



Asheboro City Schools

... 110 years of excellence!

Chartered 1905

147-CUSTSUPP2020

Invitation for Bid

CUSTODIAL SUPPLY CONTRACT

Date of Issue: July 1, 2020

Bid Opening Date: June 23, 2020

At 2:00 P.M. ET

All questions are due by 2:00 P.M. ET June 15, 2020

Bids must be received no later than 2:00 pm on June 23, 2020:

**Asheboro City Schools
Attn: Tammy Davidson
1126 S. Park Street
Asheboro, NC 27203**

Direct all inquiries concerning this bid to:

Tammy Davidson

Email: tdavidson@asheboro.k12.nc.us

Phone: 336-625-5104 Fax: 336-625-0565

For internal Asheboro City Schools agency processing, including tabulation of bids in the purchasing system, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

| | | |
|---|-------------------|--------------------|
| VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: | |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | EMAIL: |

Offer valid for at least 72 hours from time of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Informal Bid.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor 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, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this Bid, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any Asheboro City Schools Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with Asheboro City Schools, or from any person seeking to do business with Asheboro City Schools. By execution of this bid response to the contract, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Vendor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. **NO PARTIAL BIDS WILL BE ACCEPTED – MUST BID ON ALL PRODUCTS.**

CONTRACT TERM

The Contract shall have an initial term of ONE (1) year, beginning on the date of July 1, 2020 through June 30, 2021. At the end of the Contract's term, Asheboro City Schools shall have the option to renew the Contract on the same terms and conditions for up to a total of three additional one-year terms. Asheboro City Schools will give the Vendor written notice of its intent whether to exercise each option no later than ten (10) days before the end of the Contract's then-current term. In addition, Asheboro City Schools reserves the right to extend or terminate a contract term for a period of up to 180 days in 90-day-or-less increments.

ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX (THIS SECTION ONLY APPLIES TO STATE OWNED PROJECTS)

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from vendor, an agency may obtain a certified statement from the vendor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The vendor should also be notified that the certified statement may be subject to audit.

In the event the vendor make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the vendor's warehouse stock and the amount of county sales or use tax paid thereon by the vendor.

Vendors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or

national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Vendor's agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Vendor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

INVOICES FOR PAYMENT

No partial payment will be made unless agreed to in advance. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work and the submission both of notarized vendor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The vendor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Asheboro City Schools
1126 South Park Street
Asheboro, NC 27203
336-625-5104

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

SAFETY REQUIREMENTS

The Vendor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Vendor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.**INSURANCE**

The Vendor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Vendor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Vendor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Vendor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Vendor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$1,000,000 on account of one accident; and Property Damage Insurance in an amount not less than \$1,000,000.

The Vendor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Vendor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

| ITEM # | DESCRIPTION | UNIT PRICE |
|--------|---|------------|
| 1 | 12 " Roll two-ply white 4000 ft. toilet paper 6 each per case | \$ _____ |
| 2 | 13 " Roll single ply "I notch" brown 800 ft. paper towel | \$ _____ |
| 3 | 24 x 33 Clear can liner 8 micron 1000 liners per case | \$ _____ |
| 4 | 38 x 58 1.5 mil. black can liner 100 liners per case | \$ _____ |
| 5 | Large angle broom flagged bristles one each | \$ _____ |
| 6 | Defoamer 4 gallons per case | \$ _____ |
| 7 | Ammonia glass cleaner 4 each 2 liters per case | \$ _____ |
| 8 | Degreaser 4 each 2 liters per case | \$ _____ |
| 9 | Disinfectant/Sanitizer to be Covid19 approved – no more than 10 minute dwell time – 1 gallon containers | \$ _____ |
| 10 | Non HE laundry powder 40 pound box | \$ _____ |
| 11 | Foamy pour and refill hand soap 1 gallon 4 per case | \$ _____ |
| 12 | 8 inch Poly wool duster extending to 84 inches one each | \$ _____ |
| 13 | 25 pound box of terry cloth rags | \$ _____ |

