



Memorandum From Purchasing Department


Letter of Instruction For IFB #251-25-156

To: Prospective Parties

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

- Wake County Public School System intends to purchase 100% Juice Concentrate for the WCPSS Child Nutrition Services. Bids submitted should address all specifications as requested in the IFB.
- All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any bid that does not meet these minimum requirements.
- Prior to submitting and executing the bid, please make sure you read and understand the terms and conditions referenced. All bids are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Invitation for Bids or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that bid. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the bid.
- WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE IFB PROCESS**. All questions should be directed to Marcella Calvert at bids-mcalvert@wcpss.net
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a bid, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- Submit one (1) signed, original executed bid responses, *along with 1* photocopy and 1 electronic copy (flash drive) of your bid simultaneously to the address identified below. Email bids will not be accepted.

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 below. If Vendor is submitting more than one (1) bid, each bid 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. Bids are subject to rejection unless submitted with the information above included on the outside of the bid package.

| | | |
|--|--|--|
|  WAKE COUNTY PUBLIC SCHOOL SYSTEM | Invitation for Bid: 251-25-156 | |
| Raleigh, NC 27610 | Bids will be publicly opened: August 14, 2024 @ 2:00PM ET | |
| | Contract Type: Agency Specific Term Contract | |
| Refer <u>ALL</u> Inquiries to: Marcella Calvert Telephone No: 919-588-3457 | Commodity: Child Nutrition Services 100% Juice Concentrate with Dispenser | |
| E-Mail: bids-mcalvert@wcpss.net | Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM | |
| (See page 5 for mailing instructions.) | | |

NOTICE TO BIDDERS

Bids are subject to rejection unless submitted on this form. Failure to submit a bid in accordance with the instructions throughout this document shall constitute just cause to reject bid. See below for bid/proposal submitting instructions.

Sealed Bids, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Rd Building F, Raleigh, NC 27610) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 5 for proper mailing instructions.

EXECUTION

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. Vendors are subject to immediate disqualification at any stage of the selection process for any of the following:

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

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: | |

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 | 7/31/2024 |
| Submit Written Questions | Vendor | 8/6/2024 by 2:00 PM |
| Provide Response to Questions | WCPSS | 8/9/2024 by End of Business Day |
| Submit Bids | Vendor | 8/14/2024 by 2:00 PM |
| Open Bids | WCPSS | 8/14/2024 @ 2:00 PM |

BID QUESTIONS

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

Written questions shall be emailed to bids-mcalvert@wcpss.net by the date and time specified above.

Vendors should enter “IFB 251-25-156 #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:

<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>
<https://evp.nc.gov/solicitations/>

BID SUBMITTAL

Bids, 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 bid

BID NUMBER: IFB 251-25-156
Wake County Public Schools
Attn: Marcella Calvert
1551 Rock Quarry Rd. Bldg. F
Raleigh, NC 27610

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or before the bid 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 bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, 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.

• Submit **one (1) signed, original executed** bid response, one (1) photocopy of your bid and **one electronic copy (flash drive)** simultaneously to the address identified in the table above.

• 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 is submitting more than one (1) bid, each bid 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. Bids are subject to rejection unless submitted with the information above included on the outside of the bid package.

PURPOSE AND BACKGROUND

Wake County Public School System (WCPSS) plans to purchase 100% Juice Concentrate, for frozen slushy, for four WCPSS High Schools, with the option to expand to a maximum of all 31 high schools: Fuquay-Varina High School, Willow Spring High School, Holly Springs High School, Southeast Raleigh High School.

For informational purposes, WCPSS is the nation's 15th largest school district and the largest in North Carolina. With 119 elementary schools, 41 middle schools, 33 high schools, and 5 special schools, we serve over 160,000 students and have over 20,000 staff in the district. The district has multiple school calendars, and our school year begins the first week of July and ends June 30. A list of schools and locations can be found [here](#). A list of future schools and locations can be found [here](#).

SCOPE OF WORK

Note: Four WCPSS High Schools will be offering frozen juice product with the possibility to expand in the future.

