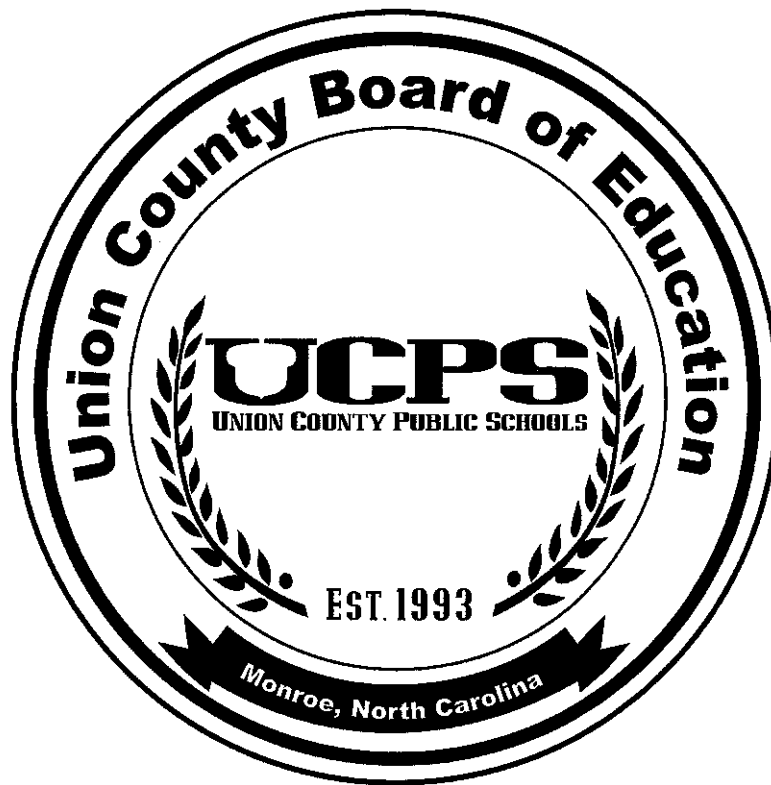


UNION COUNTY PUBLIC SCHOOLS



**FLOOR FINISH
FLOOR STRIPPER**

2-9700048

INTERSTATE SOLUTIONS, INC.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

This Contract for Floor Finish and Floor Stripper (this "Contract") is made and entered into the 1st day of May 2012 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 Interstate Solutions, Inc. located at 137 Pennington Road, Rock Hill, SC 29732; hereby, known as Interstate Solutions, Inc., or Contractor for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- I. Obligations of Contractor.
The Contractor agrees to fulfill all requirements as listed within IFB 2-9700048 (Attachment B).

- II. Commencement Date.
The Contractor shall complete the order within 14 consecutive calendar days from receiving the purchase order(s).

- III. Liquidated Damages.
The damages UCPS will encounter if order is not completed by the time specified herein (see section II), will allow liquidated damages (not penalty) of \$200.00 per day until date of completion. Completion means the Contractor has fulfilled the order and all requirements pertaining to the bid and has received approve of Union County Public Schools. Extended time must be requested in writing to the Purchasing and Contracting Coordinator for Union County Public Schools listed herein. All approved changes will be issued to the Contractor in the form of a change order.

- IV. Obligations of UCBOE.
Contractor will be paid \$55.59 per 5 gallon pail of Hillyard One Plus Floor Finish and \$46.69 per 5 gallon pail of Hillyard Green Select Floor Stripper. All approved invoices will be paid on net 30 terms.

- V. Project Coordinators.
 - A. Debbie Phillips is designated as the Project Coordinator for UCPS. The Project Coordinator shall be the UCPS's representative in connection with the Contractor's performance under this contract.
Telephone 704.296.3160 extension 6779.
 - B. Scott Walker is designated as the Project Coordinator for Interstate Solutions, Inc. and is fully authorized to act on behalf of the Contractor in connection with this contract.
Telephone 803.329.4790
 - C. Penny Helms is designated as the Purchasing and Contract Coordinator for Union County Public Schools.
Telephone 704.296.3160 extension 6759.

- VI. Warranty.
 - A. All products delivered to Union County Public Schools shall be new with a full manufacturer's warranty. The warranty shall be a minimum of 1 year.
 - B. UCPS shall issue a written notification to the Contractor when quality assurance is not met. Contractor shall effectively replace the products at no cost to Union County Public Schools within 5 calendar days. No cost shall include the costs of pickup, product, delivery, etc. If quality assurance is still not met, Contractor will be expected to provide a full refund to Union County Public Schools.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

VII. 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.**

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.

VIII. Additional Provisions.

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

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

INTERSTATE SOLUTIONS, INC.