| 14 | Anti-splash urinal screens 10 each per box | \$ _____ |
|--------|--|------------|
| 15 | Large/Extra Large Nitrile glove 1000 gloves per case | \$ _____ |
| 16 | Large/Extra Large Latex glove 1000 gloves per case | \$ _____ |
| 17 | Medium Latex gloves 1000 per case | \$ _____ |
| 18 | Medium Nitrile gloves 1000 per case | \$ _____ |
| 19 | 6" x 9" Green scrub pad 60 pads per case | \$ _____ |
| 20 | 4.5" x 10" Brown heavy duty utility pad 20 pads per case | \$ _____ |
| 21 | Waxed sanitary bag kraft 500 per case | \$ _____ |
| ITEM # | DESCRIPTION | UNIT PRICE |
| 22 | 48" Scraper blade with aluminum handle one each | \$ _____ |
| 23 | 32 Oz. Spray bottle with trigger combination one each | \$ _____ |
| 24 | Floor finish (wax) 25 % solids 5 gallon pail | \$ _____ |
| 25 | Floor restore 4 gallons per case | \$ _____ |
| 26 | Floor prep neutralizer 4 gallons per case | \$ _____ |
| 27 | Floor Scrubbing Pads 14 inch red 5 per case | \$ _____ |
| 28 | Floor Pad 20 inch red 5 per case | \$ _____ |
| 29 | Floor Pad 20 inch black 5 per case | \$ _____ |
| 30 | Floor Pad 20 inch white 5 per case | \$ _____ |
| 31 | Floor Pad 20 inch sky blue pad 5 per case | \$ _____ |
| 32 | Floor Pad 20 inch blue/green scrub pad 5 per case | \$ _____ |
| 33 | Floor Stripper 5 gallon pail | \$ _____ |

| | | |
|----|--|---------|
| 34 | Mop Solution 5 gallon pail | \$_____ |
| 35 | Combo mop bucket 1 each | \$_____ |
| 36 | Mop Handle 1 each | \$_____ |
| 37 | Rayon 16 oz cut end mop head 12 per case | \$_____ |
| 38 | Rayon 24 oz cut end mop head 12 per case | \$_____ |
| 39 | Dust Mops 24 inch and 42 inch | \$_____ |
| 40 | Dust Mop Handle 1 each | \$_____ |
| 41 | Dust Mop Frames 24 inch and 42 inch | \$_____ |
| 42 | Vacuum cleaner bags various sizes to fit current vacuum cleaners | \$_____ |
| 43 | Hand Sanitizer Dispenser (Hands free) Min. 35 | \$_____ |
| 44 | Hand Sanitizer Stand for Dispensers – Min. 35 | \$_____ |
| 45 | Hand Sanitizer for Dispensers | \$_____ |
| | TOTAL COST: | \$_____ |

All products should be equal to current product fitting our dispensers or the vendor will provide and install new dispensers at no additional charge.

In an effort to reduce paper usage please only submit the printed bid package with your submission

Product data will be discussed with the awarded vendor

INSTRUCTIONS TO VENDORS

- 1. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this bid document.
- 2. LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
- 3. ACCEPTANCE AND REJECTION:** The State 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 an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 4. BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State 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 the State, cancellation or other changes in the intended project or any 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 the State.

5. **EXECUTION**: Failure to sign the Execution page (page 3 of the bid) in the indicated space will render bid non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this bid, including any negotiated terms; (2) requirements and specifications in Sections 2, 4, and 5 of this bid; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT D: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE**: Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION**: It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES**: Pursuant to General Statute 143-48 and Executive Order #150 (1999), the State 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.
10. **RECIPROCAL PREFERENCE**: G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
12. **COMMUNICATIONS BY VENDORS**: In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this bid. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this bid. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this bid are permitted.

13. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this bid and in formal Addenda issued through IPS.
14. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
15. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.