

<p>Johnston County Public Schools</p> <p>Technology Services</p> <p>Refer ALL Inquiries to: Michelle Turnage</p> <p>Telephone No: (919) 205-9050 Ext. 7069</p> <p>E-Mail: MichelleTurnage@johnston.k12.nc.us</p>	<p>REQUEST FOR PROPOSALS NO. 200-ASSET-08082024-CR ASSET MANAGEMENT</p>
	<p>Award Notice will be given via email</p>
	<p>Contract Type: Leave Blank</p>
	<p>Commodity: Leave Blank</p>
	<p>Using Agency Name: Johnston County Public Schools</p>
<p>(Bids must be sent in via email to MichelleTurnage@johnston.k12.nc.us.)</p>	

BACKGROUND

Johnston County Public Schools (JCPS) Technology Services is seeking proposals for qualified vendors for an educational library and resource management system with warehouse capabilities. The desire is to have a single vendor for the purchase of software, data conversion services, installation, training, and ongoing annual technical support and maintenance of the solution.

NOTICE TO BIDDERS

All bids are required to be received by Johnston County Public Schools Technology Services by email. Send to Michelle Turnage, MichelleTurnage@johnston.k12.nc.us, no later than **8:00am on Thursday, August 8, 2024**. All replies must reference **RFP No. 200-ASSET-08082024-CR**

NOTE: The subject line must reference **RFP No. 200-ASSET-08082024-CR**, and bid must be in PDF Format. Please send a **Demo link** for the asset management system in the same response.

ANTICIPATED TIMETABLE

Event	Responsibility	Date & Time
Post RFP	JCPS	July 29, 2024
Submit Bids and DEMO Link via email to Michelle Turnage, MichelleTurnage@johnston.k12.nc.us	Vendor	by 8:00am August 8, 2024
Award Notice will be given via email	JCPS	When evaluations have been complete

* Historically Underutilized Businesses are encouraged to bid

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.

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable

BIDDER:		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			
HAS YOUR COMPANY BEEN DEBARRED, SUSPENDED EXCLUDED OR INELIGIBLE FROM DOING BUSINESS WITH EITHER THE STATE OR FEDERAL GOVERNMENT? YES _____ NO _____			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

TYPE OF SERVICES REQUESTED

Proposals are sought for a complete K–12 library and resource management solution including software, data conversion, installation, training, ongoing technical support, and maintenance. While quotations are sought for a complete solution, this RFP differentiates between those to be part of the base bid and those to be offered as options.

The proposed system(s) must include the following functionality for Library, Resource, and Warehouse Management:

Library Management Needs:

- Web-based system with an integrated eBook platform and mobile app functionality.
- School and District-level cataloging and circulation features, including offline abilities.
- Easy-to-use OPAC/search interface for both staff and students.
- Integration with third-party digital content.
- Single sign-on integration with third-party identity providers for authenticating users.
- Support for an unlimited number of patron types/categories and material types/categories.
- School and District-level reporting, including custom report building and real-time dashboards.
- Role-based security with customizable user access levels, user logins, and passwords.
- Inventory capabilities.
- Software as a Service (Vendor must host the system for the District).

Resource Management Needs:

- Web-based system with mobile application functionality.
- Support the management and tracking of an unlimited number of district technology and curriculum assets (including textbooks), from purchase through retirement and proper disposal.
- Provide access to status, condition and usage data helps improve equal access to materials and increase circulation of resources.
- Track the physical location of assets as well as their value (from original purchase price to replacement cost, to depreciated values).
- Assign specific assets to specific individuals or departments to ensure student and teacher accountability throughout the district.
- Create and save digital signature agreements for online approval of consent forms and other types of agreement documents.
- Mobile Device Management (MDM) integration.
- Help Desk integration via email.
- Searching and reporting, including customizable school and district-level reporting.
- Role-based security with customizable user access levels, user logins, and passwords to allow school-based staff and administrators to manage and assign roles for responsibility and accountability of school inventory management.
- Easy-to-use distribution and collection procedures ensure efficiency and reduce administration time spent tracking resources.
- Inventory and audit capabilities.
- Software as a Service (Vendor must host the system for the District).

Warehouse Management Needs:

- Web-based system with mobile application functionality.
- Single pane of glass for streamlined tracking, maintenance, and inventory of virtually any asset beyond the library to help in preventing that loss of resources.

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- District-level, District-wide dashboard view that provides the ability to efficiently plan resource expenditures while maintaining equitable access.
 - Automatic reporting and tracking of resource usage, allocation, and maintenance—which can be used for predicting allocation of funds.
 - Managing textbook circulation across the campus. Textbooks can be checked in and out in large amounts, eliminating some of the time spent on textbook allocation.
 - Assigning individuals as “owners” of specific resources like laptops, tablets, and other equipment when being used.
 - Tracking of student transportation vehicles and equipment. Vehicles can be allocated and managed.
 - Software as a Service (Vendor must host the system for the District).

The proposed system(s) should support the following District staff members and provide the following solutions to their management needs:

District Administrators and Facilities Management Staff

- Improved sharing of limited district resources reduces purchasing redundancies and optimizes utilization.
- Clear view of resource lifecycle issues so replacements can be planned and costs minimized.
- Help with minimizing excess stock and gaining control over replacement costs by managing inventory.
- Reduction of overall losses resulting in lower replacement costs, freeing critical budget dollars for other expenditures.
- The ability to efficiently plan resource expenditures while maintaining equitable access through a District-level, District-wide dashboard view.

School-Based Staff

- Administrators are empowered at each school in the district, assigning responsibility and accountability for school inventory management.
- Access to status, condition and usage data helps improve equal access to materials and increase circulation of resources.
- Student and teacher accountability is encouraged through resource assignment and tracking.
- Easy-to-use distribution and collection procedures ensure efficiency and reduce administration time spent tracking resources.