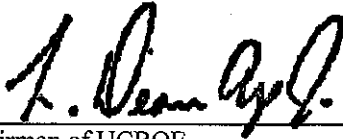
By: _____

Title: _____

Date

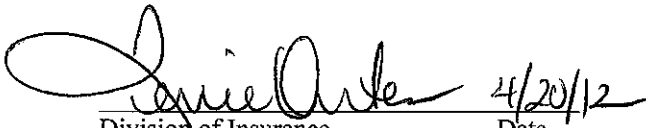
Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

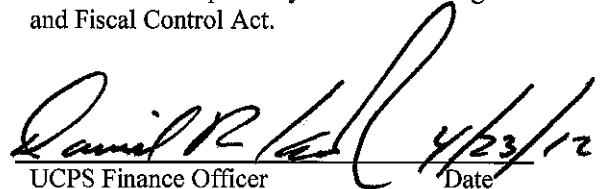


Chairman of UCBOE _____ Date

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



Division of Insurance & Risk Management _____ Date



UCPS Finance Officer _____ Date

As to ERM:



UCBOE Attorney _____ Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

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 Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor 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 Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor 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 Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor 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 Contractor 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 Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.
Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.

3. Contract Funding. It is understood and agreed between the Contractor 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 Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.

4. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor 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 Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor 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 Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.

6. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

7. Contract Personnel . The Contractor 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 Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
9. Contract Modifications: This contract may be amended only by Change Order duly executed by the UCBOE, Contractor and Architect.
10. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
11. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
12. Nondiscrimination. During the performance of this Contract, the Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, 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 Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor 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 Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
16. Monitoring and Evaluation. The Contractor 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 Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

17. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor 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.
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 Construction Rules of the American Arbitration Association
 - b. If mediation is unsuccessful litigation may be filed in Union County Superior Court.
19. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor 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 Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor 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 Assistant Director, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
22. Jessica Lunsford Act. "Contractors, subcontractors, 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 contractor, subcontractor, 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.
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 Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FLOOR FINISH AND FLOOR STRIPPER**

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

UNION COUNTY PUBLIC SCHOOLS 201 VENUS STREET MONROE, NC 28112	INVITATION FOR BIDS NO. 2-9700048 Bids will be opened: 2:00 pm on March 26, 2012 Contract Type: Open Market Solicitations
Refer ALL Inquiries to: Telephone No. 704-296-3160 Ext. 6759	Commodity: Floor Finish/Stripper Products
E-Mail: penny.helms@ucps.k12.nc.us	Using Agency Name: Union County Public Schools
(See page 2 for mailing instructions.)	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (201 Venus Street, Monroe, NC 28112) until 2:00 pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), 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 bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: <u>Interstate Solutions</u>		FEDERAL ID OR SOCIAL SECURITY NO. <u>57-0692362</u>	
STREET ADDRESS: <u>137 Pennington Rd</u>		P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Rock Hill, SC 29732</u>		TELEPHONE NUMBER: <u>8033294790</u>	TOLL FREE TEL. NO (800) <u>N/A</u>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: <u>D. Scott Walker</u>		FAX NUMBER: <u>803 329 1242</u>	
AUTHORIZED SIGNATURE: <u>[Signature]</u>	DATE: <u>3/26/2012</u>	E-MAIL: <u>scott@cleansafedelivered.com</u>	

Offer valid for 90 days from date of bid opening unless otherwise stated here: ___ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: N/A % N/A days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Union County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(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).

BIDDER: Interstate

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

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
- **It is Mandatory that all responses shall be presented with components appearing in the order designated on Attachment A of this document.**

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. 2-9700048 Union County Public Schools Attn: Penny Helms 201 Venus Street Monroe, NC 28112	BID NO. 2-9700048 Union County Public Schools Attn: Penny Helms 201 Venus Street Monroe, NC 28112

TABULATIONS: Tabulations may be obtained by contacting Penny Helms at 704-296-3160 ext 6759 or by email penny.helms@ucps.k12.nc.us.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.

TRANSPORTATION CHARGES: F.O.B DESTINATION, VARIOUS LOCATIONS THROUGHOUT MONROE, NC WITH ALL TRANSPORTATION CHARGES INCLUDED IN THE ITEMS BID.

MANDATORY SITE VISIT: A Pre-bid Meeting will not be held.

ATTENTION: This contract is included in e-procurement. Paragraphs #19 and #20 of the North Carolina General Contract Terms and Conditions do apply.

The Terms and Conditions made part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at <http://eprocurement.ncgov.com>

DELIVERY/INSTALLATION: The commodity(s) must be delivered within 30 consecutive calendar days after receipt of purchase order. If unable to meet this requirement, please enter here the amount of consecutive calendar days that that you can complete the delivery: _____ Union County Public Schools reserves the right to make the delivery offered a factor in the award of any contract resulting from this IFB.

MAKE AND MODEL: The Manufacturer's name and model/part numbers of the commodities listed herein are standardized within Union County Public Schools and therefore, substitution of products will not be considered for this IFB.

AWARD CRITERIA: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Union County Public Schools to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price. In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

- a. The bidder's prior history for the successful and timely completion of projects.
- b. The delivery time specified within the bid document.
- c. The warranty and guarantee of the products offered.
- d. The bidder's compliance with federal, state, and local laws, rules, and regulations.
- e. Any other factor that may constitute the best interest of Union County Public Schools.

PRIME VENDOR CONCEPT: Union County Public Schools will award any contract that may be issued as a result of this IFB to a single prime vendor. The prime vendor must assume responsibility for hardware, documentation and all other products and services in support of the requirements. Vendors who submit proposals as prime contractors may wish to provide all of the proposed products and services directly, or provide certain elements directly and the remainder through subcontractors. Under the prime contractor agreement, subcontractors are allowed and encouraged. However, the prime contractor must provide positive evidence that it will be responsible for all products and services provided to satisfy the requirements and specifications of this IFB.

LIABILITY:

- A. **VENDOR'S liability to UNION COUNTY PUBLIC SCHOOLS or for claims by UNION COUNTY PUBLIC SCHOOLS based on injury to any third party for personal injury or damage to real property or tangible personal property or real property or tangible personal property shall include but not be limited to any claim, etc. This shall include any claim for which VENDOR is found to be legally liable arising from the failure of any VENDOR supplied product, replacement parts furnished by VENDOR, or of and VENDOR licensed program to operate in any material respect in accordance with any representation by VENDOR, whether in VENDOR'S, response to any Invitation of Bid or Proposal by UNION COUNTY PUBLIC SCHOOLS, or in any published specifications or literature, or failure arising from services rendered by VENDOR'S employees. Claims shall not be limited by any clause whether found in any agreement between VENDOR and UNION COUNTY PUBLIC SCHOOLS or in any VENDOR invoice or any other paper writing that purports to limit the remedies to UNION COUNTY PUBLIC SCHOOLS arising out of such failure.**
- B. **VENDOR'S liability as described in paragraph A shall include the repair, restoration or replacement, within a reasonable time of all damaged or destroyed, real or tangible personal property including buildings, furniture fixtures, supplies, computer hardware, software and associated equipment (VENDOR AND NON-VENDOR supplied), and information storage media of whatever description together with duplication of data files from existing UNION COUNTY PUBLIC SCHOOLS backup media. In addition, VENDOR'S liability for damages described in paragraph A shall include all damages suffered by UNION COUNTY PUBLIC SCHOOLS, whether such damages are or might be classified as direct or consequential, which require the expenditure of public moneys (1) reasonably required to restore the Product (s) involved to its full original operational capability, (2) for temporary remedial measures reasonably required to perform any of the functions of the involved Product(s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of any VENDOR product (s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of**

- any VENDOR product(s) or arising from services rendered by VENDOR'S employees for which VENDOR is found to be legally liable.
- C. Except as specifically provided above, in no event will VENDOR be liable for any damages caused by UNION COUNTY PUBLIC SCHOOLS failure to perform UNION COUNTY PUBLIC SCHOOLS responsibilities, or for any lost profits, lost savings, or other economic consequential damages even if VENDOR has been advised of the possibility of such damages, or for any claim by UNION COUNTY PUBLIC SCHOOLS based on any third party claim except as provided in paragraphs A and B above.
 - D. Except as provided above, any clauses in any agreements between the VENDOR and UNION COUNTY PUBLIC SCHOOLS that purport to limit remedies available to UNION COUNTY PUBLIC SCHOOLS remain in force, however VENDOR covenants that in any dispute with UNION COUNTY PUBLIC SCHOOLS regarding damages covered by the preceding paragraphs A through C, such clauses do not, nor will they be pleaded to, bar such damages.
 - E. User Installed Software Only: Notwithstanding any other provisions contained herein, for user installed software, the liability of the vendor shall be limited to the replacement of the defective software or the full refund of the price paid, at the option of UNION COUNTY PUBLIC SCHOOLS.
 - F. Except as provided above, nothing contained herein shall be construed to limit any remedy, at law or in equity, available to either party.

LIQUIDATED DAMAGES

The Owner and Vendor recognize that time is of the essence to this Agreement and that the Owner will suffer financial loss if the work is not completed within the times specified in this IFB. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the Owner for each day in excess of the term allowed for completion of the Work, the Contractor shall pay to the Owner the sum of \$200.00 as liquidated damages.

ATTACHMENT A
RESPONSE CHECKLIST

This document shall be page 1 of proposal response. All elements of said response shall appear in the order listed below.

- Complete IFB 2-9700048

- Warranty Documentation as described in Section Part 2-C-4

- Certificate of Insurance showing Union County and Union County Board of Education as Certificate Holder and as an additional insured as identified in Section 16 of the NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (must be received within 5 calendar days of notification of award)

BIDDER: Interstate

BASE BID

DESCRIPTION	MATERIAL COST	SHIPPING & HANDLING	TOTAL EXTENDED COST
HILLYARD ONE PLUS FLOOR FINISH	\$ <u>55.68</u>	\$ <u>0</u>	\$ <u>139,200.00</u>
HILLYARD GREEN SELECT FLOOR STRIPPER	\$ <u>46.79</u>	\$ <u>0</u>	\$ <u>7,018.50</u>

TOTAL-----\$ 146,218.50

DISCOUNT

(UCPS reserves the right to make single or multiple awards.)

If awarded both products- the following prices will be applied:

DESCRIPTION	MATERIAL COST	SHIPPING & HANDLING	TOTAL EXTENDED COST
HILLYARD ONE PLUS FLOOR FINISH	\$ <u>55.59</u>	\$ <u>0</u>	\$ <u>138,975.00</u>
HILLYARD GREEN SELECT FLOOR STRIPPER	\$ <u>46.69</u>	\$ <u>0</u>	\$ <u>7,003.50</u>

TOTAL-----\$ 145,978.50

DELIVERY HILLYARD ONE PLUS FLOOR FINISH 14 Consecutive Calendar Days
 HILLYARD GREEN SELECT FLOOR STRIPPER 14 Consecutive Calendar Days

WARRANTY: Product is guaranteed to be free from defects.

Total Extended Cost shall be all inclusive (material, labor, shipping and handling, taxes, etc.)

Floor Finish and Stripper

PART 1 – GENERAL

It is the intent of Union County Public Schools to acquire the Hillyard Floor Finish and Stripper products identified herein.

PART 2 – COMMODITY SPECIFICATION

A. HILLYARD FLOOR FINISH

1. Hillyard One Plus

- a. Size: 5 Gallon Pails
- b. Quantity: 2500
- c. Description:
 - i. Green Seal Certified.
 - ii. Protect floors in High Traffic Areas while resisting scuffing, black heel marks, etc.
 - iii. Clear when dry, leaving floors neutral, not yellow.
 - iv. Produce a slip resistance.
 - v. Low Maintenance.
 - vi. Compatible with all types of resilient flooring, concrete and terrazzo.

B. HILLYARD FLOOR STRIPPER

1. Hillyard Green Select Stripper

- a. Size: 5 Gallon Pails
- b. Quantity: 150
- c. Description:
 - i. Green Seal Certified.
 - ii. Effectively and safely remove existing floor finishes.
 - iii. Leave the floor neutral.
 - iv. Compatible with all types of resilient flooring.

PART 3– DELIVERY

A. SHIPPING ADDRESS:

- 1. Union County Public Schools
Maintenance Warehouse
7516 Old Concord Highway
Monroe, NC 28110

B. SCHEDULING

- 1. Awarded Vendor shall contact Debbie Phillips, 704-296-3160 extension 6779 to schedule delivery.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, 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 bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **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 bid.
 - **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 bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids 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 bidder is cautioned that the requirements of this bid 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 bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
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 bid. Such information may be considered in the evaluation of the bid.

BIDDER: Interstate

14. **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.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to 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 bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Union County Public Schools or the bidder, Union County Public Schools reserves the right to accept any item or group of items on a multi-item bid.

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. **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.

17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Union County Public Schools will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

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 bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Union County Public Schools property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

19. **PROTEST PROCEDURES:** When a bidder 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 a bidder 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. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. 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.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

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 not later than 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.

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 tortuous 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.

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.
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.



Growing Possibilities...

UNION COUNTY PUBLIC SCHOOLS

PROJECT:
 REFERENCE NUMBER:
 BID OPENING:

FLOOR FINISH/STRIPPER
 2-9700048
 2:00 pm on March 26, 2012

BID TABULATION

	COMPANY	ITEM 1 FLOOR FINISH	ITEM 2 STRIPPER	COMPOSITE BID	DELIVERY TIME
1	BRITTANY SUPPLY, INC.	NO BID	NO BID	NO BID	NO BID
2	HILLYARD	NO BID	NO BID	NO BID	NO BID
3	IMAGE SUPPLY, INC.	NO BID	NO BID	NO BID	NO BID
4	INTERSTATE SOLUTIONS, INC.	\$65.59 PER 5 GALLON	\$46.69 PER 5 GALLON	\$145,978.50	14 CCD
5	PRO/SAN MAINTENANCE SUPPLY, INC.	NO BID	NO BID	NO BID	NO BID
6					
7					

