

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

DEPARTMENT

Party/Vendor Name: Seven Oaks Supply

Party/Vendor Contact Person: Guy Foreman Rushing Contact Phone: 704.485.4117

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address 120 E. Third Street City: Oakboro State: NC Zip: 28129

Department: Maintenance Department Amount: \$199,967.50

Purpose: Custodial Supplies

Budget Code(s) (put comma between multiple codes): 2-6540-873-411

* Next year (July 1)

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: _____

This document has been reviewed and approved by the Department Head as to technical content.

Project Manager Michael Phillips

Date: 6-14-10

Assistant Maintenance Director [Signature]

Date: 6-14-10

Executive Director of Facilities [Signature]

Date: 6-14-2010

Division Assistant Superintendent Signature [Signature]

Date: 6-21-10

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: _____

Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: Brandt Fitzgerald

Date: 6/14/2010

RISK MANAGEMENT

Date Received _____

Include the following coverage: ☒ CGL ☒ Auto ☒ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required

Hold Contract pending receipt of Certificate of Insurance ☐ Notes: _____

Risk Manager's Signature John Dutton/kw

Date: 6/23/10

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services) ☒ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature _____

Date: _____

BUDGET AND FINANCE

Date Received _____

Yes ☒ No ☐

Sufficient funds are available in the proper category to pay for this expenditure. \$ 199,967.50

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature Daniel R. Karg

Date: July 1, 2010

ATTORNEY

Date Received _____

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☐ Yes ☐ No

Attorney's Signature: see next sheet

Date: _____

UCPS SUPERINTENDENT

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent.

☐ Yes ☐ No

Superintendent's Signature L.E. Davis Jr.

Date: 7/6/10

BOARD OF EDUCATION

Agenda Date: _____

Date Received _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature [Signature]

Date: 7/6/10

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department (2) Finance (3) Attorney (4) Information Systems (5) Risk Management (6) BOE (7) Superintendent

DEPARTMENT

Party/Vendor Name: Seven Oaks Supply

Party/Vendor Contact Person: Guy Foreman Rushing Contact Phone: 704.485.4117

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address 120 E. Third Street City: Oakboro State: NC Zip: 28129

Department: Maintenance Department Amount: \$199,967.50

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This document has been reviewed and approved by the Department Head as to technical content.

Project Manager Richard Phillips Date: 6-14-10

Assistant Maintenance Director [Signature] Date: 6-14-10

Executive Director of Facilities [Signature] Date: 6-14-2010

Division Assistant Superintendent Signature [Signature] Date: 6-14-10

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: _____

Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: Brandt Fitzgerald Date: 6/14/2010

RISK MANAGEMENT

Date Received _____

Include the following coverage: ☐ CGL ☐ Auto ☐ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit. ☒ Not Required

Hold Contract pending receipt of Certificate of Insurance ☐ Notes: _____

Risk Manager's Signature _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology, services) ☒ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature _____ Date: _____

BUDGET AND FINANCE

Date Received _____

Yes ☐ No ☐ Sufficient funds are available in the proper category to pay for this expenditure. \$ _____

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature _____ Date: _____

ATTORNEY

Date Received _____

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☒ Yes ☐ No

Attorney's Signature: Michael R. Delano Date: 6/23/10

UCPS SUPERINTENDENT

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent. ☐ Yes ☐ No

Superintendent's Signature _____ Date: _____

BOARD OF EDUCATION

Agenda Date: _____ Date Received _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature [Signature] Date: 7/6/10

UNION COUNTY PUBLIC SCHOOLS



Custodial Supplies

0-9700074-1

Seven Oaks Supply Company

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

This Contract for furnishing custodial supplies (this "Contract") is made and entered into the 12th day of May, 2010 between The Union County Board of Education (UCBOE), administering the Union County Public Schools (UCPS), located at 400 North Church Street, Monroe, North Carolina 28112 and Seven Oaks Supply Company located at 120 East Third Street, Oakboro, NC 28129; hereby, known as Seven Oaks Supply Company or Supplier. For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

I. Obligations of Supplier. The Supplier agrees to furnish the following supplies in accordance to bid documentation listed within Attachment B.

A. Roll Paper Towels

- Cascade
- Item#1313
- \$19.63 per case

B. Regular Toilet Tissue

- Cascade
- Item# 4060
- \$30.88 per case

C. Junior Jumbo Tissue

- Cascade
- Item# 4097
- \$21.14 per case

D. Can Liners (Large)

- Item# S38016N
- \$17.35

E. Enzymes

- NCL
- Item# LIVE
- \$19.55

II. Commencement Date. This contract will remain in effect for a period of twelve months. A one year extension for a period of two years may be granted upon mutual agreement of both parties.

III. Damages.

A. Liquidated Damages. The damages that UCPS will encounter if delivery is not completed by the time specified in Attachment B, will allow liquidated damaged (not penalty) of \$20.00 per day until date of delivery. Extended time must be requested in writing to the Purchasing and Contracting Coordinator for Union County Public Schools listed herein. If request is approved, Supplier shall receive signature of approval by the Union County Public School's Project Coordinator listed herein.

B. Property Damages. Supplier is responsible for all damages to Union County Public School's Property. Immediately upon recognition of such damage, the Supplier shall contact the UCPS Project Coordinator listed herein and also provide documentation of damage to the Purchasing and Contract Coordinator for Union County Public Schools.

C. Change Orders. Supplier shall submit change order requests to the Purchasing and Contract Coordinator for Union County Public Schools. If request is approved, Supplier will receive signature of approval by the Union County Public School's Project Coordinator listed herein.

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

IV. Obligations of UCBOE. The UCBOE agrees:

- A. Supplier will be paid in accordance to the bid documentation listed within Attachment B on net 30 terms.
- B. The terms and conditions stated in this contract governs all other terms and conditions.

V. Project Coordinators

- A. Debbie Phillips is designated as the Project Coordinator for UCPS.
Telephone 704.296.3160 ext. 700
- B. Michael Rushing is designated as the Project Coordinator for Seven Oaks Supply Company and is fully authorized to act on behalf of the Supplier in connection with this Contract.
Telephone 704.485.4117
- C. Penny Helms is designated as the Purchasing and Contract Coordinator for Union County Public Schools.
Telephone 704-296-3160 ext 893.

VI. Indemnity and Insurance Requirements. The Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the terms and conditions of this Contract.

The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina:

Automobile – The Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. If the Contractor is an individual, the policy limits of such insurance shall not be less than a combined single limit of \$100,000 each person/\$300,000 each accident – bodily injury/\$50,000 each accident – property damage.

