

WAKE COUNTY PUBLIC SCHOOL SYSTEM PURCHASING DEPARTMENT	INVITATION FOR BIDS NO. 251-26-270	
	Bids will be publicly opened: MARCH 11, 2026, 2:00 PM ET	
	Contract Type: AGENCY SPECIFIC TERM CONTRACT	
<i>Refer ALL Inquiries to:</i> BRIAN A. MARTIN E-Mail: bamartin@wcpss.net	Commodity: RETREAD TIRES FOR WCPSS BUSES	
(See page 2 for mailing instructions.)	Using Agency Name: TRANSPORTATION DEPARTMENT	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Raleigh, NC) until **2:00 PM ET** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

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

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

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days

Prompt Payment Discount: _____ % _____ days.

IFB SCHEDULE

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

Event	Responsibility	Date and Time (ET.)
Issue IFB	WCPSS	February 11, 2026
Submit Written Questions	Vendor	February 18, 2026 by 2:00 PM ET
Provide Response to Questions	WCPSS	February 25, 2026 by 5:00 PM ET
Submit Proposals	Vendor	March 11, 2026 by 2:00 PM ET

PROPOSAL QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to bamartin@wcpss.net by the date and time specified above. Vendors should enter "IFB 251-26-270 Questions" as the subject for the email. Question's submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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

<https://www.wcpss.net/partnerships/~board/partnership-and-community/post/suppliers>

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

PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal
PROPOSAL NUMBER: IFB: 251-26-270 Wake County Public Schools ATTN: Brian A. Martin 1551 Rock Quarry Rd. Building F Raleigh, NC 27610

IMPORTANT NOTE: All responses shall be physically delivered to the office address listed above on or before the response deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal

received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

- a) **Submit one (1) signed, original executed proposal response simultaneously to the address identified in the table above.**
- b) **Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above.** If Vendor submits more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

PURPOSE AND BACKGROUND

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 199 schools serving a student population of approximately 160,000, with approximately 20,000 staff. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

Product will ship FOB to: **Wake County Public School System**
1551 Rock Quarry Road
Raleigh, NC 27610

WAKE COUNTY PUBLIC SCHOOLS

BID # 251-26-270

SPLICELESS RETREAD TIRES

SPECIFICATIONS

SCOPE OF CONTRACT:

This contract is limited to the furnishing and delivering of approximately 1800 to 2000 spliceless retread tires per attached specifications to Wake County Public School System (WCPSS). Tires to be retread under this contract are of various sizes and of radial construction, for the use on school buses. Tires will be delivered mounted on the rim. WCPSS will provide rims for mounting. Vendor will pick up used tires and rims at the WCPSS bus garage. Vendor must provide for the dismount of used tires. Vendor must mount new spliceless retread tires and deliver to the WCPSS bus garage. Vendor must provide new valve stems with each mounted tire. Vendor must provide credit for useable casings and disposal of scrap tires as agreed by WCPSS. Leftover or excess rims will be delivered back to WCPSS each week. WCPSS bus fleet size is approximately 1016 buses and runs 16.2 million miles annually.

DURATION OF CONTRACT:

This contract is intended to cover WCPSS' normal requirements for tire retreading as defined herein for the period from approximately July 1, 2026, or date of award, whichever is later, through approximately June 30, 2027. WCPSS reserves the right to renew this contract for three (3) additional years in one-year increments if satisfactory to both parties.

CONTRACT VALUE:

The estimated value of this contract is for the purchase of approximately 1800 to 2000 retread tires annually and is not guaranteed. All quantities are estimates only and are submitted merely as a guide. WCPSS shall not be obligated to purchase more than its normal requirements.

AWARD OF CONTRACT:

WCPSS intends to award this bid on the basis of whatever is most advantageous to WCPSS; taking into account price, service, quality, and tire performance. This may result in an award to multiple bidders. Award of this contract is also contingent upon available funding.

PURCHASES FROM OTHER SOURCES:

It shall be understood and agreed that if and when the need arises, including for purposes of retread testing and evaluation, WCPSS may purchase certain retread products for special purposes from sources other than this contract. In addition, WCPSS reserves the right to purchase retread tires from other sources when the required retread type, product, and/or size is not available from this contract.