100% Juice Concentrate

Juice Concentrate

- *First ingredient should be 100% juice concentrate.*
- *Product should be Smart Snack approved under the Healthy Hunger-Free Kids Act.*
- *Product, as delivered, should be stored under dry storage. Not under refrigeration or frozen.*
- *Product, as delivered, should be a concentrate to be mixed with water to offer a juice, liquid or frozen, final product for students.*
- *Variety of flavors should be available.*

Beverage Dispensers

- Successful bidders will supply a dispenser for the juice concentrate for each participating school.
- Successful bidders will train school staff on the use, set up, and cleaning processes of dispensers.
- Successful bidders will do all servicing of equipment, as necessary.

QUALIFICATIONS

THE VENDOR shall be licensed and approved to do business in the State of North Carolina.

- No fewer than five years of experience in performing the required duties will be accepted. Please provide references.
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- Demonstrated experience in performing similar projects.
- Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry or the Federal Government debarred vendor registry.
 - (Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
 - (State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

Acknowledged and Agree: **Initial:** _____

AWARD CRITERIA

As provided by statute, award will be based on the lowest responsive/responsible bidder with additional services evaluated and best bid (most advantageous to Wake County Public School System) as determined by consideration of:

- 1. Pricing:** Each bidder must complete the Price Quote (Submittal 1).
- 2. Conformity with specifications herein**

It is not the policy of the WCPSS to purchase on the basis of low price alone. All items are subject to evaluation and approval by the WCPSS. In evaluating the proposal received and determining the best value, WCPSS may consider any combination of the following criteria: (1) Purchase price; (2) Quality of item(s) offered; (3) Conformity with specifications herein; (4) References provided for proposed item(s).

It is understood that the WCPSS may use all means at their collective disposal to evaluate the proposal received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the WCPSS, will solely rest on the Child Nutrition Senior Director or designee.

SOURCE SELECTION

WCPSS will review all information submitted in order for WCPSS to award the contract to the bidder providing the lowest responsive, responsible bid.

- I. The evaluation committee may request clarifications, an interview with or presentation from any or all bidders. However, the WCPSS may refuse to accept, in full or partially, the response to a clarification request given by any bidder. Bidders are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms.
- II. Evaluation Process Explanation. WCPSS employees will evaluate all bids. All bids will be initially classified as being responsive or non-responsive. If a bid is found non-responsive, it will not be considered further. All responsive bids will be evaluated based on stated evaluation criteria, as provided with this IFB. Any references in an answer to another location in the IFB materials or bid shall have specific page numbers and sections stated in the reference.
- III. To be eligible for consideration, a bidder must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by WCPSS. Responses that do not meet the full intent of all requirements listed in this IFB may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection.
- IV. Bidders are advised that WCPSS is not obligated to ask for or accept after the closing date.

Bidder may be disqualified from any evaluation or award if bidder or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with WCPSS, or violated rules or statutes applicable to public bidding in the State of North Carolina, as documented. Vendors must not be debarred from doing business with the State of North Carolina or Federal Government.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS, other government agency office, WCPSS body or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in WCPSS' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of WCPSS would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Please contact bids-mcalvert@wcpss.net.

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

NON-PREFERENCE

It is the intent of WCPSS to procure products in the stated quantity, quality, and size as described in this request while adhering to general statutes specific to public schools and WCPSS Board of Education policy. The manufacture, brand name and model numbers are used to provide respondents specific information on the quality and usefulness of the product that is being requested. These references are not intended to restrict comparable products. Other manufacturers and brands will be considered if they meet or exceed the minimum standards of the product referenced. See below for accompanying literature that is required when submitting your bid.

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications.

VENDOR EXPERIENCE

Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to Wake County Public Schools.

TECHNICAL APPROACH

Vendor's bid shall include, in narrative, outline and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this IFB.