Commercial General Liability - The Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for contractual liability. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. If the Contractor is an individual, the policy limits of such insurance shall not be less than \$300,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

The Contractor shall also provide any other insurance specifically recommended in writing by the Department of Insurance and Risk Management. **The Contractor shall list Union County Board of Education as an additional Insured under the GL and AL policies as respects to work performed.**

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

Certificates of such insurance shall be furnished by the Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either the Contractor or the insuring company.

Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, UCBOE and the Supplier have executed this Contract on the day and year first written above.

SEVEN OAKS SUPPLY COMPANY

By: Matthew Woods

Title: KEY ACCOUNTS

7/14/10
Date

56-1196444
Supplier's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

[Signature] 7/6/10
Union County Board of Education Date

This instrument has been preaudited
in the manner required by the School Budget
and Fiscal Control Act.

[Signature] 7/1/10
Finance Officer Date

[Signature] 6/23/10
Division of Insurance
& Risk Management Date

Reviewed and Approved

UCBOE Attorney Date

-(see next pg.)

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

IN WITNESS WHEREOF, UCBOE and the Supplier have executed this Contract on the day and year first written above.

SEVEN OAKS SUPPLY COMPANY

By: _____

Title: _____

_____ Date

Supplier's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

Chairman of UCBOE

Date

This instrument has been preaudited
in the manner required by the School Budget
and Fiscal Control Act.

Finance Officer

Date

Reviewed and Approved

Michael R. Delfino
UCBOE Attorney

6/23/10
Date

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

**ATTACHMENT A
STANDARD TERMS AND CONDITIONS**

1. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by 30 days notice in writing from the UCBOE to the Supplier. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Supplier will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
2. Termination for Default.
If Supplier fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Supplier written notice of the default and intent to terminate if the default is not cured within 15 calendar days to the satisfaction of UCBOE. All finished or unfinished deliverable items under this contract prepared by the Supplier shall become the property of UCBOE, and the Supplier shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Supplier shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Supplier for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined. In case of default by the Supplier, UCBOE may procure the services from other sources and hold the Supplier responsible for any excess cost incurred. Upon the entering of a judgment of bankruptcy or insolvency by or against the Supplier, UCBOE may terminate this contract for cause.
3. Contract Funding. It is understood and agreed between the Supplier and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Supplier if funds are not available. The UCBOE shall not be liable to the Supplier for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
4. Accounting Procedures. The Supplier shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Supplier shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Supplier shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
5. Improper Payments. The Supplier shall assume all risks attendant to any improper expenditure of funds under this Contract. The Supplier shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Supplier shall make such refunds within 30 days after the UCBOE notifies the Supplier in writing that a payment has been determined to be improper.
6. Contract Transfer. The Supplier shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.
7. Contract Personnel. The Supplier agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
8. Key Personnel. The Supplier shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Supplier.

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

9. Contract Modifications. This Contract may be amended only by written amendment duly executed by both the UCBOE and the Supplier.
10. Relationship of Parties. The Supplier is an independent Supplier and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Supplier. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Supplier and the UCBOE. Employees of the Supplier shall remain subject to the exclusive control and supervision of the Supplier, which is solely responsible for their compensation.
11. Advertisement. The Contract will not be used in connection with any advertising by the Supplier without prior written approval by the UCBOE.
12. Nondiscrimination. During the performance of this Contract, the Supplier shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
13. Conflict of Interest. The Supplier represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Supplier shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Supplier shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.
14. Gratuities to UCBOE. The right of the Supplier to proceed may be terminated by written notice if the UCBOE determines that the Supplier, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
15. Kickbacks to Supplier. The Supplier shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, sub Suppliers or sub Supplier employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Supplier has grounds to believe that a violation of this clause may have occurred, the Supplier shall promptly report to the UCBOE in writing the possible violation.
16. Monitoring and Evaluation. The Supplier shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Supplier shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Supplier remove any employee of Supplier from UCBOE property and from performing services under this Contract following provision of notice to Supplier of the reasons for UCBOE's dissatisfaction with the services of Supplier's employee.
17. Financial Responsibility. The Supplier is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Supplier agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

18. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
- (a) Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
 - (b) Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)
 - (c) The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.
19. No Third Party Benefits. This Contract shall not be considered by the Supplier to create any benefits on behalf of any third party. The Supplier shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
20. Confidentiality of Student Information. If, during the course of the Supplier's performance of this Contract, the Supplier should obtain any information pertaining to the students' official records, the Supplier agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.
21. Background Checks. At the request of UCBOE's Project Coordinator, the Supplier (if an individual) or any individual employees of the Supplier shall submit to UCBOE criminal background check and drug testing procedures.
22. Jessica Lundsford Act. "Suppliers, subSuppliers, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the Supplier, subSupplier, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default."
23. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism. Inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.

**THE UNION COUNTY BOARD OF EDUCATION CONTRACT
FOR CUSTODIAL SUPPLIES**

24. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Supplier pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Supplier which Supplier shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
25. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
26. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

ATTACHMENT B

ADDENDUM 1

General:

Bidder shall meet all the requirements as listed within RFQ 0-9700074 with the changes and additions specified within this addendum.

I. General Intent:

It is the intent of Union County Public Schools (UCPS) to award a contract for a term of one year for certain custodial products. These products are listed herein.
(see section VII for listing)

III. Performance Requirements:

D. Defected Products: Defected products shall be picked up and replaced within 72 hours of notification at no cost to Union County Public Schools.

E. Packaging: Awarded Supplier shall supply the products in the original Manufacturer's packaging and labels for easy identification of product.

IV. Bidder Requirements:

A. Item Description: Bidders shall bid the products listed within the Base Bid Section with an option to bid the products listed under the Alternate Section. UCPS reserves the right to award in the best interest of Union County Public Schools. Only one item per commodity will be awarded.

V. Custodial Products: This section is deleted.

VI. Product Description: This section is deleted.

VII. Bid Submittal:

Bids must be submitted on this form; failure to do so may cause rejection of bid. The bid amounts shall be all inclusive with the exception of sales tax.