DELIVERY AND PICKUP:

The awarded bidder agrees to keep two (2) storage trailers at the WCPSS bus garage that hold approximately 250 tires each. Storage trailers must be in place within two (2) weeks of the award date.

WCPSS estimates the need for 60 spliceless retread tires every two (2) weeks. However, this is only an estimate and the quantity may vary.

The awarded bidder agrees to pick up mounted used tires from the WCPSS bus garage. Tires must be dismounted at vendor's facility. All unused rims must be returned to the WCPSS bus garage on the next delivery day. The vendor will accumulate an excess number of rims since not all used tires can be re-capped. Vendor must provide for disposal or repurpose of all tires that cannot be re-capped along with needed documentation. A tire credit must be applied to WCPSS for each tire that is not returned.

All charges for pickup and delivery must be included in the bid price.

WCPSS may give written notice to contractor that it requires less or more frequent service than stated above and contractor may provide such user service on the allowable less-frequent schedule.

WCPSS expects the delivery schedule to be firm and fully expects compliance with the stated delivery schedule. Failure of the contractor to meet delivery schedules may be cause for removal from the contract.

In the event delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions; and, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the designated WCPSS contact for this contract.

ORDERING INFORMATION:

Contractors are required, upon request of WCPSS, to provide WCPSS with catalogs, descriptive literature, and/or a listing of authorized dealers complete with toll free phone numbers, contact information, and email addresses. This information is to be provided to WCPSS within five (5) business days of the request. Such information shall be provided at no charge to WCPSS.

Contractors are required to provide toll free phone numbers and email addresses (if available) for WCPSS to conduct business with the contractor. If orders are required to be placed with a contractor's authorized dealer, the dealer will be required to provide a toll free number and email address.

Contractors will work with WCPSS and the steer tire contract vendor. The WCPSS contact is Devin Weber, 919-795-0850, dweber@wcpss.net.

CONTRACT CHANGES:

Contract changes, if any, over the life of the contract are implemented by contract addenda released by WCPSS to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example, a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

If subcontractors are used by the contractor to perform the retreading or repairing processes, or any part thereof, these subcontractors cannot be changed for the life of the contract without written approval from WCPSS.

SUBSTITUTIONS:

Substitutions are not permitted without prior written approval of WCPSS. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

CANCELLATION OF CONTRACT:

WCPSS reserves the right to cancel this contract at any time, following 60 days written notice to the contractor(s). If WCPSS exercises its option to cancel the contract as provided herein, the contractor shall deliver all casings and retread tires in its possession to WCPSS within two (2) weeks after receipt of the cancellation notice. These deliveries will be at no additional charge to WCPSS other than the correct contract pricing for the new retreads.

PRICE INCREASES OVER THE CONTRACT PERIOD:

Consistent with NC General Contract Terms and Conditions, paragraph 23, price increases over the contract period will be considered only when the contractor can prove to the satisfaction of WCPSS that the price increases are essential. Documents to support such claims may include nationally distributed MSRP catalogs intended for all customers. In addition, documentation confirming a specific level of price increase from retreader's rubber supplier may be considered.

PRODUCT RECALL:

In submitting this bid, bidder expressly assumes full responsibility for prompt notification to WCPSS of any product recall in accordance with the applicable state or federal regulations.

INFORMATION AND DESCRIPTIVE LITERATURE:

Bidders are requested to furnish with their bid detailed descriptive literature and general specifications and other pertinent data necessary for their evaluation. Each bidder should submit with the bid a complete set of manufacturer's published literature which covers all models and/or styles offered herein. Altered or unpublished price lists and literature may subject your bid to rejection. In addition, bidder must complete the attached questionnaire sections of the bid. Bids which do not comply with these requirements may be subject to rejection.

GOVERNMENTAL REQUIREMENTS:

Contractor shall comply with all applicable law and regulations of the federal government and the State of North Carolina.

ADDITIONAL INSURANCE COVERAGE:

In addition to the insurance in the General Terms and Conditions, additional insurance coverage shall be provided during the life of the contract as follows:

- (1) Perils: While in possession, care, custody and/or control (from pickup through return) of the contractor or his subcontractor, casings and tires covered by this contract shall be protected against the perils of fire, vandalism, malicious mischief, and theft.
- (2) Manufacturer's product liability insurance: Bidder shall hold general product liability insurance in the amount of \$1,000,000.
- (3) Confirmation of coverage: Bidder shall provide certificates of insurance to WCPSS, which confirm the above insurance is held by bidder. WCPSS must be named as an Additional Insured on these certificates of insurance.