School Business Officials and Financial Staff

- The ability to customize browser-based reports to help business and financial staff to easily fulfill state, district, and federal requirements.
- Expedites the reporting process for audits and special funding.
- Simplifies K–12 school inventory processes to free staff time and budget dollars for more important initiatives.

Technology Staff

- Eliminates the need for additional software investments and improves overall staff utilization.
- Reliable, proven technology includes centralized, browser-based functionality and an industry-standard database (SQL Server), with secure (HTTPS) access provided within a wide area network or via the internet.
- Browser-based access reduces support requirements and streamlines the software update process.
- Eliminates the need for multiple workstation applications through centralized installation, and seamlessly integrates with other solution modules.
- All solution modules include both email and telephone support for technical questions, ensuring reliable service is available when staff need it.

Customer Success Team

Included in the contact is overall support for Johnston County Public Schools is a Customer Success Manager who is partnered with the district. Support provided is a premium service for no additional cost, with a dedicated “Customer Success Manager” who serves as a strategic point of contact between the district and Vendor. The Customer Success Team builds a trusted partnership with customers by:

- Evaluating customer needs and processes
- Educating customers in their comprehensive use of Asset Management
- Empowering customers
- Promoting continuous customer satisfaction

Technical Requirements

Vendors must respond to every requirement contained in the **Technical Requirements**. Vendor’s responses must be in the same order in which points appear in this RFP.

Support and Services

- Describe the implementation process, outlining all steps of the project. The project should include the following critical services:
 - Project management services to support district staff in implementation.
 - Data conversion from Johnston County Public Schools.
 - Installation of educational library and resource management system software, data loading, and application configuration.
 - Functional and technical training for staff members.
- Provide a proposed project timeline.
- List the project team members who will be working with the District, as well as their experience and qualifications.
- Describe ongoing customer support and maintenance, including.
 - The vendor must provide ongoing access to U.S.-based technical support and maintenance of the software is available from the vendor on an annually renewable contract basis.
 - Technical support is available Monday through Friday during normal business hours from a U.S.-based service professional
 - Technical support requests must be accepted via: toll-free phone number, email, and 24-hour voicemail service.
 - The vendor must provide access to a vendor sponsored website that provides online discussion groups and product support resources.

Technical specifications

Vendors must state all technical specifications to ensure it meets JCPS needs.

Pricing

Pricing must be valid for 60 days. Pricing must include the total annual cost of a three year contract with 2 optional additional years of renewal.

Guarantees and Warranties

All guarantees and warranties should be stated in writing and submitted as part of the proposal.

Technical Requirements

Vendors must respond to every requirement provided in the table below using the following criteria:

Y = YES. Feature, function, product, or service is available as requested and is fully operational using the version proposed at one or more districts.

D = IN DEVELOPMENT. Feature, function, product, or service is under active development and operating in a demonstrable test environment.

N = NO. Feature, function, product, or service is not available nor in development.

For any specifications to which the vendor answers other than YES, vendor must describe:

- a) The feature, function, product, or service being planned or developed, indicating the date after which the function and feature will be available in general release and operation in the system proposed.
- b) Whether the district will incur any added cost for the feature, function, product, or service once it becomes available, either as a direct cost of the feature, function, product, or service, or because the feature, function, product, or service will require replacement of or addition to hardware or software originally proposed for initial installation.

Any such exception taken to any specification must be stated immediately following the specification in question. Vendors are advised that the district is interested in receiving proposals from vendors who can offer educational library and resource management systems already in use by an installed customer base; any proposals for systems in an Alpha or Beta phase of development will not be considered. The district reserves the right to evaluate all proposals solely on the basis of currently existing features, functions, products, or services meeting the specifications as stated.

Library Management

	Requirement	Vendor Response (Y / D / N)
	Technology	
1.	All functionality of the system must be accessible from any workstation on the district's wide area network with a standard web browser (Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Edge). No local applications are required to be installed on the workstation.	
2.	The system must support SSO configurations with Google, Microsoft Azure Active Directory, Clever, LTI or SAML identity providers to authenticate users into the system without requiring a separate system password.	

	Requirement	Vendor Response (Y / D / N)
3.	The system must support integration with Microsoft Active Directory, and Apple Open Directory using LDAP.	
4.	System and application data must be stored on Windows Server 2016 and within SQL Server 2016.	
5.	The system must allow users to be configured with access to district or school functions. District staff user accounts must be able to access multiple schools (and easily switch between schools without requiring logout/login).	
6.	The system must comply with Z39.50 Client and Server.	
7.	The system must support Schools Interoperability Framework standards for loading student and schedule data.	
8.	The system must provide an online help function that users can access without losing their place in the feature being used.	
9.	The system must provide a common user interface across all functions.	
10.	The system must allow printing of information displayed in the interface from any function within the system (without requiring copy/paste operations).	
Integration		
1.	The system must support integration with the vendor's library content e-Commerce system for easy loading of catalog data for new material purchases and collection analysis.	
2.	The system must include support for an automated integration with student information systems (SIS), using a standard CSV file exported from the SIS. This integration must support matching on the patron's library, or other district-defined, patron identifier field.	
3.	The system must support integration with learning management systems via LTI standard to ensure library resources can be accessed from the LMS.	
4.	The system must be able to interface with third-party payment systems via an XML file or API for the third party to import. Payments received in the third-party system can be passed into the system via an XML file or API linking to the specific fine by the assigned identification number	
Administration/Management		

BIDDER:

	Requirement	Vendor Response (Y / D / N)
1.	The system must support adding new patrons, deleting/deactivating existing patrons, updating existing patrons, and transferring patrons from one school in the district to another via SIS. When a student is transferred, all outstanding circulation transactions and statistics history are maintained with the patron.	
2.	The system must allow checkout/overdue materials and unpaid fine notices and reports to be emailed to patrons.	
3.	The support must support role-based security that allows staff with the appropriate permissions to customize user access levels, permissions, user logins, and passwords. District staff user accounts must be able to access multiple schools (and allow those users to easily switch between schools without requiring logout/login).	
4.	The system must provide an interface that is configurable at the school-level to include the district or school logo, library/media center information, links to resources, and messages to users.	
5.	The system must allow batch updating of patrons by uploading a file of patron barcodes.	
6.	The system must allow automatic assignment of a patron barcode when a student is transferred and no district-wide student barcoding system is used.	
7.	The system must allow each school to maintain a calendar that identifies closed days or a common district calendar to be pushed down to all schools in the district.	
8.	The system must provide the District with the ability to configure specific site OPAC interface based on the need of that site.	
9.	The system must allow the administrator to configure the hours and days as well as the tasks they want to limit to prevent lengthy tasks from running during certain timeframes.	
	Circulation	
1.	The system must be able to circulate a variety of library materials and process check-out and check-in transactions of those items.	
2.	The system must provide staff with notification of automatic blocks in circulation for conditions (i.e., overdue materials, outstanding fines, hold materials are ready, etc.)	
3.	The system must include support for barcode scanners and handheld devices for scanning barcode labels affixed to patron cards and library materials.	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
4.	The system must allow capture of circulation transactions offline via handheld device or scanner, and allow loading of these transactions when the system becomes available again.	
5.	The system must allow patrons from other schools to place holds/reserves and check out items (with review and approval by staff) to support interlibrary loans within the district.	
6.	The system must allow staff to set up library policies, place blocks, and determine loan periods. Authorized staff can also then override those controls. It must also permit staff to easily view if the patron is in violation of any configured library policies.	
7.	The system must allow printing and emailing of checked-out and checked-in receipts.	
8.	The system must be able to provide historical circulation statistics based on years, months, days and hours.	
9.	The system must accommodate an unlimited number of patron types/categories and material types/categories for defining loan policies.	
10.	The system must enable authorized staff to accept fine payments, globally delete/excuse fines or refunds, and include one general note with the fine (such as when a fine is waived).	
11.	The system must be able to automatically assess overdue fines for materials that are checked in after their due date, and also accommodate variations in the amount of fines assessed daily, grace periods, and maximum fine amount for overdue items.	
12.	The system must permit staff to easily determine the current circulation status of any item (whether any particular title is currently in circulation and when it is, or was, due back, if the item is marked as lost) from directly within the circulation functions.	
13.	The system must allow library staff to display patrons, identified by name and picture, by a homeroom for easier checkout of materials.	
14.	The system must provide access to patron records by barcode number, any portion of the patron's name (first, last, middle and nickname), grade level, homeroom and other user-defined patron fields, in circulation functions.	
Cataloging		
1.	The system must provide school-level and district level cataloging of reading program information, MARC bibliographic data, authority data, and holdings data including support for RDA.	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
2.	The system must maintain copy/item information, including: call number, acquisition date, barcode, copy price, circulation type, user-defined copy categories, copy notes, up to three description/enumeration fields, copy number, sublocation, vendor, and funding source.	
3.	The system must provide access to a Vendor-supplied and maintained MARC record database that can be searched by authorized staff via Z39.50 to locate and either add or reconcile MARC records from directly within cataloging functions.	
4.	The system must allow users to choose to reconcile a select number of library records or all library records against a vendor-supplied database of MARC records, and also allow users to view records that have not been updated while reconciling.	
5.	The system must provide support for holdings and patron barcodes with overlapping ranges across the district, and varying formats/lengths and symbologies within each school.	
6.	The system must support the entry and maintenance of cataloging information via a full MARC editor or via an easy editor tool for staff that do not have detailed knowledge the MARC authority format.	
7.	The system must allow users to add, edit, and delete tags and subfields when editing a MARC record.	
8.	The system must include MARC templates containing required and recommended tags/subfields for several different types of material.	
9.	The system must allow users to assign copy-level categories by scanning items individually, or by assigning the category to groups of items from a selected list, from barcodes scanned into a text file or the handheld device.	
10.	The system must allow integration with OverDrive and MackinVIA MARC records, to automatically download and remove MARC record information. (This must apply to both district and site-level collections.)	
11.	When a material is deleted or weeded, the system must give the ability for librarians to define how and why it was removed.	
12.	The system must provide the ability to give a title a classification to allow certain groups to see specific pieces of material.	
Searching/OPAC		
1.	The system must allow for searching of materials by LCCN, ISBN, ISSN, control number, call number, barcode number, and user-defined copy-level categories.	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
2.	The system must provide searching functions, including: cross-references; genre-based visual search; keyword searching, Accelerated Reader, Reading Counts reading program, Lexile and Fountas & Pinnell searching; material type and publication date limiters; and browsing of standard bibliographic headings.	
3.	The system must suggest an alternative search if the keyword search typed in results in no hits.	
4.	The system must allow searching to be filtered by circulation type and call number ranges.	
5.	The system must provide an optimized interface for easy student searching of library materials, including configuration options for K-5 users and different themes designed for different levels (Elementary, Middle School, and High School students).	
6.	The system must provide a search interface that is able to display book covers, table of contents, book reviews, and summaries/tables of contents for titles.	
7.	The system must allow users to configure the basic search options that are available and the order in which they will appear.	
8.	The system must allow library staff to customize the search interface at the school level to highlight recently added books, eBooks, interactive eBooks, curated lists of resources, links to external databases/websites, and popular titles.	
9.	The system must allow users to submit a single search expression and retrieve matches from the library collection and other paid or free subscription online databases available in the library.	
10.	The system must provide links to K-12 approved websites directly from within the searching interface, using keyword searches. Links must also be available via browsing and must be organizable by subject heading.	
11.	The system must provide widgets to promote access to library resources from district or school webpages, by either a direct link to the catalog or a search widget that initiates a search and link to results.	
eBooks/Digital Content		
1.	The system must offer an integrated eBook platform to allow a user to search for eBooks, read the entire resource or download the resource to be read offline, and add/retain notes, highlighting, and bookmarks without having to log in more than one time.	
2.	The system must support integration with OverDrive, Mackin, and Baker and Taylor so that users who are logged into the library system do not have enter another username/password to access eBook content from those vendors.	