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

A. ROLL PAPER TOWELS----- QUANTITY: 3500 CASES

STORAGE AMOUNT: 25 CASES

BASE BID					
ITEM	DESCRIPTION	PLY	FOOTAGE PER ROLL	ROLLS PER CASE	CASE PRICE
A-1	CASCADE NORTH RIVER ITEM# 1313	1	350	12	19.63
A-2	WAUSAU ECO-SOFT GREEN SEAL ITEM# 20000				
ALTERNATE					
A-3	SCA TORK BRAND ITEM# RK350A				

B. MULTI-FOLD PAPER TOWELS----- QUANTITY: 3800 CASES

STORAGE AMOUNT: 25 CASES

BASE BID					
ITEM	DESCRIPTION	PLY	FOOTAGE PER ROLL	ROLLS PER CASE	CASE PRICE
B-1	CASCADE NORTH RIVER ITEM# 1315	1		16	16.13
B-2	WAUSAU ECO-SOFT GREEN SEAL ITEM# 48900				
ALTERNATE					
B-3	SCA TORK BRAND ITEM# MK530A				

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

C. REGULAR TOILET TISSUE----- QUANTITY: 2000 CASES

STORAGE AMOUNT: 25 CASES

BASE BID					
ITEM	DESCRIPTION	PLY	FOOTAGE PER ROLL	ROLLS PER CASE	CASE PRICE
C-1	CASCADE NORTH RIVER ITEM# 4060	2	45x3.8 174.17	80	30.88
C-2	WAUSAU ECO-SOFT GREEN SEAL ITEM# 54900				
ALTERNATE					
C-3	SCA TORK BRAND ITEM# TM1616				

D. JUNIOR JUMBO TOILET TISSUE----- QUANTITY: 2000 CASES

STORAGE AMOUNT: 25 CASES

BASE BID					
ITEM	DESCRIPTION	PLY	FOOTAGE PER ROLL	ROLLS PER CASE	CASE PRICE
D-1	CASCADE NORTH RIVER ITEM# 4097	2	1000	12	21.14
D-2	WAUSAU ECO-SOFT GREEN SEAL ITEM# 10029				
ALTERNATE					
D-3	SCA TORK BRAND ITEM# TJ0922A				

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

E. JUMBO TOILET TISSUE----- QUANTITY 225 CASES

STORAGE AMOUNT: 25 CASES

BASE BID					
ITEM	DESCRIPTION	PLY	FOOTAGE PER ROLL	ROLLS PER CASE	CASE PRICE
E-1	CASCADE NORTH RIVER ITEM# 4046 4096	2	1900	6	21.14
E-2	WAUSAU ECO-SOFT GREEN SEAL ITEM# 20029				
ALTERNATE					
E-3	SCA TORK BRAND ITEM# TJ1222A				

F. 24 X 33 CAN LINERS----- QUANTITY: 1000 CASES

STORAGE AMOUNT: 10 CASES

BASE BID					
ITEM	DESCRIPTION	MICRON	SIZE	LINERS PER CASE	CASE PRICE
F-1	High Density- Case Weight- S243306N	6	24 X 33	1000	18.61
F-2	High Density- Case Weight-	6	24 X 33	1000	
F-3	High Density- Case Weight-	6	24 X 33	1000	

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

G. 38 X 60 CAN LINERS----- QUANTITY: 1400 CASES

STORAGE AMOUNT: 10 CASES

BASE BID					
ITEM	DESCRIPTION	MICRON	SIZE	LINERS PER CASE	CASE PRICE
G-1	High Density- Case Weight- 5386016N	16	38 X 60	200	17.35 17.55
G-2	High Density- Case Weight-	16	38 X 60	200	
G-3	High Density- Case Weight-	16	38 X 60	200	

H. CLEANING PADS----- QUANTITY: 100 CASES

STORAGE AMOUNT: 10 CASES

BASE BID			
ITEM	DESCRIPTION	PADS PER CASE	CASE PRICE
H-1	20" 3 M BRANDED 5300 BLUE PADS	5	

I. STRIPPING PADS----- QUANTITY: 100 CASES

STORAGE AMOUNT: 50 CASES

BASE BID			
ITEM	DESCRIPTION	PADS PER CASE	CASE PRICE
I-1	20" 3M BRANDED 7200 BLACK PADS	5	

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

J. 21" POLISH PADS (Propane Burnisher)----- QUANTITY: 150 CASES

STORAGE AMOUNT: 10 CASES

BASE BID			
ITEM	DESCRIPTION	PADS PER CASE	CASE PRICE
J-1	21" 3M BRANDED 3100 AQUA POLISH PAD	5	

K. 20" POLISH PADS (Propane Burnisher)----- QUANTITY: 25 CASES

STORAGE AMOUNT: 10 CASES

BASE BID			
ITEM	DESCRIPTION	PADS PER CASE	CASE PRICE
K-1	20" 3M BRANDED 3100 AQUA POLISH PAD	5	

L. 27" POLISH PADS (Propane Burnisher)-----QUANTITY: 10 CASES

STORAGE AMOUNT: 0 CASES

BASE BID			
ITEM	DESCRIPTION	PADS PER CASE	CASE PRICE
L-1	27" 3M BRANDED 3100 AQUA POLISH PAD	5	

M. ENZYMES----- QUANTITY: 150 CASES

STORAGE AMOUNT: 5 CASES

BASE BID			
ITEM	DESCRIPTION	QUARTS PER CASE	CASE PRICE
M-1	READY TO USE (RTU) QUART SIZE	12	19.95

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

N. SMALL DISPOSABLE GLOVES----- QUANTITY: 20 CASES

STORAGE AMOUNT: 2 CASES

BASE BID				
ITEM	DESCRIPTION	GLOVES PER BOX	BOX PER CASE	CASE PRICE
N-1	SMALL LATEX POWDER FREE GLOVES Case Weight-			
N-2	SMALL LATEX POWDER FREE GLOVES Case Weight-			
ALTERNATE				
N-3	SMALL LATEX POWDER FREE GLOVES Case Weight- DELTA ECS SERIES ECS-100	100	10	

O. MEDIUM DISPOSABLE GLOVES----- QUANTITY: 50 CASES

STORAGE AMOUNT: 2 CASES

BASE BID				
ITEM	DESCRIPTION	GLOVES PER BOX	BOX PER CASE	CASE PRICE
0-1	MEDIUM LATEX POWDER FREE GLOVES Case Weight-			
0-2	MEDIUM LATEX POWDER FREE GLOVES Case Weight-			
ALTERNATE				
0-3	MEDIUM LATEX POWDER FREE GLOVES Case Weight- DELTA ECS SERIES ECS-110	100	10	

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

P. LARGE DISPOSABLE GLOVES----- QUANTITY: 70 CASES

STORAGE AMOUNT: 2 CASES

BASE BID				
ITEM	DESCRIPTION	GLOVES PER BOX	BOX PER CASE	CASE PRICE
P-1	LARGE LATEX POWDER FREE GLOVES Case Weight-			
P-2	LARGE LATEX POWDER FREE GLOVES Case Weight-			
ALTERNATE				
P-3	LARGE LATEX POWDER FREE GLOVES Case Weight- DELTA ECS SERIES ECS-120	100	10	

Q. X-LARGE DISPOSABLE GLOVES----- QUANTITY: 65 CASES

STORAGE AMOUNT: 2 CASES

BASE BID				
ITEM	DESCRIPTION	GLOVES PER BOX	BOX PER CASE	CASE PRICE
Q-1	X-LARGE LATEX POWDER FREE GLOVES Case Weight-			
Q-2	X-LARGE LATEX POWDER FREE GLOVES Case Weight-			
ALTERNATE				
Q-3	X-LARGE LATEX POWDER FREE GLOVES Case Weight- DELTA ECS SERIES ECS-130	100	10	

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

ADDITIONAL TERMS

Prompt Payment Discount: _____ % _____ days

Bids Amounts prior to award will remain effective for a period of no less than 90 days unless indicated here _____

The pricing on awarded bids shall remain in effect until July 2011.

