




Memorandum from Purchasing Department
Letter of Instruction for RFP #251-27-96

To: Prospective Parties

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

- **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 proposal that does not meet these minimum requirements.**
- **Prior to submitting and executing a proposal, please make sure you have thoroughly reviewed and fully understand the terms and conditions referenced herein. All proposals submitted in response to this solicitation are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of any other terms and conditions or other documents as part of an offeror's response shall constitute sufficient grounds for rejection of the proposal without further consideration. This includes any subsequent contract resulting from this solicitation. The attachment of any other terms and conditions by the Offeror will not be considered. By execution and submission of a proposal, the Offeror expressly acknowledges, accepts, and agrees to be bound by all terms and conditions set forth herein without exception or qualification.**
- **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 RFP PROCESS. All questions should be directed to bids-mcalvert@wcpss.net**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Vendors shall submit one (1) signed original executed proposal response and one (1) electronic copy on a flash drive (emails NOT accepted) of proposal in the same sealed envelope to the address identified below.**
- **Clearly mark each package with (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If the Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**
- **Include a copy of IRS Form W-9 along with WCPSS Vendor Information Form (Attachment A).**
- **Before submitting a bid, Vendor must register with North Carolina eVP. There is NO COST to register. Additional information can be found at <https://eprocurement.nc.gov/registering-evp/download?attachment>.**

	Request for Proposal #251-27-96	
	PROPOSALS WILL BE PUBLICLY OPENED April 24, 2026 @ 2:00 PM	
1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	CONTRACT TYPE: AGENCY SPECIFIC TERM CONTRACT	
Refer ALL Inquiries to: Marcella Calvert Telephone No: 919-588-3457	COMMODITY: 861317 DRIVER EDUCATION PROGRAM SERVICES	
E-Mail: bids-mcalvert@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

NOTICE TO VENDORS

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Proposals submitted via email in response to this Invitation for Proposals will not be acceptable. Proposals are subject to rejection unless submitted on this form.

EXECUTION

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

Failure to execute/sign proposal prior to submittal shall render bid invalid. Original signature required. Digital signatures are unacceptable. Late proposals are not acceptable.

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

Offer valid for 60 days from date of proposal opening unless otherwise stated here: _____ days.

Submit **one (1) signed, original executed** proposal response, including all attachments, and one (1) electronic copy on a flash drive (emails will not be accepted) of your proposal simultaneously to the address identified below. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If the Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

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

<u>DELIVER TO:</u>
PROPOSAL NO. RFP 251-27-96
Wake County Public School System
Purchasing Department, Building F
1551 Rock Quarry Road
Raleigh, NC 27610

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements, and specifications of this RFP before submitting bids. Failure to do so will be at the bidder's own risk. The law makes no allowance for errors or omission or commission on the part of the bidders; furthermore, the bidder cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFP.

Bidder presence is not required at the bid opening, and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. Recaps of the details of the bids received will be available to any interested party upon WRITTEN request. The form and content of the bid recaps will be at the sole discretion of WCPSS. They may be in electronic form.

RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	WCPSS	4/10/2026
Submit Written Questions	Vendor	4/15/2026 by 2:00 PM
Provide Responses to Questions	WCPSS	4/20/2026 by End of Business
Submit Proposals	Vendor	4/24/2026 by 2:00 PM

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to bids-mcalvert@wcpss.net by the date and time specified above. Vendors should enter "RFP #251-27-92 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

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

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

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1.0 BACKGROUND AND PROJECT OBJECTIVES

For informational 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 192 schools serving a student population of approximately 162,000. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

- The Wake County Public School System (WCPSS) seeks providers that will provide a program of driver education at the public high schools of Wake County for all physically and mentally qualified.

2.0 TERMINOLOGY

2.1 Definitions

- 2.1.1 The proposing firm will be referred to throughout this document as VENDOR or CONTRACTOR.
- 2.1.2 The scope of work defined in this Request for Proposal (RFP) shall be referred to as the PROJECT.
- 2.1.3 Deliverables shall include all pricing information and required attachments.

