

**Memorandum from Purchasing Department**

***Letter of Instruction for RFP #251-25-84***

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

* **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror’s response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
* **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to**

**bids-mcalvert@wcpss.net****.**

* **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
* **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
* **Submit one (1) signed, original executed proposal responses and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.**
* **Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If the Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**

|  |  |
| --- | --- |
| Wake County Public School System Intranet | **Request for Proposal #251-25-84** |
| 1551 Rock Quarry Rd – Bldg. F | **DUE DATE: May 10, 2024 @ 2:00PM ET** |
| Raleigh, NC 27610 | Contract Type: **Agency Specific Term** |
| ***Refer ALL Inquiries to***: Marcella CalvertTelephone No: 919-588-3457 | Commodity: 962-24Courier/Delivery Services for Technology Services |
| E-Mail: bids-mcalvert@wcpss.net  | Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM      |

**NOTICE TO VENDORS**

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until **2:00 p.m.** 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.

Proposals submitted via facsimile (FAX) machine or email in response to this Request for Proposal will not be acceptable. Proposals are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

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

|  |  |
| --- | --- |
| VENDOR: | FEDERAL ID OR SOCIAL SECURITY NO. |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO(800) |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: | FAX NUMBER: |
| AUTHORIZED SIGNATURE: | DATE: | E-MAIL:  |

Offer valid for 60 days from date of proposal opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_\_\_ % \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days.

Submit **one (1) signed, original executed** proposal response, including all attachments, and one (1) electronic copy on a flash drive (emails will not be accepted) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If the Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

**MAILING INSTRUCTIONS:** Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

|  |
| --- |
| **DELIVER TO:**  |
| PROPOSAL NO. RFP 251-25-84 |
| Wake County Public School System |
| Purchasing Department, Building F |
| 1551 Rock Quarry Road |
| Raleigh, NC 27610 |

## RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | WCPSS | 4/29/2024 |
| Submit written questions tobids-mcalvert@wcpss.net (Reference RFP # in the subject line) | Vendor | 5/2/2024 by 2:00 pm ET |
| Provide Responses to Questions | WCPSS | 5/6/2024 by end-of-business |
| Submit Proposals | Vendor  | 5/10/2024 @ 2:00 PM ET |

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to bids-mcalvert@wcpss.net by the date and time specified above. Vendors should enter “RFP #251-25-84 Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

|  |  |
| --- | --- |
| **Reference** | **Vendor Question** |
| RFP Section, Page Number | Vendor question …? |

Questions received prior to the submission deadline date, WCPSS’ response and any additional terms deemed necessary by WCPSS will be posted in the form of an Addendum and shall become an Addendum to this IFB. No information, instruction, or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this IFB. **Addendums associated with the Request for Bid will be posted to the following links and it will be the vendor’s responsibility to adhere to and check these addendums prior to bid submittal:**

<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>

<https://evp.nc.gov/solicitations>

**PROPOSAL EVALUATION**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P.This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

* The submission of false or misleading information in the vendor’s proposal.
* Any efforts to dissuade or discourage other vendors from submitting proposals.
* Any efforts to influence, dictate, or change the terms of another vendor’s proposal.
* Any form of bid collusion or bid rigging.

## METHOD OF AWARD

**All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received**.

**Vendor(s) awarded a contract as a result of this RFP will be for an initial duration of twelve months, renewable for up to four additional one-year terms provided the vendor continues to offer qualified contract resources at competitive rates.**

***IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION***

***During the evaluation period—****from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1, 2, and 3.*

## PROJECT OBJECTIVES

The Wake County Public School System (WCPSS) Technology Services Department is seeking a service provider to pick up devices from 200+ sites in Wake County, NC on a weekly basis, refurbish devices, deliver collected devices to the Technology Warehouse on a custom schedule, pick up and deliver new and refurbished devices from the WCPSS Technology Warehouse to 200+ sites within Wake County, NC daily, and track and report on all devices through all services.

