pertaining to this IFB does not guarantee purchase of stated quantities.
10. **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.**
11. **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.
12. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
13. **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 seven (7) consecutive calendar days after request is made by CCS. Bids which do not comply with these requirements will be subject to rejection.
14. **Payment Terms:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. CCS is responsible for all payments to the contractor under the contract.

15. **Bid Evaluation:** Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. CCS reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.
16. **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.
17. **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.
18. **Historically Underutilized Business (HUB):** Pursuant to General Statute 143-48 and Executive Order # 150, 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.
19. **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.
20. **Delivery:** Contractor shall provide individual deliveries to CCS Operations Center, 810 Gillespie St., Fayetteville, NC 28306 within seven (7) consecutive business days after receipt of the CCS purchase order, unless otherwise stated here: _____ days. CCS reserves the right to consider the delivery time offered as a factor in the award of the contract.

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:** 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.
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:** The State 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 the State's 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. The using agency is responsible for all payments under the contract.
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. **Electronic Procurement (Applies to all 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 system.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to NC G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to NC G.S. 147-86.58 is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, NC G.S. 147-86.55 et seq. *requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

Bid Number: _____

Vendor: _____

By: _____
Signature

Date

Printed Name

Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852

*Note: Enacted by Session Law 2015-118 as NC G.S. 143C055 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.