Pending the terms and the performance of supplier, an extension of one to two years may apply.

Will your company accept P-Card as a form of payment? _____

If yes, list any conditions that may apply:

COMMENTS:

OFFEROR: Green Oaks Supply Co.

EXECUTION

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

In an effort to support the sustainability efforts of the State of North Carolina we solemnly
In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to
furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time
specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none
of our 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
we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 felony.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

OFFEROR:		FEDERAL ID OR SOCIAL SECURITY NO.	
Seven Oaks Supply Co.		56-119644	
STREET ADDRESS:		P.O. BOX:	ZIP:
120 E. Third Street		677	28129
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO. (800)
Oakboro NC 28129		704.485.4117	230-7460
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
Owner, Guy Foreman Rushing		704.485.8117	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
<i>Guy A. Rushing</i>	03-19-10	mwhitley@sevenoakssupply.com	

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, an authorized representative of Union County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. Upon acceptance Prices shall stay in effect until the completion of delivery. A copy of this acceptance will be forwarded to the successful offeror(s).

FOR UNION COUNTY PUBLIC SCHOOLS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification.

by _____ (Authorized representative of Union County Public Schools).

[illegible]

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions. Union County Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quotes.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this quote.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 days for consideration and acceptance. Upon acceptance Prices shall stay in effect until the completion of delivery to all six locations.
6. **PROMPT PAYMENT DISCOUNTS:** Offerors 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 offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable**
8. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions for Quotes.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this 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 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.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Union County Public Schools reserves the right to reject any and all quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

13. **REFERENCES:** Union County Public Schools reserves the right to require a list of users of the exact item offered. Union County Public Schools may contact these users to determine acceptability of the quote. Such information may be considered in the evaluation of the quote.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Union County Public Schools 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.
15. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to Union County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the quote; 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 Union County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Union County Public Schools or the offeror, Union County Public Schools reserves the right to accept any item or group of items on a multi-item quote. In addition, on TERM CONTRACTS, Union County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Union County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. 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.
17. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become Union County Public Schools property. Each individual sample must be labeled with the offeror's name, quote 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.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser named in this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

CUSTODIAL SUPPLIES

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Union County Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Union County Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Union County Public Schools.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Union County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **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.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration 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. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (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.

5. **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.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Union County Public Schools 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 Union County Public Schools 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.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **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.
10. **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.
11. **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.

CUSTODIAL SUPPLIES

12. **PATENT:** The contractor shall hold and save Union County Public Schools, 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.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **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, Union County Public Schools 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 State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

CUSTODIAL SUPPLIES

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE

This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

QUOTE No. 0-9700074

OFFEROR: _____

CUSTODIAL SUPPLIES

22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to Union County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Union County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Union County Public Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Union County Public Schools shall occur not later than 15 days after the receipt by Union County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5/02/2006

OFFEROR:

Seven Oaks Supply Co.

UNION COUNTY PUBLIC SCHOOLS 201 VENUS STREET MONROE NC 28112	REQUEST FOR QUOTES NO. 0-9700074
	PLEASE RESPOND BY: 10:00 am on April 1, 2010
	Contract Type: Commodity
Refer <u>ALL</u> Inquiries to: PENNY HELMS Telephone No. 704-296-3160 Ext. 893	Commodity: CUSTODIAL SUPPLIES
E-Mail: penny.helms@ucps.k12.nc.us	Using Agency Name:
(See page 2 for mailing instructions.)	Agency Requisition No.

Mandatory Pre-Bid Conference

Attendance at the Pre-Bid Conference will be a prerequisite for all potential offerors. The Mandatory Pre-Bid Conference is scheduled for 9:00 a.m. on March 11, 2010 at the Maintenance Facility of Union County Public Schools located at 201 Venus Street, Monroe NC 28112. It is requested that offerors present written questions in advance to penny.helms@ucps.k12.nc.us. It is the responsibility of the bidder to make sure that all addenda have been received, sign and return to Penny Helms with Union County Public Schools as required.

I. General Intent:

It is the intent of Union County Public Schools (UCPS) to award a contract for a term of one year for certain custodial products. These products are listed herein. (see section V for listing)

II. Award

Union County Public Schools reserve the right to award whichever deems the best interest of UCPS School System. This bid may be awarded to one single supplier or multiple suppliers. Pending the terms and the performance of supplier, an extension of one to two years may apply. Verbal tabulations of quotes and award information can be obtained by contacting Penny Helms, Purchasing and Contract Specialist for Union County Public Schools.

III. Performance Requirements:

- A. Quantity:** The quantities listed herein will be considered the minimum quantity ordered by UCPS to the awarded supplier within a one year period.
- B. Storage Amount:** The awarded supplier shall maintain a minimum quantity in storage at the Supplier's location for immediate delivery as needed. This minimum quantity is listed within this bid document as Storage Amount. Immediate delivery is defined as delivery within a 24 hour period.
- C. Delivery:** It is the responsibility of the awarded supplier to deliver the products as needed to the Union County Public School's Warehouse located at 7516 Concord Highway, Monroe, NC 28110. The products and quantity needed will be indicated by a purchase order to the awarded supplier. The awarded supplier shall deliver the products within 7 consecutive calendar days of receipt of purchase order. Notice that it is the responsibility of the supplier to obtain a purchase order number for all orders. Any invoices received without a valid purchase order number will not be honored by UCPS Accounts Payable Department.

Seven Oaks Supply Co.

IV. Bidder Requirements:

- A. Item Description:** The items listed below have been specified to best fit the needs of UCPS. **Only those items where there is no specific brand listed will be open for substitution.** Bidder shall obtain prior approval before bidding product substitution on those items where there is no specific brand listed. Such approval may be obtained by contacting penny.helms@ucps.k12.nc.us no later than March 18, 2010.
- B. Product Documentation:** **Documentation shall be presented at time of bid to show that the products being bid meets or exceeds the Specific Performance, and EPA minimum recycled content requirements for Can Liners.**
- C. Samples:** UCPS reserves the right to obtain samples from all bidders on the products being bid. The samples will become property of UCPS to determine the best quality, performance, and fit for UCPS purposes.
- D. Bid Amount:** The bid amount shall be all inclusive (shipping, handling, storage fees, etc.) with the exclusion of sales tax.
- E. NC E-Procurement:** **Bid Awards will processed through North Carolina E-Procurement. Paragraphs 19 and 20 of the North Carolina General Contract Terms and Conditions do apply.**
- F. Mailing Instructions:** Mail only one fully executed quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time.