REFERENCES:

WCPSS requires all bidders to submit a list of customers who have used the exact model of tires they are bidding. WCPSS will contact these references regarding the actual tread wear life of product offered, the number of retreads purchased by the reference (within the previous 3 years), and of that amount the number of retread failures due explicitly to faulty retreading. WCPSS will determine, at our discretion, a level of retread failure we believe is excessive. A failure rate exceeding this level may be grounds for rejection of the bid.

POST AWARD MEETING:

Within 30 days of award of contract, a post award meeting may be held with representatives of WCPSS. This meeting may be held at a location, date and time to be determined by WCPSS. This meeting will be held to answer any questions and discuss contract expectations.

BIDDER QUALIFICATION:

WCPSS reserves the right to request the bidder to demonstrate, to the satisfaction of WCPSS, compliance with the following;

- (1) Proven performance in producing retread tires generally of the type and size solicited herein, for a minimum period of three years, with results that have been acceptable to customers.
- (2) Proof of an established system to assure that the casings retrieved from WCPSS are the same casings returned to WCPSS in retreaded form.
- (3) Proof that the production facility to be used in fulfilling this contract employs the personnel, adequate in both number and in training, and possesses the necessary equipment in proper condition to fully comply with all the manufacturing requirements specified herein.
- (4) Proof of an established and acceptable NDI (non-destructive inspection, including shearography, ultrasound, electrostatic discharge, and/or x-ray, etc.) system in the bidder's facility.
- (5) Proof of an established method to document repairs performed for which there are allowable, added charges.
- (6) Within the previous twelve (12) months, the satisfactory completion of an inspection of the bidder's plant by an approved nationally recognized organization or by the retread plant's tread rubber supplier.

Such demonstration by bidder to the satisfaction of WCPSS shall be in the form of written documentation and/or site visits by representatives of WCPSS to bidder's plant, at the option of WCPSS, and shall be received (documentation) or made available (site visit) within five (5) working days after request. This information will be considered in the award evaluation.

ESTIMATED QUANTITIES TO BE PURCHASED:

This RFQ only pertains to the Pre-cure retread methods.

WCPSS anticipates purchasing a total of approximately 1,800 to 2,000 retread tires annually. This quantity is based on historical purchasing information and should be noted as merely a guide to define the likely scope of total purchases. The actual quantities purchased from this contract may be lesser or greater than that estimated. No contractor may assess additional charges to WCPSS in any way for estimated quantities exceeding the number actually purchased, nor may any contractor surcharge WCPSS for actual purchases exceeding a total of 2,500 retreads.

SALES REPORTS:

The contractor agrees to provide sales reports on a quarterly schedule, the report being due no later than fifteen (15) days after the end of the quarter. The report will reflect the information required below for a specified time period. Failure of the contractor to comply with this requirement may subject the contractor to removal from the contract. The reports will be provided in Excel electronic spreadsheet format, on properly labeled CD, and will report for EACH individual pickup and delivery:

- (a) User name
- (b) date of delivery/pickup
- (c) location
- (d) quantities and sizes and tread depth of casings picked up
- (e) quantities and sizes of retreads delivered
- (f) base unit contract price of each delivered size
- (g) quantities and sizes of casings returned - non retread-able
- (h) the total amount of each type of additional charge (like nail hole repairs, section repairs, or demounting/mounting service) for each such size

In the reports, data must remain unchanged throughout the life of the contract, for purposes of data analysis by WCPSS. At the beginning of the contract, WCPSS, at its option, may specify to the contractor(s) the format specifically required for the reports. Note that summary data is NOT being requested from the contractor. WCPSS will compute such summaries from the above data supplied. Failure to provide ALL the above data in a timely manner may be considered grounds for termination of the contract.