3.0 SCOPE OF WORK

3.1 CONTRACTOR REQUIREMENTS

- 3.1.1 Vendor must be licensed by the North Carolina Division of Motor Vehicles (hereafter “DMV”) as a commercial driving school pursuant to G.S.20-320. et seq. at the time its bid is submitted.
- 3.1.2 Vendor must demonstrate effective results for a minimum of three years as a Driver Education Contractor serving student drivers and demonstrate the capacity to serve at least 14,000 students.
- 3.1.3 Contractor must provide required professional development and instructor training for all instructors. Instructors are required to earn 60 hours of driver’s education professional development in a five-year period to remain certified with NC DMV. This may include in-

service training as well as conferences including the N.C. Driver & Traffic Safety Education Association (NCDTSEA) state and the Southeast Region American Driver & Traffic Safety Educational Association (SERA ADTSEA) regional conferences. This training is related to instructors seeking CEU's for recertification of their driver education credentials.

3.2 ORAL PRESENTATIONS

A vendor who submits a proposal in response to the RFP may be required to give an oral presentation and/or clarification of his/her proposal to WCPSS. This will provide an opportunity for the vendor to clarify his/her proposal but will in no way permit changes to the vendor's original proposal. The cost of preparing for and attending the meeting will be at the vendor's expense. WCPSS will schedule the time and location of each such presentation if WCPSS determines that an oral presentation is necessary.

3.3 SPECIFICATIONS

Under WCPSS supervision, the Contractor shall administer a program of driver education that complies in every respect with the provisions of the Motor Vehicle Laws of North Carolina, Article 14, General Statutes 20 – 320 through 20 – 339, and is subject to all rules and regulations of the N.C. Division of Motor Vehicles and approved by the N.C. Department of Public Instruction. In accordance with such law, the Contractor agrees to administer a program which meets the following standards and requirements.

Contractors shall initial understanding and acceptance of each of the following specifications.

1. Driver Training Program

In accordance with criteria and standards approved by the N.C. State Board of Education (SBE), the Contractor shall provide a program of driver education at the public high schools of Wake County for all physically and mentally qualified persons who (a) are older than fourteen (14) years and six (6) months, (b) are approved by the principal of the school, pursuant to the rules adopted by SBE, (c) are enrolled in a public or private high school of Wake County, and (d) have not previously enrolled in the program. The approximate number of eligible students (including special education students) in Wake County is 14,000. The vast majority of these students are based at the 36 high schools, which are located throughout Wake County. The Contractor shall implement the WCPSS driver education curriculum approved by the N.C. Department of Public Instruction (DPI).

At a minimum, the driver education curriculum shall include (1) instruction on the rights and privileges of the handicapped and the signs and symbols used to assist the handicapped relative to motor vehicles, including the "international symbol of accessibility" and other symbols and devices as provided in Article 2A of Chapter 20 of the General Statutes; (2) at least six hours of instruction on the offense of driving while impaired and related subjects; (3) at least six hours of actual driving experience. (To the extent practicable, this experience may include at least one hour of instruction on the techniques of defensive driving.); (4) at least one hour of motorcycle safety awareness training; (5) instruction on law enforcement procedures for traffic stops that is developed in consultation with the State Highway Patrol, the North Carolina Sheriff's Association, and the North Carolina Association of Chiefs of Police. (This instruction shall provide a description of the actions that a motorist should take during a traffic stop, including appropriate interactions with law enforcement officers.)

Classroom instruction will use the technology-based Driver Education Program selected by WCPSS at all schools. The Contractor shall provide at least one driver education instructor at each high school who will teach the technology-based driver education program. Students enrolled in the program covered by this agreement will be taught pursuant to the applicable statutes of Article 14 of the Motor Vehicle Laws of the State of North Carolina, consisting of thirty (30) hours of classroom instruction and six (6) hours of behind-the-wheel training.