DELIVER SEALED BIDS TO:

QUOTE NO. 0-9700074
UNION COUNTY PUBLIC SCHOOLS
ATTN: PENNY HELMS
201 VENUS STREET
MONROE, NC 28112

V. Custodial Products

A. ROLL PAPER TOWELS-----QUANTITY: 3500 CASES

- ❖ SCA Tork Brand (Item# RK350A)
- ❖ Natural
- ❖ 1 Ply
- ❖ 350ft per roll
- ❖ 12 rolls per case
- ❖ Storage Amount: 25 Cases

B. MULTI-FOLD PAPER TOWELS-----QUANTITY: 3800 CASES

- ❖ SCA Tork Brand (Item# MK530A)
- ❖ Natural
- ❖ 250 per pack
- ❖ 16 packs per case
- ❖ Storage Amount: 25 Cases

C. REGULAR TOILET TISSUE-----QUANTITY: 2000 CASES

- ❖ SCA Tork Brand (Item# TM1616)
- ❖ 2 Ply
- ❖ 4x5 x 3.75 sheets
- ❖ 500 sheets per roll
- ❖ 96 rolls per case
- ❖ Storage Amount: 25 Cases

D. JUNIOR JUMBO TISSUE-----QUANTITY: 2000 CASES

- ❖ SCA Tork Brand (Item# TJ0922A)
- ❖ 2 Ply
- ❖ 3.3" core
- ❖ 1000ft per roll
- ❖ 12 rolls per case
- ❖ Storage Amount: 25 Cases

E. JUMBO TOILET TISSUE-----QUANTITY: 225 CASES

- ❖ SCA Tork Brand (Item# TJ1222A)
- ❖ 2 Ply
- ❖ 3.55" core
- ❖ 2000ft per roll
- ❖ 6 rolls per case
- ❖ Storage Amount: 25 Cases

F. CAN LINERS-----QUANTITY: 1000 CASES

- ❖ 24x33
- ❖ High Density
- ❖ 6 Micron
- ❖ 1000 liners per case
- ❖ Storage Amount: 10 Cases

G. CAN LINERS-----QUANTITY: 1400 CASES

- ❖ 38x60
- ❖ High Density
- ❖ 16 Micron
- ❖ 200 liners per case
- ❖ Storage Amount: 10 Cases

H. CLEANING PADS-----QUANTITY: 50 CASES

- ❖ 20" (3M Branded 5300 Blue Pads)
- ❖ 5 pads per case
- ❖ Storage Amount: 10 Cases

I. STRIPPING PADS-----QUANTITY: 150 CASES

- ❖ 20" (3m Products)
- ❖ 5 pads per case
- ❖ Storage Amount: 50 Cases

J. POLISH PADS-----QUANTITY: 150 CASES

- ❖ 21" (3M Branded 3100 Aqua Polish Pad)
- ❖ Use with Propane Burnisher
- ❖ 5 pads per case
- ❖ Storage Amount: 10 Cases

K. POLISH PADS-----QUANTITY: 25 CASES

- ❖ 20" (3M Branded 3100 Aqua Polish Pad)
- ❖ Use with Propane Burnisher
- ❖ 5 pads per case
- ❖ Storage Amount: 10 Cases

L. POLISH PADS-----QUANTITY: 10 CASES

- ❖ 27" (3M Branded 3100 Aqua Polish Pad)
- ❖ Use with Propane Burnisher
- ❖ 5 pads per case

Seven Oaks Supply Co.

M. ENZYMES-----QUANTITY: 150 CASES

- ❖ Ready To Use (RTU)
- ❖ Ingredients
- ❖ Quart Size
- ❖ 12 Quarts per Case
- ❖ Storage Amount: 5 Cases

N. SMALL DISPOSABLE GLOVES-----QUANTITY: 20 CASES

- ❖ Delta ECS Series (ECS-100)
- ❖ Latex
- ❖ Powder Free
- ❖ 100 per Box
- ❖ 10 boxes per Case
- ❖ Storage Amount: 2 Cases

O. MEDIUM DISPOSABLE GLOVES-----QUANTITY: 50 CASES

- ❖ Delta ECS Series (ECS-110)
- ❖ Latex
- ❖ Powder Free
- ❖ 100 per Box
- ❖ 10 boxes per Case
- ❖ Storage Amount: 2 Cases

P. LARGE DISPOSABLE GLOVES-----QUANTITY: 70 CASES

- ❖ Delta ECS Series (ECS-120)
- ❖ Latex
- ❖ Powder Free
- ❖ 100 per Box
- ❖ 10 boxes per Case
- ❖ Storage Amount: 2 Cases

Q. X-LARGE DISPOSABLE GLOVES-----QUANTITY: 65 CASES

- ❖ Delta ECS Series (ECS-130)
- ❖ Latex
- ❖ Powder Free
- ❖ 100 per Box
- ❖ 10 boxes per Case
- ❖ Storage Amount: 2 Cases

VI. PRODUCT DESCRIPTION

NOTE: Bids must be submitted on this form; failure to do so may cause rejection of bid.
The bid amounts shall be all inclusive with the exception of sales tax.

A. ROLL PAPER TOWELS All items below meet & exceed Green Seal Standards

DESCRIPTION (MFG/ITEM#)	PLY	FOOTAGE PER ROLL	ROLLS PER CASE
Carolina Paper Converters KRT 350 N-12	1	350	12

45% Post Consumer fiber

B. MULTI-FOLD PAPER TOWELS 100% Recycled

DESCRIPTION (MFG/ITEM#)	PLY	TOWELS PER PACK	PACKS PER CASE
Carolina Paper Converters MFPT 20	1	250	16

45% Post Consumer fiber

C. REGULAR TOILET TISSUE 100% Recycled

DESCRIPTION (MFG/ITEM#)	PLY	FOOTAGE PER ROLL	ROLLS PER CASE
Carolina Paper Converters STR 96	2	4.5 x 3.8 158 33	96

45% Post Consumer fiber

D. JUNIOR JUMBO TOILET TISSUE 100% Recycled

500 shts

DESCRIPTION (MFG/ITEM#)	PLY	FOOTAGE PER ROLL	ROLLS PER CASE
Carolina Paper Converters 2BT 1000-12	2	1000	12