	Requirement	Vendor Response (Y / D / N)
3.	The system must include a district-level import function that supports loading eBook MARC records with functionality to define which schools should have access to the eBooks.	
4.	The system must enable the district to control which sites have access to a specific multiple collection licensed eBook titles by associating to the title to those sites.	
5.	The system must provide statistics by user type, usage statistics for the configured, subscription-based databases.	
Mobile Access		
1.	The system must allow library staff to access circulation tasks via any mobile device (iOS and Android operating systems), including circulating library materials, checking a patron's status, and checking the status of a copy.	
2.	The system must allow patrons to remotely browse the library catalog, place items on hold, save books to their Favorites and personalized lists, view their account information, and write reviews using mobile devices such as Android or iOS mobile devices.	
Reporting		
1.	The system must provide school and district-level reporting of all outstanding fines as well as outstanding checkouts and/or overdue items, with various limiting parameters (i.e., checkouts due within a specific date range, checkouts/overdues for selected patron types, checkouts/overdues for selected material types, etc.).	
2.	The system must provide school and district-level reporting of various circulation statistics.	
3.	The system must support the emailing of overdue notices to be emailed with an option of up to five different email addresses.	
4.	The system must provide customizable reports that can be edited, modified, sorted, and filtered. The reports an also be exported/imported to any site in the district or as a district-level report.	
5.	The system must provide for reports in XML, Excel and PDF formats.	
6.	The system must be able to produce a variety of School and District-level usage reports grouped by each Dewey range (000-999, including each 100's, 10's and 1 level) and/or call number prefix.	
7.	The system must provide school and district-level dashboards that are updated in real-time with current, relevant statistics.	

	Requirement	Vendor Response (Y / D / N)
8.	The system must provide District level collection analysis of the catalog and provide break out of collection by relevant areas.	
	Inventory	
1.	The system must provide the ability to perform remote inventory with handheld device or scanner.	
2.	The system must allow multiple inventories to be conducted at the same time.	
3.	The system must be capable of running a full or partial (based on a call number range, sub-location, genre, and/or circulation type) inventory of the library without impacting the ability to circulate items.	
4.	The system must be able to process barcode scans for inventory by the following methods: scanning directly into the inventory interface, from a text file containing a list of barcodes, or from a mobile or hand-held device used to scan barcodes remotely at the shelves.	
5.	The system must be able to produce a listing of all items marked as "not accounted for" or "lost" during the inventory.	
6.	The system must enable System Administrators to review the list of "unaccounted for items" and indicate directly in the system that the item has been found or the item should be marked as lost.	
7.	The system must enable System Administrators to review items marked as "lost" and allow them to mark the item as "found" or delete the item directly in the system.	
8.	The system must be able to automatically identify items in circulation (existing checkouts) as accounted for during an inventory.	
9.	The system must be able to automatically check-in items (existing checkouts), using normal check-in processing, when they are scanned during an inventory.	
	Collections/Lists	
1.	The system must include a resource-sharing tool that allows patrons to curate, save, and share collections of resources (including web pages) to Google Classroom, Microsoft OneDrive, and LMS systems. The collections should be able to be kept private, shared across the school, across the district, and/or shared to the public (if desired).	
2.	The system must include a profile for each user in the resource-sharing tool, which allows upload of avatars by students, and real images by staff and administrators.	
3.	The system must allow authorized users to create multiple lists and make the lists public for other users.	

	Requirement	Vendor Response (Y / D / N)
4.	The system must allow library resources added by staff to the collection to be organized around a theme, concept, or standard.	
5.	The system must allow authorized users to make global updates, share ownership, copy existing lists, delete resources from a list, move or copy resources between lists, and email lists of library resources to others.	
6.	The system must allow users to access multiple resource lists from a mobile application.	
7.	The system must allow documents, library resources, and web resources to be added to a curated collection, and be searchable from the main system search function.	
Patron Networking/Student Engagement		
1.	The system must support an online reading community for elementary/middle school grade levels, which allows patrons to their own reading lists, set their own goals and milestones, create ratings/reviews (with our without comments) and recommendations,	
2.	The system must allow library staff to approve review comments before they are posted to the OPAC.	
3.	The system must allow the patron to narrow their search results by the review rating.	
4.	The system must allow library staff to report on various aspects of reviews that have been added by patrons.	
5.	The system must provide student and teacher patron empowerment functions (including review of current outstanding transactions, maintenance of personal booklist, generation of bibliographies, renew, submit hold/reserve requests).	
6.	The system must allow patrons to request more for copies of an existing title, or new titles to be added to the collection.	
7.	The system must allow for posting content directly to Facebook and X (formerly known as Twitter).	
8.	The system must provide Recommendation to students based on your current catalog and on last circulated material.	

