



INVITATION FOR BIDS

DUE DATE FOR BID: 02:00 pm (ET) April 27, 2023

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| Refer all inquiries in writing to: Mario Caesar, Custodial Services Coordinator Email: mariocaesar@ccs.k12.nc.us | Item: Custodial Supplies Bid Number: 173-23063 Source of Funds: Budgeted funds, federal grants |
| 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 date 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 (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

| | | |
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| BIDDER: | Federal Tax ID or Social Security No: | |
| Street Address: | PO Box: | |
| 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).

Questions: Questions should be directed to Mario Caesar by email only at the following:

mariocaesar@ccs.k12.nc.us

Mailing Instructions: Submit **two (2)** fully executed bid documents in a sealed envelope, marked with the CCS bid number on the outside of the envelope, by either of the methods below. If a bidder is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single bidder may be included in the same outer package.

DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION 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.

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| Delivered by US Postal Service, FedEx, UPS or other courier service | Hand Delivered |
| Purchasing Bid #173-23063 Cumberland County Schools 810 Gillespie Street Fayetteville NC 28306 (910) 678-2507 | Cumberland County Schools Finance Building 2491 Gillespie Street Fayetteville, NC 28306 (910) 678-2384 |
| IMPORTANT: The Bid Number from page 1 must be shown on the outside of the envelope. | |

Bid Opening: Sealed bids are due by the date and time stated on page 1 at which time the bids shall be opened and the names of the bidders read aloud. A bid tabulation will be provided to all bidders after the bids have been evaluated.

Purchase the Following Items:
Custodial supplies

See attached Item Detail & Bid Sheet for specifications and estimated quantities for fiscal year July 1, 2023 – June 30, 2024. An electronic copy of the Item Detail in Microsoft Excel format is available by e-mailing a request to mikeanderson@ccs.k12.nc.us and referencing the bid number above. An electronic copy will be emailed to the bidder for the bidder’s convenience only. Your bid may not be submitted electronically and must be submitted on paper with your sealed bid or it will be rejected.

Listed in the Item Detail & Bid Sheet are the totals that were purchased by CCS in the prior fiscal year. These figures are not a guarantee of purchases during the period of July 1, 2023 to June 30, 2024. 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. However, preference will be given to items offered without a minimum order quantity.

Bids for each item should be priced per the requested Unit of Measure (UOM) as shown on the Item Detail & Bid Sheet. Failure to do so may be cause for rejection. If sold by a different UOM, bidder should include this as a deviation on a separate sheet as required in **Deviations** below. Preference may be given to offers that comply with CCS’ requested UOM.

Brand Names: 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.

Transportation Charges: FOB – Destination. Freight charges must be included in price. Delivery shall be made to the Cumberland County Schools warehouse at the following address:

Cumberland County Schools
Operations Center
810 Gillespie St.
Fayetteville, NC 28306
(910 678-2507)

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 determination of this contract.

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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: | |
| 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.

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.

Delivery: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. The successful bidder(s) shall provide individual deliveries to the CCS Operations Center, 810 Gillespie St., Fayetteville, NC 28306 within the estimated delivery time per its offer herein. CCS reserves the right to consider the delivery time offered as a factor in the award of contract.

A complete packing list must accompany each shipment, duly marked with the applicable CCS purchase order number. In cases where parties, other than the Bidder, ship materials against the order, the shipper must be instructed to show the CCS purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. Large orders must be palletized and shrink-wrapped.

Invoicing and Payment: CCS's payment terms are net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. CCS is not exempt from North Carolina sales tax. Sales tax should be added and shown as a separate item on invoices. Invoices may be emailed to CCS Accounts Payable at:

invoices@ccs.k12.nc.us

Award of Contract: CCS reserves the right 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. After the bids have been evaluated and awards have been made, each vendor who submitted a bid will be notified of the awards. The awards may not be made for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

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.

Deviations: Deviations from specifications and requirements need to be documented on a separate sheet and attached to your bid. All items offered 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.

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. It is the intent of this Invitation for Bids to establish a contract with one or more vendors for custodial supplies per stated bid specifications. The contract shall be for a period of one (1) year from the date of the award. Bid prices shall be held firm for the duration of the contract. No minimum or maximum quantities are guaranteed. CCS reserves the right to increase or decrease the quantities as needed. CCS will be responsible only for items received. If the NC Statewide Term Contract price for any item is lower than what the successful bid is, CCS is released from its obligation from the successful bidder.