45% Post Consumer 100% Recycled

E. JUMBO TOILET TISSUE

DESCRIPTION (MFG/ITEM#)	PLY	FOOTAGE PER ROLL	ROLLS PER CASE
Carolina Paper Converters 2BT 2000-6	2	2000	6

45% Post Consumer
100% Recycled

F. SMALL CAN LINERS

DESCRIPTION (MFG/ITEM#)	MICRON	SIZE	LINERS PER CASE
24X33 S243306N	6mic	24X33	1000

G. LARGE CAN LINERS

DESCRIPTION (MFG/ITEM#)	MICRON	SIZE	LINERS PER CASE
38X60 S3860 ¹⁶ 16N	16 mic	38X60	200

H. CLEANING PADS

DESCRIPTION (MFG/ITEM#)	PADS PER CASE

I. STRIPPING PADS

DESCRIPTION (MFG/ITEM#)	PADS PER CASE

J. 21" POLISH PADS

DESCRIPTION (MFG/ITEM#)	QUARTS PER CASE

K. 20" POLISH PADS

DESCRIPTION (MFG/ITEM#)	GLOVES PER CASE

Seaw Oaks Supply Co.

L. 27" POLISH PADS

DESCRIPTION	(MFG/ITEM#)	GLOVES PER CASE

M. ENZYMES

DESCRIPTION	(MFG/ITEM#)	GLOVES PER CASE
Live Enzymes	NCL - Live Natural solutions	12 per case

N. SMALL DISPOSABLE GLOVES

DESCRIPTION	(MFG/ITEM#)	GLOVES PER CASE

O. MEDIUM DISPOSABLE GLOVES

DESCRIPTION	(MFG/ITEM#)	GLOVES PER CASE

P. LARGE DISPOSABLE GLOVES

DESCRIPTION	(MFG/ITEM#)	GLOVES PER CASE

Q. X-LARGE DISPOSABLE GLOVES

DESCRIPTION	(MFG/ITEM#)	GLOVES PER CASE

Sever Oaks Supply Co

VII. BID SUBMITTAL

If awarded all items listed above, the supplier will provide an additional discount as follows:

SECTION	ITEM	CURRENT CASE PRICE	DISCOUNT	NEW CASE PRICE
A	ROLL PAPER TOWELS	13.72	0	
B	MULTI-FOLD TOWELS	12.66	0	
C	REGULAR TOILET TISSUE	25.95	0	
D	JR JUMBO TOILET TISSUE	17.66	0	
E	JUMBO TOILET TISSUE	17.86	0	
F	SMALL CAN LINERS	14.28	0	
G	LARGE CAN LINERS	17.35	0	
H	20" CLEANING PADS			
I	20" STRIPPING PADS			
J	21" POLISH PADS			
K	20" POLISH PADS			
L	27" POLISH PADS			
M	ENZYMES	19.95	0	
N	SMALL DISPOSABLE GLOVES			
O	MEDIUM DISPOSABLE GLOVES			
P	LARGE DISPOSABLE GLOVES			
Q	X-LARGE DISPOSABLE GLOVES			
TOTAL BID AMOUNT (WITH EXCLUSION OF SALES TAX)				

ADDITIONAL TERMS

Prompt Payment Discount: 0 % _____ days

Bids Amounts prior to award will remain effective for a period of no less than 90 days unless indicated here _____

The pricing on awarded bids shall remain in effect until July 2010.

Pending the terms and the performance of supplier, an extension of one to two years may apply.

Will your company accept P-Card as a form of payment? No

If yes, list any conditions that may apply:

Seneca Oaks Supply Co.

EXECUTION

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our 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 we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

OFFEROR: <i>Seven Oaks Supply Co.</i>		FEDERAL ID OR SOCIAL SECURITY NO. <i>56-1196444</i>	
STREET ADDRESS: <i>120 East Third Street</i>		P.O. BOX: <i>677</i>	ZIP: <i>28129</i>
CITY & STATE & ZIP: <i>Oakboro, NC 28129</i>		TELEPHONE NUMBER: <i>704-485-4117</i>	TOLL FREE TEL. NO (800): <i>230-7460</i>
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: <i>Owner/Grp Foreman Rushing</i>		FAX NUMBER: <i>704-485-8117</i>	
AUTHORIZED SIGNATURE: <i>[Signature]</i>	DATE: <i>3/31/10</i>	E-MAIL: <i>mwhittier@SevenOaksSupply.com</i>	

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, an authorized representative of Union County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. Upon acceptance Prices shall stay in effect until the completion of delivery. A copy of this acceptance will be forwarded to the successful offeror(s).

FOR UNION COUNTY PUBLIC SCHOOLS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification.

by _____ (Authorized representative of Union County Public Schools).

FOR THE ITEMS LISTED BELOW:

[illegible][illegible]

OFFEROR:

Seven Oaks Supply Co.

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions. Union County Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quotes.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this quote.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 days for consideration and acceptance. Upon acceptance Prices shall stay in effect until the completion of delivery to all six locations.
6. **PROMPT PAYMENT DISCOUNTS:** Offerors 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 offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable**
8. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions for Quotes.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this 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 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.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Union County Public Schools reserves the right to reject any and all quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

OFFEROR:

Seven Oaks Supply Co.

13. **REFERENCES:** Union County Public Schools reserves the right to require a list of users of the exact item offered. Union County Public Schools may contact these users to determine acceptability of the quote. Such information may be considered in the evaluation of the quote.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Union County Public Schools 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.
15. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to Union County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the quote; 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 Union County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Union County Public Schools or the offeror, Union County Public Schools reserves the right to accept any item or group of items on a multi-item quote. In addition, on TERM CONTRACTS, Union County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Union County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. 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.
17. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become Union County Public Schools property. Each individual sample must be labeled with the offeror's name, quote 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.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts; and not to every person or firm responding to this solicitation. Offerors may call the purchaser named in this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

OFFEROR:

Seven Oaks Supply Co.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Union County Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Union County Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Union County Public Schools.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Union County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **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.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration 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. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (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.

5. **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.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Union County Public Schools 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 Union County Public Schools' 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.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **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.
10. **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.
11. **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.
12. **PATENT:** The contractor shall hold and save Union County Public Schools, 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.

OFFEROR:

Seven Oaks Supply Co.

13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **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, Union County Public Schools may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - 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 State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
- COVERAGE** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

OFFEROR:

Sun Oak Supply Co.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE

This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

OFFEROR:

Seven Oaks Supply Co.