**BACKGROUND**

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 198 schools serving a student population of approximately 162,000. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

##  SCOPE OF WORK

WCPSS is seeking proposals for refurbishment services for Chromebooks and other laptops that have been used by students and/or staff. VENDOR will provide daily Delivery & Pickup Service for approximately 200 sites in Wake County, NC (including some non-school sites). The number and locations of sites visited each day will vary. The number of devices delivered and picked up each day will vary.

**Refurbishment Service**

WCPSS is seeking refurbishment services for Chromebooks and other laptops that have been used by students and/or staff. Devices will be delivered to the VENDOR’S refurbishment facility daily (located within Wake County, NC).

At present, refurbishment is limited to Chromebooks and other laptops.

Refurbishment includes testing, restoring, configuring, and cleaning:

* Fully test each device. VENDOR will provide an individual report of testing for each refurbished device. Devices with no visible damage or minor damage that does not affect functionality will be fully tested. Devices with damage that affects functionality (e.g., broken screens, liquid damage) do not need to be fully tested or refurbished (damage should be noted).
* Fully restore each device. VENDOR will reimage (required for laptops), power wash (for Chromebooks), and/or restore each device’s operating system (varies per device).
* Reconfigure each device. VENDOR will re-enroll, setup, name, join, and/or configure each device to WCPSS systems and networks.
* Clean each device. VENDOR will remove stickers, clean screens, keyboards, trackpads, and all surfaces with an appropriate solution. For devices with cases, cases will be cleaned to the extent possible and reinstalled on devices.

Exact models to be refurbished will be provided. Models subject to change.

A refurbished device that is returned to WCPSS should:

* Include information confirming the passing/failing of each test that was performed.
* Be fully configured for use on the WCPSS network.
* Be clean and have no more than typical wear and tear.
* Have the appropriate data recorded and provided to WCPSS.

NOTES:

* All devices will be sorted and placed in plastic totes on pallets and delivered to WCPSS (VENDOR will not dispose of devices) on an agreed-upon schedule.
* WCPSS expects refurbished devices to be clean but not necessarily free from evidence of normal wear and tear based on the age of the device, fully functioning as expected based on the age of the device, and properly recorded and categorized according to agreed-upon parameters (e.g. sorted by model, color, type, scanned into WCPSS’ inventory system, labeled as needed).
* WCPSS will request delivery of a quantity of devices on pallets, typically once per week.
* VENDOR shall keep accurate records of the status of all devices on hand and make this data available to WCPSS.
* WCPSS may request quotes from VENDOR to salvage and store or return parts from damaged devices, repair devices that do not pass testing, and/or perform warranty or ADP work on devices that are covered by warranty or ADP, if certified to do so. WCPSS understands that any work performed outside of warranty or ADP may incur additional costs.

Bid responses must include a description of the proposed refurbishment process, including what is tested on a typical Chromebook and Windows laptop, what data will be provided regarding testing and how it will be provided, and what tools, materials, and supplies will be used in the process.

**Delivery & Pickup Services**

VENDOR will provide daily Delivery & Pickup Service for approximately 200 sites in Wake County, NC (including some non-school sites). The number and locations of sites visited each day will vary. The number of devices delivered and picked up each day will vary.

Daily delivery will not exceed 600 devices and/or 100 sites in a single day. On average, VENDOR will visit 60-80 sites per day to deliver 100-200 devices and pick up 100-200 devices. Exact quantities will vary by day; average quantities will vary by month. NOTE: October-April are typically average or below average months; May-September are above average months.

VENDOR must provide an adequate number of drivers (with valid drivers’ licenses) and vehicles to complete the daily deliveries. A minimum of one delivery van/truck and driver and a maximum of four delivery vans/trucks and drivers is required. Four drivers/vehicles will be required most days.

WCPSS will provide a list of sites to VENDOR (by 3:00 PM each day) with a quantity and type of devices for each site for the following day. Devices will include Chromebooks and other laptops and (occasionally) other computer devices. Some sites will have no deliveries but will require a pickup only. For example:

|  |  |  |  |
| --- | --- | --- | --- |
| Site | Qty | Type | Notes |
| School B (address) | 8 | 6 Chromebooks, 2 Laptops | Include pickup |
| School D (address)  | 3 | 3 Chromebooks | Include pickup |
| School F (address) |  | Unknown | Pickup only |

VENDOR will determine routes, number of drivers/vehicles required, driver assignment, and delivery times to be made accessible to WCPSS by 7am the day of delivery.