CUSTOMER REFERENCE TEMPLATE

References

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been, and continue to be, provided.

| | | | |
|-----------------------|--|---------------------------------|--|
| Name of Organization | | Contact Person Name | |
| Annual Contract Value | | Contact Person Title | |
| Contract Start Date | | Contact Person Telephone Number | |
| Contract End Date | | Contact Person Email Address | |

| | | | |
|-----------------------|--|---------------------------------|--|
| Name of Organization | | Contact Person Name | |
| Annual Contract Value | | Contact Person Title | |
| Contract Start Date | | Contact Person Telephone Number | |
| Contract End Date | | Contact Person Email Address | |

| | | | |
|-----------------------|--|---------------------------------|--|
| Name of Organization | | Contact Person Name | |
| Annual Contract Value | | Contact Person Title | |
| Contract Start Date | | Contact Person Telephone Number | |
| Contract End Date | | Contact Person Email Address | |

Price Proposal

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest.

Please provide a quote for the following items in the template below. If you are quoting a substitute, please indicate such on your response and attach all specifications, drawings, and information in order for the end user to compare and review. WCPSS reserves the right to determine if bidder's functional equivalent is acceptable. Quotes submitted without the proper documentation will not be considered.

Product will ship FOB to: **Wake County Public Schools**
 Central Receiving
 1551 Rock Quarry Road
 Raleigh, NC 27610

| Qty. | Description | Flavors Available | Pack Size | Serving Size | Unit Price | Price Per Serving | Total Amount |
|---------------------|------------------------|-------------------|-----------|--------------|------------|-------------------|--------------|
| Approximately 2,500 | 100% Juice Concentrate | | | | | | |
| | TOTAL | | | | | | |

ALL APPLICABLE SHIPPING CHARGES MUST BE INCLUDED FOR QUOTE TO BE VALID

WCPSS RESERVES THE RIGHT TO AWARD LINE BY LINE OR TO OVERALL LOWEST BIDDER

WARRANTY

Vendor warrants to WCPSS that all equipment/goods under the specifications requested will be new, of good material and workmanship and agrees to replace promptly any item that does not meet the quality specifications and operational standards set forth by WCPSS requirements. Vendor shall include all warranty information with submittal of bid. Warranty information is subject to consideration for award of bid.

EVALUATION

WCPSS may require an evaluation unit from any bidder to be returned at the bidder's request and expense after the award of the bid.

EVALUATION CRITERIA

The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the manufacturer's proposal; the manufacturer's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. Bidder is encouraged to provide best offer with original response. WCPSS, at its sole discretion, reserves the right to negotiate better pricing with selected vendor.

AWARD OF CONTRACT:

It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest.

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation.

Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina.

WCPSS reserves the right to waive any minor informality or technicality in proposals received.

BID EVALUATION:

Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function, and performance. Wake County Public School System reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

CONTRACT TIME PERIOD:

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this IFB without the prior written consent of WCPSS. This will be a one-year term contract beginning August 1, 2024 through July 31, 2025 with the option to renew for three additional years (in one-year increments). WCPSS will notify awarded Vendor(s) approximately 60 days prior to August 1, 2025 with option to renew.

DELIVERY:

Wake County Public School System reserves the right to consider the delivery time offered as a factor in the award of contract.

DEVIATIONS:

Any deviations from specifications and requirements herein by bidder may subject proposal to disqualification.

FIRM BID:

Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

VOLUME: CNS does not guarantee a minimum or maximum number of uniforms for the contract period.

PROCUREMENT METHOD: Competitive quote process will be used to procure goods from the offeror. All procurement transactions shall be conducted in a manner that provides maximum free and open competition consistent with Federal regulations as defined in 7 CFR 3016.

BUY AMERICAN PROVISION: Section 104(d) of the William F. Goodling Reauthorization Act of 1998 requires schools participating in the NSLP and the SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Exceptions to the "Buy American" requirement are allowed when: (1) the recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States; (2) products are not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or (3) the cost of the domestic-produced food product is significantly higher than that of the foreign product. It is imperative that WCPSS comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Each permitted imported product other than pineapple, mandarin oranges, coffee, olives, and tuna must be pre-approved by the WCPSS.

BILLING AND PAYMENT: Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt.