ON-SITE INSPECTIONS DURING THE CONTRACT PERIOD:

WCPSS reserves the right to send its representatives to inspect the bidder's plant on any workday during the contract period, at any time during normal business hours, with or without notice, and in a manner that would not disrupt the bidder's operations. The purpose of such inspection may be to observe and confirm to the satisfaction of WCPSS the existence and use of properly trained personnel, proper equipment, acceptable non-destructive inspection (e.g. shearography, ultrasound, electrostatic discharge, x-ray, etc.) and, if applicable, high-pressure testing procedures, acceptable retreading and repair procedures, proper materials such as rubber compounds and glues, and proper documentation procedures including, but not limited to, casing/tire tracking and tracking of repairs which are permitted by contract to incur extra charges.

CASING AND TIRE IDENTIFICATION:

Each casing picked up by the contractor from WCPSS shall be identified, marked, and continuously tracked through the retreading process in such a manner that the same casing, as a retreaded tire, shall be returned to WCPSS, and identifiable by WCPSS as belonging to WCPSS and specifically correlated to the particular casing used for the retread. Therefore, upon delivery the retreaded tire shall bear, as either a temporary or permanent marking, at the bidder's option, the same unique tracking code or number which it was assigned by bidder upon pickup as a casing.

A copy of an itemized list showing all casings picked up from WCPSS, each casing referenced in the same manner identified and marked by the contractor, shall be provided to the user BEFORE the casings are removed. The contractor shall retain a copy of same record, with signature and signature date by an authorized representative of WCPSS at the pickup location. At the request of WCPSS, the contractor shall provide to WCPSS a copy of any such list(s) requested, properly signed by the user's representative as specified above.

In addition, WCPSS may request at any time during the contract a meeting in the offices of WCPSS for the purpose of the contractor explaining the details of the tracking system, and to discuss any problems that may be occurring therewith. Casing tracking is important and may be closely monitored throughout the contract. Failure for contractor to perform satisfactorily in this respect may lead to cancellation of the contract per the attached Terms and Conditions.

If there is a shortage of casings in the delivered retreads, the contractor shall either (a) provide WCPSS with replacement casings of value equal to the missing casing(s) at no charge, or (b) reimburse WCPSS the full market value of the missing casing(s). Such full market value shall be determined by a publication of national or regional circulation and acceptance.

INFORMATION REQUIRED ON SIDEWALL:

In accordance with Federal Motor Vehicle Safety Standard (FMVSS) 49 CFR Part 574, information to be permanently molded or branded into or onto one sidewall shall consist of:

- (a) The retreader's assigned identification mark
- (b) Tire size
- (c) Tire type code, or brand-name-owner identification
- (d) Code for week and year of manufacture.
- (e) The DOT symbol with a following "R" (for retread), as required by FMVSS shall be located on the sidewall as specified in Figure 2 of Part 574.

All retreads produced under this contract, in addition to the above information required by FMVSS, shall also have molded or branded into the sidewall, in a location adjacent or near the above information:

- (f) The maximum cold inflation pressure (in PSI)

- (g) The load limit (lbs). The retreader shall not change any information on the casing sidewall concerning the stated load capacity of the tire.
- (h) In sizes that may be used in either the single or dual configuration, pressures and load limits for BOTH configurations shall be provided and properly identified.
- (i) The total number of times the tire has been retreaded. (Picked-up casings which have been previously retreaded should have such marking already on the sidewall.)

TIRE INSPECTION:

The contractor shall inspect the casing at his plant at time of receipt, then again during the retreading process, and finally after completion of the process. In accordance with North Carolina Senate Bill 1797, each casing shall receive a state-of-the-art inspection with the use of shearography, ultrasound, electrostatic discharge, high pressure testing, or other industry standard testing methodology.

If a casing or in-production retread is rejected by the contractor, such unsuitable casing or retread shall be returned to WCPSS without charge, regardless of the amount of work that may have been performed on the casing/retread, and a written report citing the specific reason(s) for the rejection shall be submitted to WCPSS.

If WCPSS determines that the contractor is rejecting casings that are indeed suitable for retreading, WCPSS at its sole option may cancel the contract with that contractor immediately.

FINAL INSPECTION:

The final inspection shall be in accordance with the provision for "Final Inspection" in "Industry Recommended Practices for Tire Retreading & Tire Repairing." Specifically, the final inspection will include at least a visual examination of the tire while mounted on a spreader under adequate lighting, and the inside and outside of the tire shall be checked. The visual inspection shall be in complete compliance with the final inspection requirements in the above publication.