The provider must submit a written proposal demonstrating the ability to serve at least 14,000 students through classroom instruction and at least 11,000 students through behind-the-wheel training each month. This is an absolute requirement, and the methodology must be submitted.

Vendor acknowledgement _____

2. Office Space

The Contractor shall provide sufficient office space for conducting business related to this contract including, but not limited to:

- Staff available to support program operations during normal business days between 9:00 AM and 5:00 PM ET. An after-hours answering system must be available for students and parents/guardians. A dedicated Account Manager must be readily available to support the program during non-business hours.
- A secure facility for parking school system owned vehicles, while not in use.
- Secured storage of all student records (hard copy or electronic) required for the operation of this contract and in accordance with WCPSS's Student Records Policy (Policy 4700).

Vendor acknowledgement _____

3. Training Program for Special Education Students

The Contractor shall provide a driver training program for all eligible special education students enrolled. Special education students are defined as those needing additional equipment and/or modification of the prescribed course. The Contractor will provide the required equipment and/or make necessary modification to train special education students. In the event that special education instructional personnel are required to meet the specific requirements of an individual student, the Contractor will provide notice to the school system with a quote for the additional costs and seek prior approval for costs in excess of the regular DE student rate.

Vendor acknowledgement _____

4. Instruction

- A. The Contractor shall employ driver education instructors who are certified by SBE in driver education or who meet the requirements established by the SBE and North Carolina Division of Motor Vehicles (DMV) for noncertified status and who, to the satisfaction of WCPSS and the Contractor are competent to train WCPSS students. WCPSS strongly prefers SBE-certified teachers with experience as driver education instructors. The Contractor shall state the number of instructors to be provided with years of experience as a certified driver education instructor. Prior to contract execution (if selected), the Contractor must provide the list of instructors to be used for the WCPSS Driver Education Program Services, along with any information needed to perform background checks as provided herein. Contractor must also provide a list of all driver education instructors, including years of experience and any SBE/DMV certifications, at the time bids are submitted. If Contractor believes that additional driver education instructors will be needed to fully serve WCPSS's needs, it may include a detailed plan for recruiting, training, and certifying additional driver education instructors prior to commencement of work, which WCPSS may consider at its discretion. However, WCPSS reserves the right to base a contract award decision on the numbers of drivers available to Vendor at the time bids are submitted.

Vendor acknowledgement _____

- B. No driver instructor will be allowed to provide behind-the-wheel instruction to any WCPSS student until sex offender registry checks and criminal background checks have been performed. To facilitate such checks, Vendor shall provide WCPSS with the following information about each driver instructor it would like to provide behind-the-wheel instruction: name and birth date as they appear on the instructor's NC driver's license, NC driver's license number, and NC driver's license expiration date.

Vendor acknowledgement _____

5. Instructor Observation

The Contractor shall allow an authorized representative of the DMV and/or WCPSS to monitor instruction in either or both the classroom and behind-the-wheel. The frequency and duration of such

observations will be at the discretion of WCPSS.

Vendor acknowledgement _____

6. Technology-Based Driver Education Software, Textbooks, and Materials

- A. WCPSS agrees to provide technology-based Driver Education software, textbooks, and materials necessary for implementation of the curriculum to all eligible students. Students will be required to pay for damaged and/or lost instructional material before receiving their North Carolina Driver Education Certificate.
- B. The contractor will use the technology-based driver education software, and the textbooks and materials associated with this software, selected by WCPSS.

Vendor acknowledgement _____

7. Monitoring and Auditing

The Contractor shall cooperate with WCPSS, or with any other person or agency as directed by WCPSS, in monitoring, auditing, or investigating activities related to this Contract. The Contractor shall permit WCPSS to evaluate all activities conducted under this contract as dictated by WCPSS. The Contractor shall provide auditors retained by WCPSS with access to any records and files related to the provision of services under this Contract. WCPSS agrees that its auditors will maintain the confidentiality of any trade secrets of Contractor accessed during an audit conducted under this Contract.

