

Wake County Public School System is extending a Request for Quotation to your company. We hope that you will consider entering a proposal. The information necessary to submit a proposal is here within contained.

Request for Quotation # 11-791

LIBRARY BOOKS (REGULAR, REPLACEMENT & PRE-BOUND)

QUOTATION DUE DATE: May 3, 2011

MAIL QUOTE TO: Wake County Public School System
Purchasing Department / Attn: Brian A. Martin
1551 Rock Quarry Road
Raleigh NC 27610

Pursuant to and in compliance with Request for Quotation # 11-791 for: Library Books (Regular, Replacement & Pre-bound); the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all supplies and/or materials hereinafter specified, and to fulfill the intent of this agreement in accordance with this document as interpreted by Wake County Public School System. The bidder hereby designates as his/her office to which correspondence shall be delivered.

COMPANY

AUTHORIZED AGENT

ADDRESS

ADDRESS

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

PROPOSAL
SUBMITTED BY:

(Signature)

QUOTE # 11-791
LIBRARY BOOKS (Regular, Replacement & Pre-bound)
QUOTE RESPONSE FORM

Discount off catalog price shall be _____% for library books.

Shipping is F.O.B. destination: Yes _____ No _____

Shipping and handling: _____%

Theft detection (middle and high schools) 3M _____

Automated processing fee: _____

Bar codes w/protectors (attached): _____
(unattached): _____

Data disk: _____

Spine label w/protectors (attached): _____
(unattached): _____

Pre-binding paperbacks: _____

WAKE COUNTY PUBLIC SCHOOL SYSTEM
REQUEST FOR QUOTATION # 11-791
LIBRARY BOOKS (REGULAR, REPLACEMENT & PRE-BOUND)

1. The purpose and intent of this request for quotation is to secure a fixed percentage discount against catalog/manufacture's price list and establish a contract for the procurement of library books (regular, replacement & pre-bound) for all schools of the Wake County Public School System.
2. This document in its entirety constitutes the quote form. Different forms will not be accepted. Each bidder shall complete this document and submit it in a sealed envelope marked "LIBRARY BOOKS (REGULAR, REPLACEMENT & PRE-BOUND), BID # 11-791."
3. Mail or deliver quotes to Wake County Public School System, Purchasing Department / Attn: Brian A. Martin, 1551 Rock Quarry Road, Raleigh NC 27610. It is the sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Department by the designated date.
4. The period of this contract shall be from May 3, 2011 and continue until any pricing on the quote response form changes. If any pricing change is necessary, the vendor must give no less than thirty (30) days advance written notice to the Purchasing Department prior to the effective date of the change.
5. This quote will service 24 high schools, 32 middle schools and 104 elementary schools. Additional public schools in Wake County may be opened and serviced throughout the duration of this convenience contract.
6. Proposals must be signed in ink by a person authorized to act on behalf of the offeror.
7. Bidders shall furnish with this quote one (1) copy of their current catalog. Upon award, successful bidders shall be required to provide a copy of the same catalog submitted with this quote to each school of the Wake County Public School System. As new catalogs are printed, each school is to be provided with a copy. School names and mailing locations can be found at www.wcps.net.
8. Award of this quote is not limited to one vendor. Multiple vendors will be designated as suppliers for the items covered under the terms of the contract.
9. The awards shall be made to (a) full qualified vendor/vendors whose proposals are determined to be best suited, taking into consideration price, service, capability, acceptability and availability of the product.
10. Successful bidder is expected to secure items or have them ready for immediate delivery.
11. Purchase orders will be issued for all schools for items as needed. All invoices are to be mailed to the Accounting Department as indicated on the purchase order. The minimum purchase order amount will be \$25.00.
12. By submission of this quote, the bidder certifies that this quote has been independently arrived at without collusion with any other bidder or with any competitor, this quote has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of quotes, to any other bidder, competitor or potential competitor; no attempt has been or will be made to induce any other person to submit or not to submit a quote.