WARRANTY:

All retread tires shall be warranted to be free from defects in workmanship and materials and to give satisfactory service under normal operating conditions for the life of the tread. Should the retread fail while in service and the cause is determined to be faulty workmanship and/or materials, the tire shall be returned to the contractor and be adjusted on the following scale:

Tread life Remaining	% of Credit to Agency
100-80%	100%
79-60%	75%
59-40%	50%
39-20%	25%
19-0%	0%

For retreads provided under this contract, IF THE FAILURE RATE EXCEEDS 1/2 of 1% (0.5%), the contract with that contractor for that type of retread may be immediately terminated and remedies sought in accordance with the attached General Contract Terms and Conditions.

A failure is defined as any event, EXCEPT for road hazards, normal wear and tear, improper inflation, wheel misalignment, vehicle damage, improper mounting by other than contractor, or damage caused by abuse, neglect, collision, vandalism, fire, or chemical corrosion, which results in the tire no longer able to perform in its intended and proper use. Failure rate is defined as the percentage of failed retreads of a particular type (bead-to-bead or pre-cure) which have been delivered by the contractor to WCPSS, up to that time, when compared against the total number of retreads delivered for that type of retread, by that contractor, to WCPSS, up to that time.

TIRE PERFORMANCE:

WCPSS shall receive a premium retread that will provide optimum tire mileage/service, and safety. Bidder shall state in the appropriate bid section cost per 32nd tread depth and average miles per 32nd. This information is requested for consideration when selecting a retread vendor from this contract by WCPSS. WCPSS will review the cost per 32nd tread depth and average miles per 32nd on information provided. If two or more bidders provide the same cost per 32nd tread depth and average miles per 32nd, WCPSS will use another method or methods to determine the award. WCPSS reserves the right to use or not use cost per 32nd tread depth and/or average miles per 32nd when awarding bid.

	Minimum	Maximum	Typical
Tensile Strength (PSI)	2350	2850	2400
Elongation (%)	450	600	480
Modulus @ 300%	1250	1750	1300
Hardness*	61	70	64
Specific Gravity	1.110	1.145	1.125
Hydrocarbons by Weight (%)	50	60	50
Polybutadine Content (%)	30	40	35
Acetone Extract (%)		22	
Carbon Black	N200 or better		

RETREADING METHODS:

All tire retreading and repairing is to be in full accordance with "Industry Recommended Practices for Tire Retreading & Tire Repairing," latest revision in effect during the life of the contract.

RETREAD RUBBER SPECIFICATIONS:

This specification is intended to describe the cured physical properties of a premium tread rubber to be used in the retreading of all tires provided under this contract. All rubber on such retreads shall meet the specifications in the table below.

At any time after bid opening through contract termination, and within ten (10) consecutive days of request, WCPSS may require the contractor to certify on company letterhead stationery the actual values of the properties listed below for any requested retread(s) offered and supplied under the contract. Such information will be kept confidential by WCPSS upon written request by the contractor. Furthermore, at any time while the retreads purchased under this contract are in use on WCPSS vehicles, the user may at its own expense have the tread rubber from any retread tire obtained under this contract analyzed by a lab designated by WCPSS to confirm that the rubber complies with these specifications. In the event that the rubber is determined not to comply, contractor shall rectify the matter to WCPSS complete satisfaction and in a timely manner. Failure of the contractor to rectify the matter fully may cause immediate termination of the contract and remedies sought in accordance with the attached General Contract Terms and Conditions.

*Measured using a Shore Durometer, at scale

Notes:

- 1) The composition of the rubber used in retreads produced for other customers or other contracts shall have NO effect on the rubber composition of retreads sold under this contract.
- 2) Tread rubber shall contain no reclaimed rubber (defined as components from scrapped tires, which are ground up for use as "filler").

TREAD WIDTH:

The actual tread width of the retread tire provided shall be within the range of best industry practice for the tire size and the intended application of the retread. Tires which have a tread width narrower than the lower limit of this best industry practice range may be rejected for not fulfilling the requirements of the contract.

TREAD DESIGN:

For each line item, bidder is to offer a single tread design. This offered design shall (1) meet the minimum tread depth of 18/32nds, (2) shall meet all other requirements herein, (3) shall be listed in the bidder's published catalog, (4) shall have the safety, expected mileage, and durability typical of a NEW tire of similar tread design and tread depth, and (5) shall be acceptable to WCPSS.

