



Cumberland County Schools

INVITATION FOR BIDS

DUE DATE FOR BID: 11:00 am (ET) May 31, 2019

Refer all inquiries to: Melanie Dixon	Item: Custodial Supplies
Telephone No: 910-678-7083	Bid Number: 173-20001
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

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 May 31, 2019 at 11:00 a.m. (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 and the attached Item Detail & Bid Sheet.

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).

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

More information available at: <https://ncadmin.nc.gov/businesses/hub>

MAILING INSTRUCTIONS: Send **one (1) fully executed copy** and **one (1) duplicate copy** of your bid response 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.

Please note that if you send it via courier, allow 1 - 2 extra days for delivery. Some couriers deliver to our mail room at another location for forwarding to this office. Official receipt does not occur until received at the Finance Building Purchasing Department.

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 Item Detail & Bid Sheet for specifications and estimated quantities for fiscal year July 1, 2019 – June 30, 2020. An electronic copy of the Item Detail in Excel format is available by e-mailing a request to purchasing@ccs.k12.nc.us and referencing the bid number above. The Excel file will be returned by e-mail only. This is for the bidder’s convenience only. Electronic submission of your bid will not be accepted and must be submitted on hardcopy with your sealed bid.

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.

Listed in the Item Detail & Bid Sheet 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, 2019 to June 30, 2020. The figures could be more or less. Please take that into consideration when you are submitting a bid.

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 fourteen (14) consecutive calendar days after request is made by CCS. Bids which do not comply with these requirements will be subject to rejection.

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: CCS 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. All items must be preassembled upon arrival. All shipping cartons, packages, etc. must include the applicable CCS purchase order number clearly marked on the package or included on a packing slip/list with the package. CCS 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.

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.

Electronic Procurement: Purchasing shall be conducted through the NC E-Procurement service. If not already registered, the awarded bidder(s) 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 the contract. The successful bidder(s) shall pay to NC E-Procurement a transaction fee (currently 1.75%) 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.

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 (CCS) 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 the 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 Cumberland County Schools (CCS) for the purpose set forth in this agreement.
2. **Taxes:** CCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars CCS 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. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect 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' 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. Shipping cartons, packages, etc. shall include the applicable CCS purchase order number clearly marked on the packaging or packing slip/list included with the package.
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 (currently 1.75%) on the total dollar amount (excluding sales taxes) of each purchase order issued through the North Carolina E-Procurement system.

11. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract (“Contract”) and providing materials, equipment or services described in the Contract (the “Work”), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
12. **Lunsford Act:** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.
13. **E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
14. **Policy Compliance:** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

ATTACHMENT A
ITEM DETAIL / BID SHEET

Cumberland County Schools

Custodial Supplies Bid #173-20001 - Item Detail & Bid Sheet

Bidder Name:

CCS STOCK #	DESCRIPTION/SPECIFICATIONS	ISSUING UNIT	ESTIMATED QUANTITY PURCHASED ANNUALLY	BIDDER'S ITEM NUMBER	BRAND NAME	ESTIMATED DELIVERY DAYS AFTER RECEIPT OF ORDER	PRICE
5001	Stick Broom, janitor's style, 1½" diameter, wooden handle, 12/case, 32 lbs/case	ea	1,200				
5002	Dust pan, heavy duty steel, 12" - 14" opening, black	ea	280				
5005	Metal Tip Wooden Handle for use with sweeps and scrub brushes, 15/16" x 60"	ea	72				
5007	Push Broom Head, hardwood block with 3" bristles, 18" length, two threaded handle holes	ea	72				
5053	Waste basket, 11 gallon, heavy duty plastic, to hold small 24" x 32" trash bag, gray	ea	120				
5063	Plunger, heavy duty industrial, black cup w/wood handle	ea	60				
5081	Toilet tissue, soft 2-ply, 4" x 4" sheets, 500 sheets per roll, 96 rolls per case, VIRGIN PAPER ONLY (Truckload price)	cs	3,250				
	Toilet tissue, soft 2-ply, 4" x 4" sheets, 500 sheets per roll, 96 rolls per case, VIRGIN PAPER ONLY (Partial Truckload price)						
5201	Bowl mops, 4.5" mop head, strands of acid-resistant polypropylene, 12" I-beam plastic handle	ea	1,140				
5202	Mop head, 16 oz., 8-ply, 100% rayon cut end, narrow band (1.25"), white	ea	3,000				
5204	Mop head, 24 oz., 8-ply, 100% rayon cut end, narrow band (1.25"), white	ea	5,000				
5205	Mop handle, wooden, 54", quick-change, stainless steel	ea	720				
5206	Mop handle, wooden, 60", quick-change, stainless steel	ea	840				
5264	Closet auger (snake), 3 ft. with bowl guard, non-slip grip handle, steel tube	ea	24				
5265	Sprayer, trigger, for plastic quart size bottle, 1.4 ml per stroke, 9-1/4" dip tube	ea	2,000				
5266	WET FLOOR universal graphic caution sign, 2 x 4, 2-sided, rectangular, free-standing, folds flat for storage, yellow, English/Spanish	ea	130				
5267	Latex gloves, powder-free, textured grip, heavy duty 16 mil, long cuffed, size extra large, BLUE ONLY	pair	720				

ATTACHMENT A
ITEM DETAIL / BID SHEET

Cumberland County Schools

Custodial Supplies Bid #173-20001 - Item Detail & Bid Sheet

Bidder Name:

CCS STOCK #	DESCRIPTION/SPECIFICATIONS	ISSUING UNIT	ESTIMATED QUANTITY PURCHASED ANNUALLY	BIDDER'S ITEM NUMBER	BRAND NAME	ESTIMATED DELIVERY DAYS AFTER RECEIPT OF ORDER	PRICE
5268	Latex gloves, powder-free, textured grip, heavy duty 16 mil, long cuffed, size medium, BLUE ONLY	pair	720				
5269	Latex gloves, powder-free, textured grip, heavy duty 16 mil, long cuffed, size large, BLUE ONLY	pair	840				
5125	Neutral pH Low Foaming Floor Cleaner, low odor pleasant scent, must be compatible with existing dispensing system (BETCO Green Earth Daily Floor Cleaner, 2 liter Fast Draw <u>OR</u> equal to)	liter	440				
5184	Disinfectant, low alkaline, low odor, concentrated (Saffelle AP Neutral Disinfectant Cleaner, gallon <u>OR</u> equal to)	gal	3,800				
5108	Toilet bowl cleaner, non-acid	qt	3,120				
5111	Glass cleaner, non-streaking, low ammonia	qt	2,280				
5244	Black stripping pad, 3M 19", 5 per case	cs	220				
5247	Beige burnishing pad, 3M 19", 5 per case	cs	100				
5246	High speed gorilla pad, 3M 19", 5 per case	cs	150				
5021	Polywool high dusters, extend to 7 feet +/-	ea	480				
5183	Enzyme based cleaner, used to clean up human urine (Seven Oaks Live Natural Solution <u>OR</u> equal to)	qt	1,500				
5188	Hand sanitizer, instant, 10-12 oz pump bottle (GOJO Purell #9639 <u>OR</u> equal to)	ea	1,560				