



**Cumberland County Schools**

**INVITATION FOR BIDS**

**DUE DATE FOR BID: 3:00 pm (ET) August 22, 2017**

Refer all inquiries to: <b>Mike Anderson</b>	Item: <b>Diplomas, Covers &amp; Certificates</b>
Telephone No: <b>910-678-2384</b>	Bid Number: <b>173-18008</b>
E-Mail: <a href="mailto:mikeanderson@ccs.k12.nc.us">mikeanderson@ccs.k12.nc.us</a>	Source of Funds: <b>Budgeted Funds</b>
Name of School and Address: <b>List attached.</b>	

**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:** Mail only one (1) fully executed bid document, unless otherwise instructed. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<b><u>Delivered By US Postal Service</u></b>	<b><u>Hand Delivered</u></b>	<b><u>Delivered by Courier</u></b>
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 the designated “Ship To” address as shown on each Purchase Order.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by Cumberland County Schools (CCS), an authorized representative of the CCS shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the 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).

This section intentionally left blank.

**Purchase the following items**

Item	Description	Price Each (before tax)
1	Diploma cover for 9 x 7 diploma (indicate below the type of material of which the quoted cover is constructed) _____	
2	Diploma 9 x 7	
3	Certificate 9 x 7	
4	Backdated diploma 9 x 7 (indicate below the date or length of time you consider a diploma backdated) _____ _____	

What is your standard lead time from receipt of order? \_\_\_\_\_

By what date must diploma cover orders be placed for spring graduation? \_\_\_\_\_

How are "rush" orders handled? \_\_\_\_\_  
\_\_\_\_\_

Will you accept a Purchase Order from Cumberland County Schools? \_\_\_\_\_

Will you accept a Purchase Order from CCS' individual schools? \_\_\_\_\_

Will you establish separate accounts for the district and individual schools and submit invoices according to the Purchase Order "Bill To" instructions? \_\_\_\_\_

Cumberland County Schools would like to enter into an agreement with the awarded vendor for the period September 1, 2017 to August 31, 2022. The cost of the diplomas, covers, certificates and backdated diplomas as quoted above will be honored during this five (5) year period. This will be a convenience contract between Cumberland County Schools and the awarded vendor.

**Specifications**

- Currently, Cumberland County Schools (CCS) has sixteen (16) high schools that conduct separate commencement exercises with a unique graduation date that is printed on the diploma in month, day and year format.
- For fiscal year 2016 – 2017, CCS purchased approximately 3,800 +/- diplomas/certificates. This is provided as an estimate only and is not a guarantee of future quantities.
- The diploma cover must be of good quality and in the school color as approved by the school.
- The diploma is 9" x 7" (landscape orientation) on premium quality paper with embossed seals for the State of North Carolina and Cumberland County Schools Board of Education. The Board of Education seal includes ribbons in the school colors as approved by the school. Facsimile signatures are printed on all diplomas for the Board Chair and Superintendent. Some schools provide a facsimile signature for the Principal and some schools opt for the Principal to sign by hand. Each school must approve their school's diploma for appearance, quality, color and design. A sample of each school's current diploma is available upon request.
- CCS conducts annual spring graduation exercises with four (4) schools occurring in May and the remaining schools in June. Graduation coordinators at the individual schools place these diploma orders.
- A summer graduation occurs in August for which the CCS Purchasing Dept. places diploma orders.

**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:

1. Prices offered.	7. Functional Equivalency to specifications stated herein.
2. Quality of products offered.	8. Samples, if requested.
3. General reputation and performance capabilities of the bidders.	9. Conformity of Product Specifications.
4. Conformity with terms and conditions of this Invitation For Bids.	10. Product's Presentation and Finish
5. Delivery/installation schedule offered.	11. References
6. Durability and Suitability of items for intended use.	

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:** 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 twenty (20) consecutive calendar days after request is made by CCS. Bids which do not comply with these requirements will be subject to rejection.