VENDOR will sort and load devices for delivery daily between 6am and 8am at the WCPSS Technology Warehouse at 2445 Reliance Ave, Ste C, Apex, NC. VENDOR will deliver to and pick up from the designated sites between 7am and 2pm. VENDOR will return any and all devices collected at sites to VENDOR’S Refurbishment Center daily.

At each site visit, VENDOR is expected to:

* Park in the proper zone/area near the front of the building.
* Sign in at the main entrance of the building.
* Proceed directly to the area of delivery/pickup (inside building, will be provided, varies by site).
* Deliver devices for the site to the (green) bin.
* Pick up any devices available for pick up from the (red) bin.
* Scan and record each device delivered and each device picked up.
* Take a confirmation picture of delivered and picked up devices (bulk).
* Have an employee at the location sign for delivery and pickup confirmation.

VENDOR must provide access to data, including but not limited to:

* Projected routes for each day.
* A list of all items scanned by location, separated into deliveries and pickups.
* Digital images as confirmation of delivery and/or pickup.
* Digital images of signature confirmation.

VENDOR must communicate immediately:

* Any emergency situations or incidents that occur.
* Any events or incidents that prevent, significantly alter, or override expected deliveries or pick-ups.
* Any changes to personnel or other parameters outlined in this document.

The number of sites visited each week for deliveries will vary; some sites will receive multiple visits in a single week.

**Driver Expectations**

Drivers must be clearly and easily recognizable as the “Technology Courier” for WCPSS. Vendor-provided, branded shirts, hats, vests, name badges, and/or other attire must be worn by drivers. Vehicle branding is strongly recommended.

Drivers are representing WCPSS Technology Services as Technology Courier and must adhere to school and school district rules and expectations. This includes awareness of codes, emergency procedures, policies for guests on campus, and other policies.

Drivers are expected to be professional, presentable, polite, communicative, and respectful at all times.

NOTES:

* Chromebooks represent the majority of devices to be delivered and picked up.
* Large equipment is not included in the scope for daily deliveries and pickups.
* Expected numbers and types of devices to be picked up cannot be determined at this time. VENDOR should pick up from all sites visited. Some sites will have no devices for pickup.
* Devices to be delivered and picked up may include multiple components, such as paperwork and a charger. Deliveries will typically be packaged in a bag or box.
* WCPSS provides bins to each site for deliveries and pickups. At each site, there is a designated location for the red, yellow, and green bins. Deliveries are placed in the green bin; pickups are retrieved from the red bin.
* Pickups will typically be loose devices and in various conditions.
* Occasionally, WCPSS will require delivery of non-computer equipment (bins, cases, power adapters) during normal operations.
* Occasionally (typically once per year), WCPSS may request special, planned pickups of larger quantities of devices in bins or boxes (e.g., end-of-year pickups of devices on a custom schedule). These pickups will exceed quantities of the daily routes and may require different vehicles or multiple trips. WCPSS and VENDOR will agree upon a schedule in advance and additional fees that may apply, if any.

Bid responses must include a description of courier services proposed by VENDOR, including details about personnel, vehicles, tools, resources, hours, and other.

**Data Reporting**

WCPSS requires data on all devices in VENDOR’S possession be made available.

* A daily list of all devices picked up from sites daily (by site, identified by scannable asset tag).
* Confirmation of delivery of devices from the WCPSS Technology Warehouse to sites (sign off and picture confirmation).
* Status of all devices at refurbishment center.
* Test results for each individual device at refurbishment center (digital or hard copy).

Bid responses must include a description of data recording and reporting methods proposed by VENDOR.

**General Requirements & Expectations**

VENDOR will provide a single point of contact who can monitor and coordinate activity in real time.