23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- Notification:** Must be given to Union County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - Decreases:** Union County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
 - Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Union County Public Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Union County Public Schools shall occur not later than 15 days after the receipt by Union County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5/02/2006

UNION COUNTY PUBLIC SCHOOLS

PROJECT: CUSTODIAL SUPPLIES
REFERENCE NUMBER: 0-9700074
BID OPENING: 10:00 AM ON APRIL 1, 2010

BID TABULATION

RESPONSE PRODUCT	BRAME			BUCKEYE INTERNATIONAL			CENTRAL POLY			GRANGER			INTERSTATE SOLUTIONS		
	CASCADE	WAUSAU	VONDERHEIL	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA
A Roll Paper Towel	NO BID	NO BID		NO BID	17.88	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	16.47	15.88
B Multi-Fold Towels	NO BID	NO BID		NO BID	14.15	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	14.82	14.80
C Regular Toilet Tissue	NO BID	NO BID		NO BID	34.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	35.91	34.14
D Jr. Jumbo Toilet Tissues	NO BID	NO BID		NO BID	23.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	24.51	22.89
E Jumbo Toilet Tissue	NO BID	NO BID		NO BID	23.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	24.51	22.89
F CASE WEIGHT	11.00	17.70		10.50	12.70	18.70	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	12.14	19.15	NO BID
G Small Can Liners	13.66	NO BID	NO BID	13.86	16.32	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	13.89	NO BID	NO BID
H Large Can Liners	NO BID	18.48	NO BID	NO BID	NO BID	19.73	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	17.90	NO BID
3 M BRANDED															
I 20" Cleaning Pads	16.22			NO BID			NO BID			46.33			24.35		
J 20" Shipping Pads	16.22			NO BID			NO BID			NO BID			25.00		
K 21" Polish Pads	18.48			NO BID			NO BID			50.61			27.50		
L 20" Polish Pads	16.43			NO BID			NO BID			46.33			24.35		
M 27" Polish Pads	36.74			NO BID			NO BID			105.17			52.95		
MANUFACTURER															
N Enzymes	RTU			RTU			RTU						RTU		
O Enzymes	\$31.30			NO BID			NO BID			\$36.24			\$28.44		
MANUFACTURER															
P Small Disposable Gloves	46.45	NO BID	VINYL-18 LBS	NO BID	NO BID	DELTA	NO BID	NO BID	NO BID	7	NO BID	NO BID	PIP	NO BID	DELTA
Q Medium Disposable Gloves	46.45	NO BID		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	237.36	NO BID	NO BID	41.60	NO BID	NO BID
R Large Disposable Gloves	46.45	NO BID		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	237.36	NO BID	NO BID	41.60	NO BID	NO BID
S X-Large Disposable Gloves	46.45	NO BID		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	237.36	NO BID	NO BID	41.60	NO BID	NO BID
COMMENTS:															
15% Price increase on Latex 5 1/10--(Brame--Vinyl has better chemical resistance)				38600 Can Liner is 17 micron instead of 16				Late Bid.				Pricing is only good if purchased by same manufacturer; Paper, 15% discount if all paper products are bought.			



UNION COUNTY PUBLIC SCHOOLS

PROJECT: CUSTODIAL SUPPLIES
REFERENCE NUMBER: 0-8700074
BID OPENING: 10:00 AM ON APRIL 1, 2010

BID OPENING:		10:00 AM ON APRIL 1, 2010																			
		KELSAN				MORRISSETTE PAPER COMPANY				SEVEN OAKS SUPPLY				SKYLINE SUPPLIES				SOUTHEASTERN PAPER GROUP			
RESPONSIVE																					
PRODUCT		CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA		
A. Roll Paper Towel		18.71	NO BID	NO BID	NO BID	17.71	NO BID	19.63	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	15.90		
B. Multi-Fold Towels		15.90	NO BID	NO BID	NO BID	14.39	NO BID	16.13	NO BID	NO BID	NO BID	NO BID	NO BID	15.90	NO BID	NO BID	NO BID	NO BID	14.16		
C. Regular Toilet Tissue		31.93	NO BID	NO BID	NO BID	34.98	NO BID	30.88	NO BID	NO BID	NO BID	NO BID	NO BID	37.58	NO BID	NO BID	NO BID	NO BID	33.90		
D. Jr. Jumbo Toilet Tissue		21.35	NO BID	NO BID	NO BID	23.78	NO BID	21.14	NO BID	NO BID	NO BID	NO BID	NO BID	26.18	NO BID	NO BID	NO BID	NO BID	22.96		
E. Jumbo Toilet Tissue		21.35	NO BID	NO BID	NO BID	23.78	NO BID	21.14	NO BID	NO BID	NO BID	NO BID	NO BID	26.18	NO BID	NO BID	NO BID	NO BID	22.96		
OASB WEIGHT		12.66	19.81		?	?		\$24336N	\$39016N		12.67	18.46		214.321	214.094						
F. Small Can Liners		19.16	NO BID	NO BID	16.51	NO BID	NO BID	14.28	NO BID	NO BID	17.66	NO BID	NO BID	16.08	NO BID	NO BID	NO BID	NO BID			
G. Large Can Liners		NO BID	27.31	NO BID	NO BID	24.52	NO BID	NO BID	17.35	NO BID	NO BID	20.28	NO BID	NO BID	21.45	NO BID	NO BID	NO BID			
MANUFACTURER		3 M BRANDED			3 M BRANDED			3 M BRANDED			3 M BRANDED			3 M BRANDED							
H. 27" Cleaning Pads		21.57			26.38			NO BID			22.88			23.80							
I. 27" Shipping Pads		21.48			27.12			NO BID			23.82			23.80							
J. 27" Polish Pads		23.67			30.48			NO BID			25.95			26.63							
K. 27" Polish Pads		20.91			27.01			NO BID			22.88			23.80							
L. 27" Polish Pads		48.57			60.14			NO BID			51.18			53.98							
MANUFACTURER		RTU			RTU			RTU			RTU			RTU							
M. Enzymes		48.16			33.15			18.55			28.40			32.00							
MANUFACTURER		5201		DELTA			DELTA			DELTA	?		DELTA	?		DELTA					
N. Small Disposable Gloves		37.33	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	40.41	NO BID	NO BID	42.81	NO BID	NO BID	NO BID	NO BID			
O. Medium Disposable Gloves		37.33	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	40.41	NO BID	NO BID	42.81	NO BID	NO BID	NO BID	NO BID			
P. Large Disposable Gloves		37.33	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	40.41	NO BID	NO BID	42.81	NO BID	NO BID	NO BID	NO BID			
Q. X-Large Disposable Gloves		37.33	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	40.41	NO BID	NO BID	42.81	NO BID	NO BID	NO BID	NO BID			
COMMENTS:		Jumbo Toilet Tissue Bid is Cascade Item# 4095				1% Discount if paid net 10				Jumbo Toilet Tissue, Cascade 4095				2.6% Increase if purchased with P-Card				Multi-Fold Towel # M3505-096N Bid Opened 03/23/2010. Bid was increased from \$23.52 per case to \$24.52 per case. Bid was increased until June 30, 2010.			