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.

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: The bidder warrants to CCS that all items furnished under these specifications will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident.

Electronic Procurement: Purchases shall be conducted through the NC eProcurement (eP) service. If not already registered, the awarded bidder must register with eP within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The successful bidder(s) shall pay to NC eProcurement a transaction fee of 1.75% (.0175) on the total dollar amount of goods, supplies, materials or equipment (excluding sales taxes) on each purchase order issued through the eP service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order.

For registration or questions, NC eProcurement may be contacted at 888-211-7440 (option 2 for vendors).

FEDERAL UNIFORM GUIDANCE

This purchase contract will be funded in part with Federal grants and as such shall be subject to the following additional provisions.

- a.) Legal/Contractual/Administrative Remedies for Breach of Contract – For contracts in excess of the simplified acquisition threshold (SAT), currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable Code of Federal Regulations (C.F.R.) and other regulations, such as 2 C.F.R. Part 200, Cumberland County Schools (CCS) will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.
- b.) Termination for Cause or Convenience – Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.
 - 1. The parties may mutually terminate this Contract by written agreement at any time.
 - 2. CCS may terminate this Contract, in whole or in part, pursuant to Paragraph 21, or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i. Termination for Cause: In the event any goods or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to CCS for damages sustained by CCS arising from Vendor's breach of this Contract; and CCS may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii. Termination for Convenience Without Cause: CCS may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the CCS, CCS will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
- c.) Debarment and Suspension (Executive Orders 12549 and 12689) – Contractor certifies that during the term of an award for all contracts by Cumberland County Schools (CCS) resulting from this procurement process, the contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- d.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – For an award exceeding \$100,000, the contractor certifies that during the term and after the awarded term of an award for all contracts by the CCS resulting from this procurement process, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
 - The contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
- e.) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f.) Procurement of Recovered Materials – The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- g.) Access to Records – The contractor agrees to provide the Cumberland County Board of Education / Cumberland County Schools, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, excerpts, and transcriptions. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.\
- h.) Domestic Preference for Procurements - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

- i.) DHS Seal, Logo, and Flags – The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- j.) Compliance with Federal Law, Regulations, and Executive Orders – All parties to this Agreement acknowledge that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- k.) No Obligation by Federal Government – All parties to this Agreement acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- l.) Program Fraud and False or Fraudulent Statements or Related Acts – The Vendor/Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor’s actions pertaining to this contract.

The Federal government is not a party to this contract.

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 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.

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. No goods or services should be shipped or provided prior to issuance of an official Purchase Order to the vendor/contractor by CCS.
2. **Taxes:** CCS is NOT exempt from N.C. sales tax. 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 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.
9. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **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.

11. **Assignment**: No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, CCS may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the Cumberland County Board of Education / Cumberland County Schools to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

12. **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.
13. **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.
14. **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.
15. **Policy Compliance**: Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.
16. **Electronic Procurement (Applies to all contracts that include electronic 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 of goods, materials, supplies and equipment (excluding sales taxes) on each purchase order issued through the NC eProcurement service.