At bidder's option, bidder may offer more than a single tread design for a given line item, and this will be considered an alternate bid, and tabulated and ranked as such. In such case, bidder shall clearly state price for each such additional tread design on a separate page or by making and using a duplicate copy of the price submittal page herein. If using a separate page, bidder shall also clearly identify the line item for which each additional tread design is being offered.

If, during the evaluation of the bid, WCPSS determines that an offered tread design will NOT reasonably meet our needs, such determination will be made a matter of record and that bid may then be rejected on that basis alone. However, it should be understood that the intent of WCPSS is to accept any tread design offered which appears to fulfill our needs. Note that for purposes of determination of acceptability, WCPSS may require a sample and dimensioned drawing of the exact tread design being offered, such sample and drawing due to WCPSS within three (3) consecutive working days after request to bidder, at no charge.

DEFINITIONS:

The following definitions, which are taken from "Industry Recommended Practices for Tire Retreading & Tire Repairing," apply to this bid:

Nail hole: A penetration in the tread area caused by a small object, not to exceed 1/4" (6mm) in a passenger tire or 3/8" (10mm) in a light or medium truck tire.

Spot repair (radial): A repair that is in the rubber portion of the casing only; can be to, but not through any ply. Minor repairs are allowed to belts in the tread area.

Section repair: Repairs, other than nail holes, made to the casing when an injury has extended through 75% or more of the actual plies, or completely through the casing in the tread or sidewall areas. Some jurisdictions may have different limits. [NOTE: This State of North Carolina IFB adopts these limits.]

All other definitions in "Industry Recommended Practices for Tire Retreading & Tire Repairing," as applicable, apply to this IFB and the resulting contract.

REPAIRS:

Charges for repairs shall reflect prices for same as bid herein. For definitions of repair terms used below, see definitions elsewhere herein. Any repairs which are required during the retread process may be billed only as follows:

(1) SPOT REPAIRS:

ALL spot repairs shall be included in the bid price for the retread tire. No separate charges for any spot repairs performed on these tires may be billed. All required spot repairs shall be performed. Contractor's adherence to this requirement is essential due to SAFETY considerations. Because of the seriousness of this matter, if it is determined by WCPSS at any time, by any means, including but not limited to investigation of failures of retreads purchased from contractor and unannounced audits at contractor's plant, that contractor has willfully failed, or is willfully failing, to perform all required spot repairs, the contract may be immediately terminated and remedies sought in accordance with the attached General Contract Terms and Conditions.

From State of NC historical data, the estimated average number of spot repairs performed for all sizes of LEA tires covered by this contract is 5.

- (2) **SECTION REPAIRS:** For ALL users, only section repairs that are visually verifiable on the finished retread shall be charged for. In addition, all section repairs for each tire shall be approved by the user before being performed.
- (3) **NAIL HOLES:** For ALL users, only nail hole repairs that are visually verifiable on the finished retread shall be charged for. All necessary nail hole repairs shall be performed. Advance approval by the user is not required.
- (3) **OTHER REPAIRS:** There shall be no charges for repairs other than of the above types.

It is understood that even though nail hole and section repair charges are not included in the total price computation, repair charges will ONLY be made by contractor, and accepted by WCPSS, in instances where such repairs are made (and where authorized, if such is required herein). If casings submitted by WCPSS need section repairs or nail hole repairs, the respective repair prices will be used per stated on this contract. Section repairs and nail hole repairs will not be added to the lump sum bid price for the retread tires on this contract, since it is expected that few such repairs will be required.

MAXIMUM ALLOWABLE AGE OF CASING:

Casings which are more than six (6) years old shall not be retreaded. If user accidentally presents to contractor for pickup a casing older than this, contractor shall return such casing to user, with written explanation.

MAXIMUM ALLOWABLE NUMBER RETREADS ON A CASING:

In accordance with the North Carolina Retread Contract casings may be retreaded a total of three (3) times during the life of the casing for LEAs. These limits include retreads on the casing completed prior to this contract. If number of times casing has been retreaded is not indicated on the sidewall as received by contractor, then contractor is to request from WCPSS and receive in writing a statement of how many times the casing has been retreaded so that contractor can place correct information concerning same on the sidewall (see "Information Required on Sidewall" herein). If such statement is not received from WCPSS, contractor shall return the casing at issue to WCPSS, with written explanation. **WCPSS reserves the right to change the allowable number of retreads on a casing with proper notice to the vendor.