UNION COUNTY PUBLIC SCHOOLS

PROJECT: CUSTODIAL SUPPLIES
REFERENCE NUMBER: 0-9700074
BID OPENING: 10:00 AM ON APRIL 1, 2010

BID OPENING: 10:00 AM ON FRIDAY, 11/20/10																	
RESPONSIVE		STAPLES			UNI-CHEM			SEVEN OAKS SUPPLY		AMARD							
PRODUCT	CASCADE	WAUSAU	SCA	CASCADE	WAUSAU	SCA	CPC			PRODUCT	VENDOR	MANUFACTURER	ITEM #	PRICE	EXTENDED COST		
A. Roll Paper Towel	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		NO BID	NO BID	SMALL CAN LINERS	BRAME	WAUSAU		13.56	\$13,690.00		
B. Multi-Fold Towels	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		NO BID	NO BID	MULTI-FOLD TOWELS	BUCKEYE	WAUSAU	48900	14.15	53,770.00		
C. Regular Toilet Tissue	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		NO BID	NO BID	JUMBO TOILET TISSUE	BUCKEYE	WAUSAU	20029	23.00	5,175.00		
D. Jr. Jumbo Toilet Tissue	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		NO BID	NO BID	20" CLEANING PADS	KELSAN	3M	5300	21.57	2,157.00		
E. Jumbo Toilet Tissue	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		NO BID	NO BID	20" STRIPPING PADS	KELSAN	3M	7200	21.49	2,149.00		
CASE WEIGHT										20" POLISH PADS	KELSAN	3M	3100	23.61	3,641.50		
F. Small Can Liners	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		14.28	NO BID	NO BID	KELSAN	3M	3100	20.81	522.75		
G. Large Can Liners	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		17.35	NO BID	NO BID	KELSAN	3M	3100	46.57	465.70		
MANUFACTURER										SMALL GLOVES	KELSAN	TRADEX	LSM5201	37.33	746.60		
H. 20" Cleaning Pads	NO BID			NO BID				NO BID		MEDIUM GLOVES	KELSAN	TRADEX	LMR5201	37.33	\$1,865.50		
I. 20" Stripping Pads	NO BID			NO BID				NO BID		LARGE GLOVES	KELSAN	TRADEX	LLG5201	37.33	2,613.10		
J. 20" Polish Pads	NO BID			NO BID				NO BID		X-LARGE GLOVES	KELSAN	TRADEX	LXL5201	37.33	\$2,426.46		
K. 20" Polish Pads	NO BID			NO BID				NO BID		ROLL TOWELS	SEVEN OAKS	CASCADE		19.85	60,705.00		
L. 20" Polish Pads	NO BID			NO BID				NO BID		REGULAR TOILET TISSUE	SEVEN OAKS	CASCADE		4090	61,760.00		
MANUFACTURER										JR. JUMBO TISSUE	SEVEN OAKS	CASCADE		4097	21.14	42,280.00	
M. Enzymes	NO BID			NO BID				16.95		LARGE CAN LINERS	SEVEN OAKS		338016N	17.35	24,290.00		
MANUFACTURER										ENZYMES	SEVEN OAKS	NCL		LIVE	18.55	2,932.50	
N. Small Disposable Gloves	NO BID		DELTA	NO BID	NO BID	NO BID		NO BID	NO BID	TOTAL							288,961.10
O. Medium Disposable Gloves	NO BID		NO BID	NO BID	NO BID	NO BID		NO BID	NO BID								
P. Large Disposable Gloves	NO BID		NO BID	NO BID	NO BID	NO BID		NO BID	NO BID								
Q. X-Large Disposable Gloves	NO BID		NO BID	NO BID	NO BID	NO BID		NO BID	NO BID								
COMMENTS:																	

COMMENTS:

Award Information

A. ROLL PAPER TOWELS	BUCKEYE CLEANING CENTER AND MORSETTIE BID THE INCORRECT PRODUCT. INTERSTATE SOLUTIONS PRICING IS IF AWARDED ALL PAPER PRO
B. MULTI-FOLD TOWELS	BUCKEYE CLEANING CENTER IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
C. REGULAR TOILET TISSUE	SEVEN OAKS SUPPLY IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
D. JR JUMBO TOILET TISSUE	SEVEN OAKS SUPPLY IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
E. JUMBO TOILET TISSUE	KELSAN, INC. SEVEN OAKS SUPPLY BID THE INCORRECT PRODUCT
F. SMALL CAN LINERS	BRAME SPECIALTY COMPANY IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
G. LARGE CAN LINERS	SEVEN OAKS SUPPLY IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
H. 20" CLEANING PADS	BRAME SPECIALTY COMPANY BID THE INCORRECT PRODUCT
I. 20" POLISH PADS	BRAME SPECIALTY COMPANY BID THE INCORRECT PRODUCT
J. 20" POLISH PADS	BRAME SPECIALTY COMPANY BID THE INCORRECT PRODUCT
K. 20" POLISH PADS	BRAME SPECIALTY COMPANY BID THE INCORRECT PRODUCT
L. 20" POLISH PADS	SEVEN OAKS SUPPLY IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
M. ENZYMES	KELSAN, INC. IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
N. SMALL DISPOSABLE GLOVES	KELSAN, INC. IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
O. MEDIUM DISPOSABLE GLOVES	KELSAN, INC. IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
P. LARGE DISPOSABLE GLOVES	KELSAN, INC. IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER
Q. X-LARGE DISPOSABLE GLOVES	KELSAN, INC. IS THE SUCCESSFUL RESPONSIVE. RESPONSIBLE LOW BIDDER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2010

PRODUCER (704)982-1156 FAX: (704)982-7012

Bear Insurance Service
173 North Second Street

Albemarle NC 28001

INSURED
Seven Oaks Supply Hardware Division, Inc
PO Box 280

Oakboro NC 28129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Owners Insurance Co

32700

INSURER B: Auto Owners

18988

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	4684515702	5/28/2010	5/28/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	4684515700	5/28/2010	5/28/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY	4684515701	5/28/2010	5/28/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 5,000					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	35028811	5/28/2010	5/28/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED, ATIMA.

CERTIFICATE HOLDER

(704)283-2371

UNION COUNTY BOARD OF EDUCATION
ATTN: PENNY HELMS
201 VENUS ST.
MONROE, NC 28110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Pamela Morton/PAM

Pamela J. Morton

ACORD 25 (2009/01)

INS025 (200901)

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