Vendor acknowledgement _____

8. Records and Confidentiality of Student Information

The Contractor that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System’s policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of the Contractor and must be approved by WCPSS as an authorized individual who needs to access the student information in order to discharge professional responsibilities that would otherwise be performed by WCPSS staff. Provider shall not forward to any person other than parent, or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student’s identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. All confidential student records and personally identifiable information contained in such records shall remain at all times under the control of WCPSS. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

Vendor acknowledgement _____

9. Lunsford Act/Criminal Background Checks

Contractor also acknowledges that G.S. § 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. Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors (“contractual personnel”) who will interact with students, including remote interaction, or engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the

United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. 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 Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. In addition, Provider shall promptly notify the School System if Provider becomes aware that any contractual personnel identified on a current Sexual Offender Registry Check Certification Form is subsequently charged with or convicted of a crime that would require the contractual personnel to register as a sex offender under Article 27A of Chapter 14 of the General Statutes. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. 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. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the school system to perform a criminal background check on each individual at the School System's expense. 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 Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System 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, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

Vendor acknowledgement _____

10. Relationship of Parties

The Contractor shall be an Independent Contractor of WCPSS, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Contractor be construed as an employee, agent, or principal of WCPSS.

Vendor acknowledgement _____

11. Compliance with Applicable Laws

Contractor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Contractor shall not employ any individuals to provide services to WCPSS who are not authorized by federal law to work in the United States.

Vendor acknowledgement _____

12. Applicable WCPSS Policies

Provider acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related policies can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.

Vendor acknowledgement _____

13. Assignment

The Contractor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of WCPSS.

Vendor acknowledgement _____

14. Contract Modifications

This contract may be amended only by written amendments duly executed by and between WCPSS and the Contractor.

Vendor acknowledgement _____

15. North Carolina Law

North Carolina law will govern the interpretation and construction of the Contract.

Vendor acknowledgement _____

16. Compliance with Other Requirements

The Contractor shall comply with, and continue to comply with, all DMV and NCDPI requirements pertaining to the driver education program.

Vendor acknowledgement _____

17. Program Planning

The Contractor shall be responsible for program planning including but not limited to student registration, schedules, parent notifications, records, reports, issuing of certificates and program coordination with WCPSS personnel.

Vendor acknowledgement _____

18. Lead Teacher

The Contractor shall provide a lead teacher at each high school for the purpose of coordinating the driver-training program with WCPSS.

Vendor acknowledgement _____

19. Types of Programs

The Contractor and WCPSS shall make driver education available to all eligible students in three distinct programs, (a) after school, (b) Saturdays, and (c) summer. The Contractor and WCPSS will agree upon starting and ending times for each program phase. The behind-the-wheel training times may include, but are not limited to, after school until 9:00 PM ET, Saturdays from 7:00 AM to 9:00 PM ET, before the regular school day and any other times agreeable to the Contractor, WCPSS and student. **NOTE:**

Simulators may not be used for classroom or behind-the-wheel instruction.

Vendor acknowledgement _____

20. Class Size

The Contractor shall schedule two students per vehicle for behind-the-wheel instruction unless a different number is otherwise agreed upon by both WCPSS and contractor in very certain circumstances. The Contractor shall maintain a maximum class size of forty (40) students for classroom instruction.

Vendor acknowledgement _____

21. Proficiency Test

The Contractor shall comply with DPI, DMV, and WCPSS regulations and policies concerning proficiency testing.

Vendor acknowledgement _____

22. Administrative Code

The Contractor and WCPSS shall honor any applicable changes to the North Carolina General Statutes, North Carolina Administrative Code, and/or North Carolina State Board of Education policies made at any time during the term of the contract. Both parties must report these changes and comply within timeframe designated. To the extent of any change in the applicable statutes, Administrative Code, or State Board of Education Policies render some term in this RFP or in the Contractor’s contract with WCPSS invalid, such term shall be deemed inoperative to the extent of the conflict but shall otherwise remain in full force and effect.