MAXIMUM ALLOWABLE NUMBER OF NEW NAIL HOLES ON A CASING:

The maximum number of nail holes permissible for a casing to be retreaded under this contract is as specified in "Recommended Specification Guidelines For Preparing a Tire Retread and Repair Government Bid" (published by Goodyear, as presented on the Tire Retread Information Bureau website: <http://www.retread.org/PDF/RetreadSpecGuide2003.pdf>). See section for "Radial Repairs, Nail Hole", which reads as follows:

RADIAL REPAIRS

Nail Hole:

Nail hole injuries may be repaired before or after a tire is buffed. Any number of nail holes may be repaired in the repairable area of a radial truck tire. The only limiting factor is that the repair patches do not overlap. Injuries 3/8" (9mm) and smaller through the approved repairable crown area shall be repaired using a repair patch and a suitable fill material in the injury. If the injury is larger than 3/8" (9mm) in the crown area after the damage and rust have been removed, the tire will require a section repair.

Any injury through the ply cords of a sidewall will require a section repair.

QUESTIONNAIRE

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER

SERVICE

Names, addresses and telephone numbers of representatives who will render services under this contract (Use additional sheets if necessary):

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

DISTRIBUTION

Number of distribution points from which contract will be serviced: _____
 (Use additional sheets if necessary)

Distribution points location (City & State):			
1		8	
2		9	
3		10	
4		11	
5		12	
6		13	
7		14	

ORDERING INFORMATION:

List the authorized dealers that will service this contract (Use additional sheets if necessary):

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Product information telephone number: _____

Company Information	
Company Name	
Address	
City, State, Zip Code	
Company Phone	
Company Fax	
Description of Products Sold	
Does your company utilize fulfillment partners/channel partners (dealers, distributors, resellers, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Customer Service Phone Number	
Federal Tax ID Number	
Ariba Network ID (if applicable)	
Dun & Bradstreet Number	
Website URL (if applicable)	
Business Contact – Person who understands NC relationships and who can serve as a project manager	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	
Technical Contact – (If different from above) – Person within your organization who can assist with the creation of an electronic product catalog for your contract line items	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	
Corporate eCommerce Contact – (If different from above) – Person within your organization who best understands the company eCommerce initiatives and will communicate these initiatives to the organization	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	

WAKE COUNTY PUBLIC SCHOOLS

BIDDER'S REFERENCES

BID NUMBER: 251-26-270	BID DUE DATE: March 11, 2026
RETREAD TIRES	

Bidder must demonstrate that he has a successful record of experience in the type service specified. Otherwise, his proposal may not be considered.

Therefore, list below at least three (3) references Wake County Public Schools may contact for information regarding current or recent past performance.

COMPANY	PERSON TO CONTACT	TELEPHONE NUMBER

Your Company Name

Address

City, State & Zip Code

BIDDER: _____

TIRE SIZE: 11R22.5

TIRE DESCRIPTION, MFG, BRAND:

TREAD DEPTH:

_____ /32

USABLE 32NDS PER TIRE:

PRICE PER USABLE 32ND:

\$ _____

AVERAGE MILES PER 32ND:

UNIT COST PER TIRE:

\$ _____

BIDDER: _____

TIRE SIZE: 265/75R22.5

TIRE DESCRIPTION, MFG, BRAND:

TREAD DEPTH:

_____/32

USABLE 32NDS PER TIRE:

PRICE PER USABLE 32ND:

\$ _____

AVERAGE MILES PER 32ND:

UNIT COST PER TIRE:

\$ _____

BIDDER: _____

NAIL HOLE REPAIRS:

UNIT COST EACH:

\$ _____

SECTION REPAIRS:

UNIT COST EACH:

\$ _____

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by

WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be

constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
30. **INSURANCE:**

Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. **Provider agrees to maintain the appropriate insurance outlined in Exhibit B.** Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.
31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **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.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period.
Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
35. **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.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).
42. **GIFT PROHIBITION.** Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit

contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school system officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. Provider covenants that no director, employee or agent of Provider, or any other person connected with Provider, has made, offered or given, either directly or indirectly, to any School System Board member, employee, or agent, or to any person connected with the School System, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. Provider agrees that a breach of this provision as identified by the school system may result in the School System's termination of this Contract without liability and/or at the School System's discretion, the recovery of any and all funds paid to Provider pursuant to this Contract. Provider further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, Provider will promptly notify the school system so it can make a determination as to the propriety of the Provider's past or proposed future conduct.

