



Cumberland County Schools

INVITATION FOR BIDS

DUE DATE FOR BID: 11:00 am (ET) May 17, 2017

Refer all inquiries to: Melanie Dixon	Item: Instructional Supplies
Telephone No: 910-678-7083	Bid Number: 173-18003
E-Mail: melanied@ccs.k12.nc.us	Source of Funds: Budgeted Money
Name of School and Address: Cumberland County Schools 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, 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:	Phone:		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).

Are you a NC Recognized Historically Underutilized Business (HUB?) _____ YES

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

MAILING INSTRUCTIONS: Send two (2) copies of your bid response to the address listed below. Put both copies in one (1) envelope. Please note that if you send it via courier, allow 1 - 2 extra days for delivery. Some couriers do not deliver to this location.

Delivered By US Postal Service	Hand Delivered	Delivered by Courier
Cumberland County Schools Attn: Mike Anderson, Purchasing 2491 Gillespie St Fayetteville NC 28306	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.

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.

PURCHASE THE FOLLOWING ITEMS:

Custodial supplies.

See attached sheet (Item Detail) for specifications and estimated quantities for fiscal year July 1, 2017 – June 30, 2018.

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 CCS. CCS shall not be obligated to accept deviations if deemed not to be in the best interest of CCS.

Listed in the Item Detail are the totals that were purchased by CCS last fiscal year. These figures are not a guarantee of purchases during the period of July 1, 2017 to June 30, 2018. The figures could be more or less. Please take that into consideration when you are submitting a bid.

Due to 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 identify minimum order quantities if applicable for any line item.

ANY DEVIATIONS FROM BID PRICE EITHER INCREASE OR DECREASE MUST BE SUBMITTED IN WRITING 30 DAYS PRIOR TO THE PRICE CHANGE. Cumberland County Schools reserves the right to go with the next lowest bidder if the increase is more than the next lowest bid.

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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
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CCS reserves the right to waive any minor informality or technicality in bids received.

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.

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: 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 bidder(s); 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. 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 if applicable.

Timeline for Complete Order: Cumberland County Schools reserves the right to order portions of the total items in phases, not to exceed 12 months from the date the bid is awarded. The price listed must be offered to Cumberland County Schools for the duration of 12 months for additional orders of the product listed in this bid.

Delivery and Installation: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. Bidder agrees to this schedule unless stated otherwise stated below. 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 must be documented on a separate sheet and attached to your bid. Item(s) offered is(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.

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.

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 5 years from the date put into operation. Such replacement shall include all parts, labor, freight and transportation cost to the equipment location, will be at no additional cost to the CCS.

Iran Divestment Act: Pursuant to NC G.S. 147-86.58, 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. By executing and submitting an offer to this bid, 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 or any political subdivision of the State any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

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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:** The 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.

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 Cumberland County Schools 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.