**Maintenance/Warranty:** All diplomas, covers and certificates must be delivered to the designated location with no wear or tear. If items arrive damaged, the successful vendor will send replacements at no charge to CCS. If a student's name is misprinted or spelled incorrectly on the diploma at the fault of the successful vendor, a corrected replacement will be provided at no charge to CCS. If a student's name is spelled incorrectly at no fault to the successful vendor, the individual school must be invoiced for a replacement. CCS will only be responsible for the cost of the initial printing of diplomas.

**Award of Contract:** It is the general intent to award this contract to the lowest responsive bidder that meets the quality requirements for the cover, diploma and certificate. Consideration will also be given to the stated lead times for delivery to the schools. The potential successful vendor will provide samples of each diploma and cover at no cost to CCS for evaluation of the bid. The samples will be the exact diploma and cover that will be offered during the length of the contract.

**Budgetary Limitations:** Should it become necessary, based upon budgetary limitations, CCS reserves the right to reduce or increase quantities.

**Delivery:** Attached is a list of the schools and addresses, including CCS Central Services to which summer diplomas are shipped. Cumberland County Schools reserves the right to consider the delivery/lead time offered as a factor in the award of contract.

**Late Bids:** Regardless of cause, a late bid will not be accepted and will automatically be disqualified from consideration. It shall be the bidder’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 bidder at the expense of the bidder 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.

**References:** List below references to whom you have supplied diplomas and covers similar to those proposed. CCS may contact these users to determine quality levels of product and service. Such information may be considered in the evaluation of this bid.

SITE	DATE(S) OF SERVICE	CONTACT NAME	PHONE NUMBER

**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 items, 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.

**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 bidder/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 person signing this document 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](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

**NC E-Procurement:** Please note that all purchases under this contract will go through the North Carolina electronic procurement system. The successful bidder(s) must register with NC E-Procurement (1-888-211-7440 opt 2) to receive purchase orders and will be charged a 1.75% marketing fee on the total purchase (excluding sales tax) by NC E-Procurement.

## 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 the agency for the purpose set forth in this agreement.
2. **Taxes:** . Cumberland County Schools (CCS) is not exempt from state and local sales taxes. Any applicable taxes shall be invoiced as a separate item. 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:** 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'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. Invoices should be sent to Cumberland County Schools, Attn: Accounts Payable, 2491 Gillespie St., Fayetteville, NC 28306 or by e-mail to invoices@ccs.k12.nc.us. CCS does not pay late fees or finance charges on any invoice.
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.



# Cumberland County Schools

## Location List for Diplomas

<b>SCHOOL/LOCATION NAME</b>	<b>ADDRESS</b>
Cumberland County Schools Central Services	2491 Gillespie St., Fayetteville, NC 28306
Alger B. Wilkins High School	1429 Skibo Rd, Fayetteville, NC 28303
Cape Fear High School	4762 Clinton Rd, Fayetteville, NC 28312
Cross Creek Early College High School	1200 Murchison Rd, Butler Bldg St 100, Fayetteville, NC 28301
Cumberland International Early College High School	1200 Murchison Rd, J Knuckles Annex, Fayetteville, NC 28301
Cumberland Polytechnic High School	2201 Hull Rd, Fayetteville, NC 28303
Douglas Byrd High School	1624 Ireland Dr, Fayetteville, NC 28304
E.E. Smith High School	1800 Seabrook Rd, Fayetteville, NC 28301
Gray's Creek High School	5301 Celebration Dr, Hope Mills, NC 28348
Jack Britt High School	7403 Rockfish Rd, Fayetteville, NC 28306
Massey Hill Classical High School	1062 Southern Ave, Fayetteville, NC 28306
Pine Forest High School	525 Andrews Rd, Fayetteville, NC 28311
Reid Ross Classical School	3200 Ramsey St, Fayetteville, NC 28301
Seventy-First High School	6764 Raeford Rd, Fayetteville, NC 28304
South View High School	4184 Elk Rd, Hope Mills, NC 28348
Terry Sanford High School	2301 Fort Bragg Rd, Fayetteville, NC 28303
Westover High School	277 Bonanza Dr, Fayetteville, NC 28303