The WCPSS will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

The payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order,

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including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

One monthly statement (itemized by school) will be mailed to Wake County Public Schools, Business Analyst, 1551 Rock Quarry Road, Raleigh, NC 27610. All returned merchandised must be noted on a credit memo. At the option of the WCPSS, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the WCPSS, invoices may be corrected upon receipt and payment may be made based upon their corrections.

All invoices must be mailed to: Wake County Public Schools Child Nutrition Services Department, Attention: CNS Budget Analyst, 1551 Rock Quarry Road, Raleigh, NC 27610. **CNS will not remit payment until all issues regarding each invoice are resolved.**

DEADLINE FOR PROPOSAL SUBMITTAL

Proposals are due no later than August 14, 2024 at 2:00 PM ET. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the IFB shall be answered per aforementioned instructions.

ATTACHMENTS:

- _____ Exhibit A: WCPSS Vendor Form
- _____ Exhibit B: Insurance
- _____ Exhibit C: Historically Underutilized Business (HUB) Certification Form
- _____ Exhibit D: Uniform Guidance
- _____ Exhibit E: Additional Company Information & Sworn Statement of Understanding (Notarized) Form
- _____ Exhibit F: Certification for Contracts, Grants, Loans, & Agreements Lobbying Form
- _____ Exhibit G: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form
- _____ Exhibit H: Instructions for Certification Form
- _____ Exhibit I: Lunsford Act – Sex Offender and Public Protection Program Form

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. **LUNS福德 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).

30. INSURANCE:

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

| | |
|-------------------------------------|-------------|
| | Occurrence: |
| a. General Aggregate | \$2,000,000 |
| b. Premises Operations | \$1,000,000 |
| c. Personal & Advertising Injury | \$1,000,000 |
| d. Medical Expense (any one person) | \$5,000 |
2. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired, and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$2,000,000; and \$2,000 medical payments.
3. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.
 - a. Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.
 - b. Part B: Employer's Liability:
 - c. Bodily Injury by Accident: \$500,000 each accident
 - d. Bodily Injury by Disease: \$500,000 each employee
 - e. Bodily Injury by Disease: \$500,000 Policy Limit
4. **Professional Liability Insurance (PL)/Errors and Omissions (E&O)** – Required for any services involving professional services such as architectural and or engineering services. May include malpractice insurance if medical or mental health services are provided. Minimum Limit requirements \$1,000,000
5. **Sexual Misconduct Insurance (SML)/Sexual Abuse/Molestation** - Required for any provider services when alone with students. Covers allegations of sexual abuse by policyholder and those employed by them, whether founded or unfounded. Minimum Limit requirements 1,000,000.
6. **Cyber Liability:** Required for any activity involving personal identifiable information or software applications. Minimum Limit requirements \$1,000,000 up to \$5,000,000.
7. 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.
8. **Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability.

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

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

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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

VENDOR INFORMATION SHEET

Company Name (include dba): _____

Phone number: _____ Fax: _____ E-mail: _____

Contact: _____

Corporate Office Address: _____

Wake County Office Address (if different from Corporate): _____

Web Address: _____

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

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

Insurance Contact: _____ Phone: _____

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

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

EXHIBIT A: Must be included in RFP Packet

**Wake County Public School System
Vendor Information Form**

Please complete and return as soon as possible. We have a request to issue a purchase order or check to you and we need the vendor form in order to process the request.

ORDER ADDRESS: _____

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

PAY ADDRESS (IF DIFFERENT FROM ORDER ADDRESS):

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE #: (____) _____ **FAX#:** (____) _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID #: ____ - ____ - ____ - ____ - ____ **OR**

SOCIAL SECURITY #: ____ - ____ - ____ - ____ - ____ - ____

(YOU MUST PROVIDE US A TAXPAYER ID # (EITHER SS# OR FEDERAL ID #) IN ORDER TO RECEIVE PAYMENT)

1. **Name(s) of Owner(s) of Company:** _____

2. **Are any owners in #1 related to any employee of Wake County Public School System?** Yes ____ No ____

3. **If your answer to #2 above is Yes:** _____

Owner Name

| WCPSS Employee | Position/Dept. Employed | Relationship |
|----------------|-------------------------|--------------|
| | | |