VENDOR will provide all resources required to perform the scope of work outlined in this document, including but not limited to vehicles, fuel, staff, scanners, computers, mobile devices, GPS software, logistical software, cleaning supplies, tools, and/or tracking software. VENDOR will track data and provide to WCPSS as agreed.

WCPSS will provide devices for delivery and pickup, bins (plastic totes) for transporting devices and access to required data.

Communication is key. WCPSS expects excellent customer service, prompt responses during business hours, and open communication between WCPSS and VENDOR.

Bid responses must include acknowledgement of all general requirements and expectations.

**Pricing**

WCPSS prefers predictable, consistent pricing for all services rendered. WCPSS recognizes that the cost to provide services may vary. VENDOR is responsible for setting costs to cover small variances in operational expenses, quantities of devices refurbished, and quantity of sites visited. VENDOR is encouraged to set minimum and maximum charges based on the information in this document. When quoting cost, please briefly describe what is included.

WCPSS may choose separate VENDORS for Refurbishment Services and Delivery & Pickup Services based on price quotations. VENDORS may quote prices for one or both services individually or combined.

Bid responses must include costs for all services proposed, including any services not specifically requested in this RFP.

|  |  |
| --- | --- |
| Service | Cost per unit |
| Cost to provide up to four drivers with appropriate vehicles to visit up to 100 sites per day (approximately 25 per driver) and deliver/collect up to 600 devices daily (approximately 150 per driver) per requirements outlined above.  |  |
| Cost to accept, sort, scan, refurbish, and return Chromebooks and other laptops as described above.  |  |
| Other proposed service (please describe) |  |

**Additional Bid Response Requirements**

In addition to the requirements in each section, each response to this RFP must include:

* All required documentation and descriptions.
* A description of the company and experience, including similar projects, structure, and/or other details that would help WCPSS assess.
* A detailed description of each of the services offered, noting anything that is above the minimum requirements of this bid.
* A description of the VENDOR’S pricing (e.g., flat rate per month, per visit, per device, etc.) including services that are included in the price and any additional costs, discounts, or anticipated variances (if applicable).

**Qualifications**

* The VENDOR shall be licensed and approved to do business in the State of North Carolina.
* VENDOR Must provide references, preferably from similar school districts with similar projects.
* Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
* VENDOR must provide adequate staffing to carry out the tasks outlined in this document. Please include staffing information (contracted, full time, seasonal, etc.).
* VENDOR will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.

 (Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>

 (State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

 Vendor acknowledgement: Initial\_\_\_\_\_\_\_\_

**Evaluation**

The following is an example of the scoring method WCPSS will use to award the bid:

|  |  |  |
| --- | --- | --- |
| Area | Description | Points |
| Bid Document | Are all requirements met? Does VENDOR provide clear and helpful information? Is the bid organized in a clear manner? Are all expectations/requirements acknowledged? | 20 |
| References | Does VENDOR have appropriate references?  | 20 |
| Specifications | Does VENDOR provide a detailed description of all services offered? Do services offered meet WCPSS’s needs as described?  | 20 |
| Value | Does VENDOR provide services beyond WCPSS’s expectations as described in the bid?  | 15 |
| Price | Is the pricing clear and predictable? Does VENDOR provide an adequate description of pricing? Is the price reasonable? | 25 |

**DEADLINE FOR PROPOSAL SUBMITTAL**

Proposals are due no later than **May 10, 2024, at 2:00 pm ET.** Submitted proposals must include all specified attachments as well as Price Sheet in order to be valid. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

**Required Submittals**

The Vendor shall check off to make sure that all of the following information is submitted with proposal.

|  |  |
| --- | --- |
| **Included in Proposal Submittal** | **Section** |
|  | Signed Proposal (Page 2) |
|  | Company Profile (Attachment B) |
|  | HUB Form (Attachment C) |
|  | Relevant experience* Summary of comparable projects for large multi-location courier networks with reference contact information.
* Methodology for performing similar projects.
* Methodology for logistics application used for courier routing and tracking.
 |
|  | Fee proposal which includes the following:* Price Sheet (Submittal 1)
* Proof of liability and cyber security insurance coverage. If awarded contract, VENDOR will be expected to provide current certificate with Wake County Board of Education noted as additional insured with respect to General Liability and as a certificate holder.
 |

**TERMS AND CONDITIONS**

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 special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) 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.
∙ **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, and (3) 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. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. 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.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS 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 WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **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 school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. 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.
11. **ACCEPTANCE AND REJECTION:** WCPSS 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.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **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 WCPSS 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 WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS 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 WCPSS to be pertinent or peculiar to the purchase in question.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS 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. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS 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.
16. **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 WCPSS 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.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **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.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **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 WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS 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.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR’S SITE:** WCPSS 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 WCPSS 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.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment 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.
26. **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.
27. **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.
28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **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 purchasing department and solely as a convenience to the contractor, WCPSS may:
	1. Forward the contractor’s payment check directly to any person or entity designated by the contractor, andinclude any person or entity designatedby contractor as a joint payee on the contractor’s payment check.
	2. In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
30. **INSURANCE: Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS 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 WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. Provider agrees to maintain the appropriate insurance outlined in Exhibit B. Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
31. The successful vendor 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 vendor’s employees or agents.
32. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, 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 provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
33. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 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.
34. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
35. **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 WCPSS, 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:** WCPSS 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 WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS 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.
36. **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.
37. **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 check 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.
38. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
39. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
40. **COMPLIANCE WITH AFFORDABLE CARE ACT**: Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
41. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58.   Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
42. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina.  If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

**EXHIBIT: B**

**31. INSURANCE:**

1. **Commercial General Liability:** The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

* 1. General Aggregate $2,000,000
	2. Premises Operations $1,000,000
	3. Personal & Advertising Injury $1,000,000
	4. Medical Expense (any one person) $5,000
1. **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 $2,000,000; and $2,000 medical payments.
2. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.
	1. Part A: Worker’s Compensation Coverage – Statutory Limits as required by state of North Carolina Worker’s Compensation laws.
	2. Part B: Employer’s Liability:
	3. Bodily Injury by Accident: $500,000 each accident
	4. Bodily Injury by Disease: $500,000 each employee
	5. Bodily Injury by Disease: $500,000 Policy Limit
3. **Professional Liability Insurance (PL)/Errors and Omissions (E&O)** – Required for any services involving professional services such as architectural and or engineering services. May include malpractice insurance if medical or mental health services are provided. Minimum Limit requirements $1,000,000
4. **Sexual Misconduct Insurance (SML)/Sexual Abuse/Molestation** - Required for any provider services when alone with students. Covers allegations of sexual abuse by policyholder and those employed by them, whether founded or unfounded. Minimum Limit requirements 1,000,000.
5. **Cyber Liability:**  Required for any activity involving personal identifiable information or software applications. Minimum Limit requirements $1,000,000 up to $5,000,000.
6. Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
7. **Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS 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 WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability.

The successful vendor 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 vendor’s employees or agents.

**ATTACHMENT: A**

**ETHICS AND THE PURCHASING FUNCTION** *Policy Code:* **6401/9100**

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system’s purchasing activities. The Board’s purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system’s procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.

2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a “financial interest” means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code:* **6401/9100** a mutual fund or blind trust, where the individual or individual’s employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.

5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.

6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.

7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value ($50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of $100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system’s cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee’s own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

**ATTACHMENT: B**

**VENDOR INFORMATION SHEET**

Company Name (include dba): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Corporate Office Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wake County Office Address (if different from Corporate): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Web Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Length of time in business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of permanent employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if applicable) MC License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if applicable)

Insurance Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VENDOR is required to provide at least one and no more than three references demonstrating experience in providing services described in this RFQ/P. References must include date(s) of service and contact information.**

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

**ATTACHMENT: C**

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION**

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

□ Minority Owned Business

□ Woman Owned Business

□ Small Business Enterprise

\_\_\_\_ Yes, I certify that that my company has been certified by the North Carolina Department of Administration

 (HUB Office) as a Historically Underutilized Business.

\_\_\_\_ No, my company has not yet received HUB or MWBE certification but meet the above criteria.

\_\_\_\_ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_