Resource Management

	Requirement	Vendor Response (Y / D / N)
Technology		
1.	All functionality of the system must be accessible from any workstation on the district's wide area network with a standard web browser (Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge). No local applications are required to be installed on the workstation.	
2.	The system must support SSO configurations with Google, Microsoft Azure Active Directory, Clever, LTI or SAML identity providers to authenticate users into the system without requiring a separate system password.	
3.	The system must support Schools Interoperability Framework standards for loading student and schedule data.	
4.	The system must provide a common user interface across all functions.	
Integration		
1.	The system must be able to interface with third-party payment systems via file-based data exchange or APIs.	
2.	The system must provide complete library management integration, which includes sharing of patron/user data, ability to switch between library functions seamlessly and with combined reporting capabilities.	
3.	The system must support API based integration with the Google Workspace, Jamf Pro, and Microsoft Intune MDM systems.	
4.	The system must support both on-demand and automatic data sync from MDM to the resource management system.	
5.	The system must include support for an automated interface with student information systems (SIS), using a standard CSV file exported from the SIS.	
Administration/Management		
1.	The system must provide the ability to configure unlimited access levels (security rights), and specify what functionality is available to an individual user.	
2.	The system must allow authenticated school staff users to be configured to access multiple schools (including support for easily switching between schools without requiring logout/login).	

	Requirement	Vendor Response (Y / D / N)
3.	The system must provide the ability to have multiple groups assigned to a single access level so that users can have different access rights to different assets.	
4.	The system must provide the ability to limit access to certain assets based on groups that can be set up for different users.	
5.	The system must provide a mechanism to create and save digital signature agreements for online approval of consent forms and other types of agreement documents.	
6.	The system must allow parents or responsible parties to review and sign agreements online.	
7.	The system must allow staff to save and search for signed agreements, check for signed agreements at the time of checkout and block the checkout if a signed agreement does not exist, and also override a checkout block.	
8.	The system must allow the System Administrator to post a message to all users.	
9.	The system must allow the System Administrator to configure the hours and days as well as the tasks they want to limit to prevent lengthy tasks from running during certain timeframes.	
10.	The system must allow printing of information displayed in the interface from any function within the system (without requiring copy/paste operations).	
Circulation		
1.	The system must include the ability for site staff to transfer and track assets, currently in the database or "On Order" to another site within a district, or between sites within a district.	
2.	The system must allow assets to be managed individually or as part of a container, for example a cart of computer tablets can be circulated as one item.	
3.	The system must allow for searching of Patron's barcode, ID number, any portion of the patron's name (first, last, middle and nickname), grade level, homeroom and up to five user-defined patron fields to select the patron	
4.	The system must include the ability to circulate items to patrons from other schools in the district, if desired, to support asset sharing within the district.	
5.	The system must display barcode, serial number, status, condition and home location of all assets associated to an asset record.	
6.	The system must include the ability to enter an item barcode using a scanner or keyboard.	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
7.	The system must permit staff to easily view if the patron is in violation of any configured asset policies, the patron's outstanding transactions, the patron's school and personal demographic information, and a picture of the patron.	
8.	The system must allow uploading of offline circulation transactions.	
9.	The system must allow staff to specify a timeframe after which the status of an overdue item will be changed to a lost status (and if a fine should be assessed).	
10.	The system must offer asset checkout to patron, location, department, teacher, and/or by class schedule with the ability to select due date.	
11.	The system must display selected item check-out information including asset name, item barcode, check-out date, due date, patron name, patron type, and patron barcode	
12.	The system must provide the most commonly performed textbook distribution and collection tasks at one screen, including the following: Check Out, Check In, Fines, Renewals, Item Copy Status, Lost Item Copies, and Offline Circulations.	
13.	The system must provide for checkout and check-in receipts (via print or email)	
14.	The system must allow work tickets to be created for assets needing repair or maintenance.	
15.	The system must include the ability to add, edit, or delete asset loan periods that include a description and desired loan period (specific or fixed date, a certain number of days, or unlimited).	
16.	The system must support the ability to maintain collections of shared assets at one or more central sites for the purpose of supporting advance booking by staff at the schools.	
17.	The system must include the ability to keep track of digital licenses purchased.	
18.	The system must support circulation of non-barcoded assets, like consumables.	
Fines/Fee Management		
1.	The system must include the ability to display fine information including title, barcode and amount of fine for each fine associated with a specific patron.	
2.	The system must allow the user to add a fine by entering the patron (by barcode or name) and creating a new fine for a specific asset based on barcode, fine type, title, fine amount, amount paid, amount waived, and amount due.	

	Requirement	Vendor Response (Y / D / N)
3.	The system must allow users to create fines for various user-defined reasons (such as copier fee) where the fine is not associated with a specific title/copy.	
4.	The system must include one general note per fine in the add/edit fine screen, supporting the need to track additional information associated with a fine.	
5.	The system must accept fine/fee payment and waived fine/fee data through automation.	
6.	The system must allow information on outstanding fines to be exported from the system using automation.	
7.	The system must support the ability to provide fine/fee payment or refund receipts to patrons (via print or email).	
8.	The system must include the ability to globally excuse fines/refunds based on asset type, value range, creation date range, for specific grade levels, or graduation years.	
9.	The system must allow defining a district fee and assigning the fee to patrons based on patron type.	
	Cataloging/Record Management	
1.	The system must allow for individual, subset, batch, or global updates and deletes for any asset.	
2.	The system must allow for components to be added to an asset, for example an A/C adaptor, USB cable and/or case to a laptop.	
3.	The system must allow the cataloger to locate asset records added by other schools as part of adding an asset to keep the number of duplicate records in the system at a minimum.	
4.	The system must support a central cataloging model where the district's authorized users can maintain asset and item information for each school from a single log-in.	
5.	The system must provide easy cataloging of textbook information including title description, authors, edition, copyright, ISBN (10-digit and 13-digit), material type, instructional classification type, subject, budget category, course ID, grade level (from/to), publisher name and catalog number, vendor name and catalog number, replacement price, title note and a searchable user-defined field.	
6.	The system must include the ability to import asset record data from a CSV or XLS file.	
7.	The system must support the retention of historical records of asset use, and limit the display of individual patron use information to protect the privacy of patrons.	
8.	The system must retain history after deleting item or patron information.	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
9.	The system must allow patron records to be converted and imported into the system using standard comma-delimited files at the individual school level or at the district level.	
10.	The system must include the ability to easily view, in the check-out function, all related patron information including the patron's outstanding transactions, the patron's site location and personal demographic information, notes, and a picture of the patron.	
11.	The system must be able to report errors and warnings when importing patron records, and allow direct access to the editing function for records with warnings.	
12.	The system must support resource templates for an unlimited number of asset types, and include a default template that includes all system and required fields for both assets and associated items.	
13.	The system must include the ability to add an unlimited number of asset-specific and description fields.	
14.	The system must support the hierarchical organization of assets into groups and subgroups that reflects in data entry, searching, and reporting functionality.	
15.	The system must support asset-specific fields in resource templates, such as the barcode number, status, condition, home location, custodian, department, funding source, district identifier, purchase price, date acquired, purchase order, serial number, salvage value, and projected life.	
16.	The system must support description fields in the resource template that include the name of the asset, the manufacturer, model number, replacement price, and instructional classification.	
17.	The system must allow users to create their own custom fields in the template and be able to produce reports using the data contained in the field.	
18.	The system must include the ability to track software licenses, and the computers/other assets the licenses are assigned to.	
	Barcodes and Patron IDs	
1.	The system must provide the ability to print both used and unused patron barcodes, as well as the ability to print a range of unused patron barcodes that can fill in gaps in the assigned barcode range.	
2.	The system must provide ability to print patron ID cards and patron barcode labels with or without an eye-readable barcode number.	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
3.	The system must provide ability to include patron picture, barcode for scanning and up to three additional fields from the following: card expiration date, district identification number, grade level, homeroom, graduation year, or any of five user-defined fields.	
4.	The system must include the ability to use wireless barcode scanner or RFID UHF technology.	
5.	The system must include the ability to transfer an asset by scanning the barcode.	
6.	The system must support warehouse operations from schools using barcodes, quantities, or both.	
7.	The system must include the ability to support multiple barcode symbologies up to 50 characters in length for items, the first 14 characters of a barcode will be displayed. Locations and patrons have a maximum length of 14 characters. Barcode configuration must include barcode length and fixed characters.	
Searching		
1.	The system must have the ability to search by and/or limit a search by home location, department, custodian, funding source, purchase price, date acquired, historical data, and user-defined data.	
2.	The system must be able to specify a textbook search and perform search by title, author, ISBN (10-digit and 13-digit), instructional classification, subject, budget category, publisher name, vendor name, state, or textbook ID.	
3.	The system must allow users to search for items within their school, across all schools in the district, or in selected groups of schools.	
4.	The system must display the following information for each asset in the search functions for items held by other schools: asset name, barcode, circulation status/availability, condition, and school.	
5.	The system must allow for searching for assets or items at a school or across the school district.	
6.	The system must allow for searching of assets in a shared district collection (for advance booking).	
7.	The system must allow variations in punctuation, capitalization, use of diacritics, and spacing so that search entry does not impede searching.	
8.	The system must show the availability status of the asset requested in the search screen.	
Mobile Access		
1.	The system must include a free mobile application that provides access to resource management functions and is compatible with iOS and Android devices.	

	Requirement	Vendor Response (Y / D / N)
2.	The system must support barcode scanning with mobile device camera.	
3.	The system must provide asset circulation check-in and checkout functionality.	
4.	The system must provide the capability to check patron status and asset status, add new items to inventory, conduct an asset inventory, and complete asset transfers and warehouse orders with eSignatures.	
5.	The system must provide the capability to work offline when a network connection is not available.	
	Reporting	
1.	The system must allow a user to view the available item statistics for a specific asset. The statistics must include a count for the total items, the number out, available, or lost.	
2.	The system must provide district-wide and school-level reporting – including summary reports as well as detailed reports. The system must provide for reports in Excel, XML, and PDF formats.	
3.	The system must provide the ability to have a dashboard/graphical view of many of the commonly run reports.	
4.	The system must allow users to produce custom reports using leading report writer applications and applications that support ODBC access to SQL Server databases.	
5.	The system must include the ability to save report settings and define “favorite” reports for easy access, edit and delete saved reports.	
6.	The system must provide the current collection value of assets or displays the depreciated value of items for a specified fiscal year and total depreciation to date	
7.	The system must provide a report that displays the value of items in a district, a specific site type, or an individual site.	
8.	The system must provide a report about the status of items in the collection.	
9.	The system must provide the ability to report on materials checked out or overdue.	
10.	The system must provide the ability to report on materials checked in including the following options: only check-ins from today, only check-ins from a specified number of days ago, and only check-ins from a specified date range.	
	Inventory and Audit	

BIDDER:

	Requirement	Vendor Response (Y / D / N)
1.	The system must include audit logs, documenting specific changes made to, or related to, each asset. It must also keep audit logs in the system indefinitely.	
2.	The system must allow multiple inventories to be conducted at the same time.	
3.	The system must include the ability for authorized users to approve assets for disposal.	
4.	The system must allow for full or partial (limited by home location, custodian, department, asset type or purchase price) inventories by home location, custodian or department.	
5.	The system must include the ability to process barcode scans for inventory by the following methods: scanning or typing barcodes directly, from a text file containing a list of barcodes, from a wireless hand-held device, or entering a quantity for unbarcoded items.	

Warehouse Management

	Requirement	Vendor Response (Y / D / N)
	Tracking, Maintenance, and Inventory	
1.	The system must allow work tickets to be created for assets needing repair or maintenance.	
2.	The system must allow multiple inventories to be conducted at the same time.	
3.	The system must allow for full or partial (limited by home location, custodian, department, asset type or purchase price) inventories by home location, custodian or department.	
4.	The system must include the ability to process barcode scans for inventory by the following methods: scanning or typing barcodes directly, from a text file containing a list of barcodes, from a wireless hand-held device, or entering a quantity for unbarcoded items.	
5.	The system must display barcode, serial number, status, condition and home location of all assets associated to an asset record.	
6.	The system must include the ability for authorized users to approve assets for disposal.	
7.	The system must include the ability for site staff to transfer and track assets, currently in the database or "On Order" to another site within a district, or between sites within a district.	
8.	The system must allow assets to be managed individually or as part of a container, for example a cart of computer tablets can be circulated as one item.	
9.	The system must include the ability to circulate items to patrons from other schools in the district, if desired, to support asset sharing within the district.	
10.	The system must support warehouse operations from schools using barcodes, quantities, or both.	
11.	The system must allow tracking of student transportation vehicles and equipment. Vehicles can be allocated and managed.	
	Dashboards and Reporting (Site and District Level)	
1.	The system must allow a user to view the available item statistics for a specific asset. The statistics must include a count for the total items, the number out, available, or lost.	
2.	The system must provide the ability to have a dashboard/graphical view of many of the commonly run reports.	

	Requirement	Vendor Response (Y / D / N)
3.	The system must provide school and district-level reporting of various resource statistics.	
4.	The system must be able to produce a variety of School and District-level usage reports.	
5.	The system must allow users to produce custom reports.	
Textbook Circulation		
1.	The system must provide the most commonly performed textbook distribution and collection tasks at one screen, including the following: Check Out, Check In, Fines, Renewals, Item Copy Status, Lost Item Copies, and Offline Circulations.	
2.	The system must be able to specify a textbook search and perform search by title, author, ISBN (10-digit and 13-digit), instructional classification, subject, budget category, publisher name, vendor name, state, or textbook ID.	
Access Levels and Resource Assignment/Checkout		
1.	The support must support role-based security that allows staff with the appropriate permissions to customize user access levels, permissions, user logins, and passwords. District staff user accounts must be able to access multiple schools (and allow those users to easily switch between schools without requiring logout/login).	
2.	The system must provide the ability to have multiple groups assigned to a single access level so that users can have different access rights to different assets.	
3.	The system must provide the ability to limit access to certain assets based on groups that can be set up for different users.	
4.	The system must offer asset checkout to patron, location, department, teacher, and/or by class schedule with the ability to select due date.	
5.	The system must provide for checkout and check-in receipts (via print or email).	

Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.

Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.

Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

JCPS will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

PLEASE PROVIDE COMPLETE DESCRIPTIONS OF SERVICES AND TECHNICAL SPECIFICATIONS TO ENSURE IT ALIGNS WITH JCPS NEEDS. JOHNSTON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO DETERMINE IF BIDDER'S OFFER IS ACCEPTABLE.

ALL SHIPPING CHARGES, DELIVER CHARGES, SALES TAX OR ANY OTHER FEES MUST BE INCLUDED IN BID PRICE. IT IS UNDERSTOOD THAT THE PRICES QUOTED HEREIN THAT DO NOT EXPLICITLY STATE ANY OF THE ABOVE IS THE BIDDERS FULL AND COMPLETE RESPONSE TO THIS REQUEST FOR PROPOSALS AND WILL BE BOUND BY PRICE QUOTED.

JOHNSTON COUNTY PUBLIC SCHOOLS WILL NOT BE RESPONSIBLE FOR ADDITIONAL CHARGES NOT STATED IN QUOTE PROVIDED IN RESPONSE TO THIS REQUEST FOR PROPOSALS.

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.
663059712. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Request for Proposal, the specifications. Johnston County Public Schools ("JCPS") 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.
663059713. **DEFINITIONS:**
- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Proposal.
 - **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.
663059714. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
663059715. **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.
663059716. **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.
663059717. **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.**
663059718. **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 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.
663059719. **RECYCLING AND SOURCE REDUCTION:** It is the policy of JCPS 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 JCPS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
663059720. **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 JCPS 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.
663059721. **ACCEPTANCE AND REJECTION:** JCPS 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.
663059722. **REFERENCES:** JCPS reserves the right to require a list of users of the exact item offered. JCPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
663059723. **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 JCPS 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 JCPS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by JCPS or the bidder, JCPS reserves the right to accept any item or group of items on a multi-item bid. JCPS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, JCPS 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 JCPS to be pertinent or peculiar to the purchase in question.

663059724. **HISTORICALLY UNDERUTILIZED BUSINESSES:** JCPS 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.
663059725. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, JCPS 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.
663059726. **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 JCPS 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.
663059727. **AWARD PROCEDURES:** Contract award notice shall be posted on JCPS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
663059728. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Johnston County Public Schools Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to JCPS. Unless formally waived by JCPS, the existence of a family relationship covered by this Contract is grounds for immediate termination by JCPS without further financial liability to the Bidder.
663059729. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, JCPS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. JCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to JCPS.
663059730. **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 Bidder to notify in writing JCPS, indicating the specific regulation which required such alterations. JCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
663059731. **TAXES:** Any applicable taxes shall be included. G.S. 143-59.1 bars the JCPS 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.
663059732. **SITUS:** The place of this contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
663059733. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
663059734. **INSPECTION AT BIDDER'S SITE:** JCPS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for JCPS 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.
663059735. **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 Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) or check from other customers.

663059736. **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.

663059737. **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.

663059738. **PATENT:** The Bidder shall hold and save JCPS, 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 JCPS or disclosure of any information pursuant to the NC Public Records Act.

663059739. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder'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 Bidder, JCPS may:

- a. Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and
- b. Include any person or entity designated by Bidder as a joint payee on the Bidder's payment check.

In no event shall such approval and action obligate JCPS to anyone other than the Bidder and the Bidder shall remain responsible for fulfillment of all contract obligations.

663059740. INSURANCE:

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers 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 Bidder 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 Johnston County Public Schools Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the JCPS Board of Education for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

663059741. **GENERAL INDEMNITY:** The Bidder shall hold and save JCPS, 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 Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against JCPS agents who are involved in the delivery or processing of Bidder goods to JCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

663059742. **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.
663059743. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
663059744. **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 Bidder to other customers.
- a. **Notification:** Must be given to JCPS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** JCPS 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 JCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by JCPS shall occur not later than 15 days after the receipt by JCPS 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.
663059745. **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.
663059746. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder 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 Bidder'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 Bidder 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 Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder 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 Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder 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. Bidder 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 Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder 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 Contract. Bidder 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 Contract. JCPS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if JCPS 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.
663059747. **ACCESS TO PERSONS AND RECORDS:** JCPS auditors shall have access to any records as a result of this bid or the Contract. JCPS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
663059748. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder 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. Bidder 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. Bidder 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.

663059749. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder 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.

663059750. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, 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 Contract, 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.

Federally Required Clauses

Remedies for Breach: Contracts exceeding the Simplified Acquisition Threshold (\$250,000) must address administrative, contractual, or legal remedies where contractors violate or breach contract terms.

Termination for Cause/Convenience: Contracts in excess of \$10,000 must address ability of non-Federal entity to terminate (1) for cause, and (2) for convenience (i.e., for any reason).

Equal Opportunity Clause: "Federally assisted construction contracts" (41 C.F.R. 60-1.3) must include the Equal Opportunity Clause specified at 41 C.F.R. Part 60-1.4(b).

Davis-Bacon Act: "Where required by Federal program legislation", all prime construction contracts" in excess of \$2,000 must require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144; 3146-3148) and implementing regulations. Generally, the Act requires payment of "prevailing wages" specified in Department of Labor guidance and payment no less than once per week.

Copeland Anti-Kickback Act: All prime construction contracts in excess of \$2,000 include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), which generally prohibits contractors from inducing any person involved in construction to give up any compensation to which they are entitled.

Contract Work Hours and Safety Standards Act: Requires computing wages of mechanics and laborers used in construction work on basis of 40-hour work week and 1.5x pay overtime wages. Prohibits requiring laborers and mechanics from working in unsanitary, hazardous, or dangerous settings.

Rights to Inventions Made Under a Contract or Agreement: Requires non-Federal entity to comply with 37 C.F.R. Part 401 (implementing provisions of Bayh-Dole Act), which governs rights to certain intellectual property develop with the proceeds of federal funding.

Clean Air Act and Federal Water Pollution Control Act: Contracts and subawards in excess of \$150,000 must contain a provision requiring non-Federal award to agree to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water.

Suspension and Debarment: Contracts cannot be awarded to exclude parties. Contractor should certify that contractor, principals, or affiliates are excluded or disqualified. Contractor should agree to flow down requirements to covered transactions.

Byrd Anti-Lobbying Amendment: Contractors that apply or bid on contracts exceeding \$100,000 must file with recipient or subrecipient the certification found at 31 C.F.R. Part 21, Appendix A (Certification Regarding Lobbying). Separately, all contractors must certify to tier above that it will not and has not used Federal appropriate funds to lobby (as further defined in the clause).

Procurement of Recovered Materials: Requires contractors to comply with Section 6002 of Solid Waste Disposal Act, which generally requires procuring only items designated by EPA at 40 CFR Part 247 as containing "highest percentage of recovered materials practicable" where the cost of a purchase exceeds \$10,000.

Huawei / ZTE Ban (“Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment”):

Prohibits recipients or subrecipients from obligating grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend a renew a contract) to procure or obtain...

Equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential part of any system, or as critical technology of any system.

“Covered telecommunications equipment or services” includes items produced by certain Chinese manufacturers specified in 2 C.F.R. 200.216.

Domestic Preferences Clause: 2 C.F.R. 200.322 states that “as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).”

JCPS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employees conducting business transactions on the behalf of the Johnston County Public Schools hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Johnston County Public Schools.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Johnston County Public Schools System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Johnston County Public Schools facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Johnston County Public Schools.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

Gifts to Employees:

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE

PURPOSE

To insure fairness and to promote open competition, Johnston County Public Schools shall be consistent in responding to an offeror's protest over contract awards..

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of Johnston County Public Schools transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Director of Purchasing and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information the Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

CONTRACT PROVISIONS

By submission of a proposal, the Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") / Race to the Top ("RttT") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA/RttT-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA/RttT, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA/RttT Section 902

Section 902 of the ARRA/RttT requires that each contract awarded using ARRA/RttT funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA/RttT with respect to contracts funded with recovery funds made available under the ARRA/RttT. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA/RttT provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA/RttT requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA/RttT requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA/RttT shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon fund availability or required state matching funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.