4. **Is your company incorporated?** Yes ____ No ____

5. **Invoice payment terms?** Net 30 ____ 1% 10 Net 30 ____ 2% 10 Net 30 ____ Other ____

6. **Is your company a vendor of any N.C. Department of Administration Division of Purchase and Contract certification?** Yes ____ No ____ Not Sure ____

7. This firm certifies that it is a: Woman Owned_____ Minority Owned_____ Disabled Owned_____

(NOTE: TO QUALIFY FOR W/M/D STATUS, 51% OF THE COMPANY MUST BE OWNED AND CONTROLLED BY A WOMAN, MINORITY, OR DISABLED INDIVIDUAL)

8. Are you a supplier of: goods_____ OR a service provider_____

9. Are you a government agency? Yes_____ No_____

10. Do you receive retirement income from the N.C. Retirement System? Yes_____ No_____

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: _____

Identification of Historically Underutilized Business Participation

Bid / Solicitation Number: _____

Bid / Solicitation Description: _____

I, _____
(Name of Bidder)

do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors, or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers: _____

Bidder's HUB Certification Status: HUB Certified? Yes No

| Sub-Contract HUB Firm Name, Address and Phone # | Type of Work | \$ Amount* | HUB Category** |
|--|--------------|------------|-------------------|
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* HUB Certification with the NC HUB Office required to be counted toward state participation goals.

Minority categories: Black / African American (B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**), Disabled Business Enterprise (**DBE**), Nonprofit Work Center for the Blind and Severely Disabled (**NPWC**)

Total value of Certified HUB sub-contracting will be (\$)_____.

Total Bid Amount (\$): _____

HUB Participation Percentage: Total value of Certified HUB sub-contracting = _____%

UNIFORM GUIDANCE

The Contractor is notified that this project may be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, 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.

Remedies for Breach

When federal funds are expended by **Wake County Board of Education (the School System)**, the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Termination for cause and for convenience by the School System

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Compliance with Solid Waste Disposal Act

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

Domestic Preference

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Records Retention Requirements

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Certification of Non-Collusion Statement

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Prohibition on Gifts

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee, or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

EXHIBIT E: Must be included in RFP Packet

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
ADDITIONAL COMPANY INFORMATION**

Company Name (Please Print)

Contract Person Information:

If contact person or mailing address is different from the Authorized Representative on Form A, please specify below.

Mailing Address: _____

Contract Person _____

Position or Title of Contact Person _____

Phone Number of Contact Person _____

Fax Number of Contact Person _____

Email Address of Contact Person _____

SWORN STATEMENT OF UNDERSTANDING

I, _____, being duly sworn depose and say that I have reviewed the foregoing document and the same is true and accurate of my own personal knowledge except those matters set forth on information and belief and as to those I also believe them to be true.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

Sworn to and subscribed before me this _____ day of _____, 20____

_____, Notary public, My commission expires: _____

EXHIBIT F: Must be included in RFP Packet

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND AGREEMENTS
LOBBYING**

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
2. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any WCPSS agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or WCPSS agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or WCPSS agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
4. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and WCPSS agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

EXHIBIT G: Must be included in RFP Packet

United States Department of Agriculture (USDA)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

EXHIBIT H: Must be included in RFP Packet

WAKE COUNTY PUBLIC SCHOOL SYSTEM

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

Form AD-1048 (2/89)

The WCPSS will assume that you will service WCPSS as listed (current and potential) unless you designate otherwise. REMINDER: You can cite exceptions to the terms and conditions on your "Deviation/Compliance Form" to control additional freight to members.

Please sign below to indicate that you understand your service commitments during the term of this contract.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

EXHIBIT I: Must be included in RFP Packet

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
LUNS福德 ACT – SEX OFFENDER & PUBLIC PROTECTION PROGRAM**

The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS. The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on WCPSS property or at WCPSS events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, which indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. WCPSS reserves the right to prohibit any individual employee of Vendor from providing services on WCPSS property or at WCPSS events if WCPSS determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature