



Cumberland County Schools

INVITATION FOR BIDS

DUE DATE FOR BID: 11:00 am (ET) July 19, 2018

Refer all inquiries to: Bradley O'Neal	Item: Trucks with service bodies
Telephone No: 910-584-2427	Bid Number: 173-19004
E-Mail: bradleyoneal@ccs.k12.nc.us	Source of Funds: Budgeted Funds
Name of School and Address: Cumberland County Schools Plant Operations 810 Gillespie St. Fayetteville, NC 28306	

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. Bids shall be publicly opened on July 19, 2018 at 11:00 am (ET) in the Purchasing Department of Cumberland County Schools at 2491 Gillespie St., Fayetteville, NC 28306.

Refer to page 2 for proper mailing instructions.

Bids are subject to rejection unless submitted with 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:
City, State, Zip:	Telephone No:	Fax No:
Type or Print Name & Title of Person Signing:		Date:
Authorized Signature:	E-Mail:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5).

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 SUBMIT AN ELECTRONIC OR FAXED COPY 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	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

Specifications:

Qty	Description
5	2018 Ford F-250 XL cab & chassis with 8 ft. service body including the following minimum specifications: <ul style="list-style-type: none"> - New condition - Regular cab - 142" wheelbase - 6-speed automatic transmission - 6.2L V8 engine - 4 x 2 drive - Exterior color: White - Interior color: No preference - Vinyl upholstery - Fixed glass rear window - Trailer tow package with Class 3 hitch, 7 way RV style electrical connections and factory brake controller - 8 ft. steel service body with open cargo area, low profile sides, 3 compartment bins each side, painted to match cab, Knapheide Model 696J or equal to

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.

All invoices will be sent to CCS Accounts Payable, 2491 Gillespie St., Fayetteville, NC 28306 or by e-mail to invoices@ccs.k12.nc.us.

Taxes

Cumberland County Schools is NOT exempt from sales tax. When invoiced, sales tax should be invoiced as a separate line item.

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.

Descriptive Literature: All bids should be accompanied by complete and descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms and Conditions, otherwise, they may be subject to rejection.

Brand Specific: Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. If you have any questions, please contact the purchaser listed on the first page.

Make and Model: Items referenced and specified herein are based upon a particular manufacturer. 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 any deviations if deemed not to be in the best interest of CCS.

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.

Award of Contract: It is the general intent of Cumberland County Schools to award this contract to the lowest qualified bidder. The place of contract shall be the state of 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.

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. 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 must be 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 and may request a bid tabulation at that time. 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.

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 CCS 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.

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.

Electronic Procurement: This purchase will NOT be conducted through the NC E-Procurement system. Purchase Orders will be sent to the mailing address listed in the Execution section unless a different mailing address or e-mail is listed below.

Send Purchase Order to: _____

Cumberland County Schools
Bid #173-19004
Bid Form

Bidder: _____

Qty	Item	Unit Cost	Total
5	2018 Ford F-250 XL cab & chassis with 8 ft. service body		

What is your estimated delivery time after receipt of order? _____

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) 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. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
9. **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.
10. **References:** CCS reserves the right to require a list of users of the exact item(s) offered. CCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
11. **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.

12. **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.
13. **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.
14. **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:** 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.