13. A contract shall not be assignable by the contractor in whole or in part without the written consent of Wake County Public School System.
14. Wake County Public School System reserves the right to reject any or all quotes received and to waive technicalities in any proposals.
15. Request for additional information or clarification should be directed in writing to:

Brian A. Martin
Purchasing Operations Manager
Wake County Public School System
PO Box 28041
Raleigh NC 27611

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
GENERAL CONTRACT TERMS AND CONDITIONS**

1. **ACCEPTANCE AND REJECTION:** Wake County Public School System 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.
2. **TIME FOR CONSIDERATION:** Preference may be given to proposals allowing not less than 30 days for consideration and acceptance.
3. **TAXES:** No taxes shall be included in any bid prices.
4. **RESALE PRICE MAINTENANCE:** The State of North Carolina has no Fair Trade law, and this or any other type of resale price maintenance exercised in prices offered will be subject to appropriate legal remedies.
5. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. **CONDITION AND PACKAGING:** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **PERFORMANCE AND DEFAULT:** Wake County Public School System reserves the right to require performance bond from successful bidder, as provided by law, without expense to the Wake County Public School System. Otherwise, in case of default of the contractor Wake County Public School System may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
8. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Each individual sample must be labeled with bidder's name and item number.
9. **MANUFACTURERS' NAMES:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.
10. **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 successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).
11. **SAFETY 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 Underwriter' 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(s) of devices offered and furnished. Further, all items furnished by the successful bidder 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. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
13. **TRADE DISCOUNTS:** Trade discounts, when quoted, should be reduced to a single percentage, for example instead of 50, 10, and 5 percent, the discounts should be stated at 57 1/4%.
14. **AWARD AND PAYMENT:** As directed by statute, qualified proposals will be evaluated and acceptance made of the lowest and best proposal(s) determined most advantageous. Acceptance is to be confirmed by purchase order(s) issued by Wake County Public School System, including shipping and billing instructions; Wake County Public School System is responsible for all payments under the award, to be based on the contract price(s) in effect on the date order is placed. Wake County Public School System reserves the right to reject any and all bids.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify Wake County Public School System at once, indicating in his letter the specific regulation which required such alterations. Wake County Public School System reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
16. **AGENTS:** Bids signed by an Agent are to be accompanied by evidence of this authority.

17. **INSURANCE:** Before delivery of equipment, the contractor shall obtain from an insurance company duly authorized to do business in North Carolina, insurance as follows:

Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's a. Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

b. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

e. The successful bidder agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees.

18. **PATENTS:** The contractor shall hold and save the Wake County Public School System, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

19. **ADVERTISING:** In submitting his proposal, bidder agrees not to use the results therefrom as part of any commercial advertising without prior approval of the Wake County Public School System.

20. **LIST OF BIDDERS:** Prospective bidders may be included on or removed from bid lists after taking into consideration responsiveness as a bidder and other factors as listed in the North Carolina Administrative Code, Section 5B.0302.

21. **PATENT AND COPYRIGHT INDEMNITY:** VENDOR will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against customers in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following (1) that VENDOR shall be notified promptly in writing by Customer of any such claim; (2) that VENDOR shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with VENDOR in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the VENDOR or from the use or combination of products provided by the VENDOR with products provided by the Customer or by others; and (5) should such product(s) become, or in the VENDOR'S opinion likely to become, the subject of such claim of infringement, then Customer shall permit VENDOR, at VENDOR'S option and expense, either (a) to procure for Customer the right to continue using the product(s), or (b) replace or modify the same so that it becomes noninfringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the VENDOR for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

22. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to Wake County Public School System for the purpose set forth in this agreement. (NCGS 143-34.2)

23. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort. relating to the validity construction, interpretation and enforcement shall be determined.

24. **GOVERNING LAWS:** All contracts, transactions, agreements, etc. are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

25. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

26. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system

sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

27. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency’s internal auditors 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 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).