ATTACHMENT A
ITEM DETAIL / BID SHEET

Cumberland County Schools

Custodial Supplies Bid #173-23063 - Item Detail & Bid Sheet

Bidder Name: _____

| CCS STOCK # | DESCRIPTION/SPECIFICATIONS | ESTIMATED QUANTITY PURCHASED ANNUALLY | BIDDER'S ITEM NUMBER | BRAND NAME | ESTIMATED DELIVERY DAYS | BID PRICE | BID PRICE UOM |
|-------------|---|---------------------------------------|----------------------|------------|-------------------------|-----------|---------------|
| 5001 | Stick Broom, janitor's style, 1½" diameter, wooden handle, 12/case, 32 lbs/case | 360 | | | | | ea |
| 5002 | Dust pan, heavy duty steel, 12" - 14" opening, black | 150 | | | | | ea |
| 5005 | Metal Tip Wooden Handle for use with sweeps and scrub brushes, 15/16" x 60" | 60 | | | | | ea |
| 5007 | Push Broom Head, hardwood block with 3" bristles, 18" length, two threaded handle holes | 72 | | | | | ea |
| 5053 | Waste basket, 11 gallon, heavy duty plastic, to hold small 24" x 32" trash bag, gray | 120 | | | | | ea |
| 5063 | Plunger, heavy duty industrial, black cup w/wood handle | 10 | | | | | ea |
| 5081 | Toilet tissue, soft 2-ply, 4" x 4" sheets, 500 sheets per roll, 96 rolls per case, VIRGIN PAPER ONLY (Truckload price) | 2,710 | | | | | cs |
| | Toilet tissue, soft 2-ply, 4" x 4" sheets, 500 sheets per roll, 96 rolls per case, VIRGIN PAPER ONLY (Partial Truckload price) | | | | | | cs |
| 5201 | Bowl mops, 4.5" mop head, strands of acid-resistant polypropylene, 12" I-beam plastic handle | 1,200 | | | | | ea |
| 5202 | Mop head, string style, 16 oz., 8-ply, 100% rayon cut end, narrow band (1.25"), white | 1,560 | | | | | ea |
| 5204 | Mop head, string style, 24 oz., 8-ply, 100% rayon cut end, narrow band (1.25"), white | 1,560 | | | | | ea |
| 5205 | Mop handle, wooden, 54", quick-change, stainless steel | 720 | | | | | ea |
| 5206 | Mop handle, wooden, 60", quick-change, stainless steel | 600 | | | | | ea |
| 5264 | Closet auger (snake), 3 ft. with bowl guard, non-slip grip handle, steel tube | 10 | | | | | ea |
| 5265 | Sprayer, trigger, for plastic quart size bottle, 1.4 ml per stroke, 9-1/4" dip tube | 10 | | | | | ea |
| 5266 | WET FLOOR universal graphic caution sign, 2 x 4, 2-sided, rectangular, free-standing, folds flat for storage, yellow, English/Spanish | 10 | | | | | ea |
| 5267 | Latex gloves, powder-free, textured grip, heavy duty 16 mil, long cuffed, size extra large, BLUE ONLY | 336 | | | | | pair |

ATTACHMENT A
ITEM DETAIL / BID SHEET

Cumberland County Schools

Custodial Supplies Bid #173-23063 - Item Detail & Bid Sheet

Bidder Name: _____

| CCS STOCK # | DESCRIPTION/SPECIFICATIONS | ESTIMATED QUANTITY PURCHASED ANNUALLY | BIDDER'S ITEM NUMBER | BRAND NAME | ESTIMATED DELIVERY DAYS | BID PRICE | BID PRICE UOM |
|-------------|---|---------------------------------------|----------------------|------------|-------------------------|-----------|---------------|
| 5268 | Latex gloves, powder-free, textured grip, heavy duty 16 mil, long cuffed, size medium, BLUE ONLY | 300 | | | | | pair |
| 5269 | Latex gloves, powder-free, textured grip, heavy duty 16 mil, long cuffed, size large, BLUE ONLY | 360 | | | | | pair |
| 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) | 380 | | | | | liter |
| 5184 | Disinfectant, low alkaline, low odor, concentrated (Saffelle AP Neutral Disinfectant Cleaner, gallon <u>OR</u> equal to) | 2,784 | | | | | gal |
| 5108 | Toilet bowl cleaner, non-acid | 2,040 | | | | | qt |
| 5111 | Glass cleaner, non-streaking, low ammonia | 600 | | | | | qt |
| 5244 | Black stripping pad, 3M 19", 5 per case | 50 | | | | | cs |
| 5246 | High speed gorilla pad, 3M 19", 5 per case | 100 | | | | | cs |
| 5247 | Beige burnishing pad, 3M 19", 5 per case | 60 | | | | | cs |
| 5021 | Polywool high dusters, extend to 7 feet +/- | 480 | | | | | ea |
| 5112 | Spray Buff, quart size, to be used with gorilla pad and high speed buffer | 50 | | | | | ea |
| 5183 | Enzyme based cleaner, used to clean up human urine (Seven Oaks Live Natural Solution <u>OR</u> equal to) | 600 | | | | | qt |
| 5117 | Gum remover, spray or aerosol | 120 | | | | | ea |
| 5241 | Spin bonnet for cleaning carpet , 20" | 50 | | | | | ea |
| 5122 | Carpet shampoo (Fiber Zone Bonnet Shampoo <u>OR</u> equal to) | 70 | | | | | gal |
| 5118 | Cream cleanser, for porcelain, tile, enamel, metal (Seven Oaks Ease Bacteriostatic Crème Cleanser <u>OR</u> equal to) | 840 | | | | | qt |
| 5119 | General floor cleaner, for top scrubbing, concentrated, 5 gallon bag-in-box with dispenser | 140 | | | | | ea |