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

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

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

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.
2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

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

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

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

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

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

5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.
 6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.
 7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value (\$50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of \$100 in a twelve-month period.
- Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.
8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.
 9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.
 10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

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

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

Exhibit B - Insurance Requirements

COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION ARE STANDARD LINES OF COVERAGE REQUIRED FOR ALL WAKE COUNTY BOARD OF EDUCATION (WCBOE) AGREEMENTS

Type of Insurance	Type of Service	Minimum Insurance Limits
Commercial General Liability (CGL)_ for direct operations, contractual liability and completed operations with limits not less than those stated	All Services	\$1,000,000 each occurrence Including Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate and Medical Expense \$5,000 (any one person)
Commercial Automobile Liability (CAL) including coverage for owned, hired, and non-owned vehicles: Enhanced Limits Automobile Liability	All Services operating vehicles on WCPSS sites or transporting goods. Contact WCPSS Risk Management For services that transport Students or Staff Contact WCPSS Risk Management for Charter/Motorcoach Transportation	\$1,000,000 per occurrence Combined Single Limit each accident. \$2,000,000 per occurrence Combined Single Limit (for Hired Transportation example EC Transportation, Special Events) \$5,000,000 per occurrence/Combined Single Limit required for Charter/Motorcoach Transportation Services
Workers Compensation (WC) including Occupational Disease and Employer's Liability Insurance.	All Services Required for any contractor with three or more W2 employees. Contractors not required by law to carry Workers Compensation may be required to provide proof of or attest the personal health insurance	Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws. Part B: Employer's Liability Bodily Injury by Accident: \$500,000 each accident Bodily Injury by Disease: \$500,000 each employee Bodily Injury by Disease: \$500,000 Policy Limit

OTHER INDUSTRY TYPES OF APPROPRIATE INSURANCE BELOW OR LIMITS ARE REQUIRED BY WCPSS RISK MANAGEMENT DEPENDING UPON THE SCOPE OF SERVICES

Professional Liability Insurance (PL) Errors and Omissions (E&O)	Required for any services involving professional services such as architectural and or engineering and design services. May include malpractice insurance if medical or mental health services are provided.	Minimum \$1,000,000.
Sexual Misconduct Liability (SML) /Sexual Abuse/Molestation (SAM)	Required for any provider services when alone with students, including online services involving live chat. For allegations of sexual abuse by policyholders and those employed by them, whether founded or unfounded.	Minimum \$1,000,000.
Cyber Liability (CL)	Required for any service with access to or exchange involving personally identifiable information or software applications.	Minimum Limit requirements \$1,000,000 up to \$5,000,000
Aircraft/Aviation General Liability (AGL)	Required for any services or presentations involving manned or unmanned flight. Most commercial general liability policies will not cover aviation-related exposures.	Minimum \$1,000,000 for each occurrence + WCBOE Policy must be followed and WCPSS Risk Management must approve the flying pre-flight.
Pollution Liability	Required if hazardous waste / harmful substances are being utilized or disturbed.	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate
Commercial Crime Insurance (Included extension to third parties)	Required for contracted services that have access to WCPSS sites while unsupervised example Custodial, Security	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate

Attachment: A

VENDOR INFORMATION SHEET

Company Name (include dba): _____
Phone number: _____ Fax: _____ E-mail: _____
Contact: _____
Corporate Office Address: _____

Wake County Office Address (if different from Corporate):

Web Address:

Length of time in business: _____ Number of permanent employees:

DOT #: _____ (if applicable) MC License #: _____ (if applicable)

Insurance Contact:

_____ Phone: _____

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

Attachment: B

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

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

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

Check all that apply:

- Minority Owned Business
- Woman Owned Business
- Small Business Enterprise

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

(HUB Office) as a Historically Underutilized Business.

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

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

Vendor Signature: _____

Date: _____

Print Name: _____