Vendor acknowledgement _____

23. Workers’ Compensation

The Contractor shall maintain such insurance as will protect them from claims under Worker’s Compensation Insurance Acts which may arise from activities under this Agreement as noted in Section 23 of the attached Terms & Conditions. WCPSS shall be furnished with a certificate of workers’ compensation insurance with agreement to provide WCPSS with a minimum of thirty (30) days’ notice prior to any termination or modification of coverage.

Vendor acknowledgement _____

24. Accident Reporting

In the event of an accident involving a student enrolled in this program, or a car operated by the Contractor while performing the obligations under this agreement, the Contractor shall report said accident immediately to law enforcement and to the Senior Administrator for Driver Education. As soon as possible, the Senior Administrator of Driver Education will contact the school principal and WCPSS Risk Management. A written accident report, accident information exchange form and photographs of damaged property shall be filed with WCPSS Risk Management within 24 hours of the accident. The Contractor and its employee will cooperate fully with WCPSS Risk Management, other WCPSS officials, and WCPSS insurance company’s representative in the accident investigation. There will be no additional cost for providing the required assistance.

Vendor acknowledgement _____

25. Solicitation of Additional Behind-The-Wheel Driver Education

The Contractor agrees to refrain from solicitation of students and/or relatives of students to enroll in or purchase behind-the-wheel driver education services or any service products other than those provided by the agreement.

Vendor acknowledgement _____

26. Paperwork

The contractor agrees to complete and turn in all paperwork required by WCPSS and/or state authorities on a monthly basis and upon request of WCPSS staff.

Vendor acknowledgement _____

27. Vehicles

All vehicles used in this program will be provided by WCPSS and will meet all requirements of DMV. Each vehicle shall be equipped with an automatic transmission and dual-controlled brakes. The WCPSS will provide a maximum of 89 vehicles, 10 spares and 1 handicapped vehicle. WCPSS staff shall periodically inspect driver education vehicles to ensure that standards for safe operations are not compromised. Vehicles may only be driven for business purposes, associated with the operations of the program. Business purposes shall include only use of the vehicle for behind-the-wheel instruction, driving to the first appointment of the day, driving to refuel the vehicle or seek any necessary maintenance from WCPSS staff during assigned work hours, and returning from the last appointment of the day to the place designated by WCPSS for vehicle storage.

The Contractor shall be responsible for:

- Providing gasoline.
- Maintaining a clean vehicle interior and exterior.
- Servicing cars at the WCPSS garage every 5,000 miles.
- Performing an operational inspection prior to each day's use and reporting any maintenance discrepancies to the Contractor Manager for resolution.
- Completing the WCPSS Vehicle Inspection Checklist monthly.
- Completing a WCPSS Vehicle Inspection Summary Sheet quarterly.
- Reporting any concerns with the safety or proper functioning of the vehicle immediately to the Senior Administrator for Driver Education.
- Otherwise using the vehicle safely, responsibly, and only for reasons expressly authorized in this RFP.

Vendor acknowledgement _____

28. Use of Classrooms

WCPSS shall provide the required number of classrooms at the appropriate sites for classroom training. Number of classrooms and location to be mutually agreed upon by WCPSS and the Contractor. The Contractor shall provide a minimum of thirty (30) students per classroom unless smaller class is authorized by mutual agreement between the Contractor and the WCPSS Senior Administrator for Driver Education.

Vendor acknowledgement _____

29. Students Failing Driver Education

Students who fail the driver education course will not be allowed to enroll again except for extenuating circumstances (to be determined by the principal). The Contractor is responsible for informing students and parents of this regulation.

Vendor acknowledgement _____

30. Assignments

The obligation of the Contractor under this Agreement is not assignable (may not be subcontracted) by the Contractor, either in whole or in part, without the prior written consent of WCPSS.

Vendor acknowledgement _____

31. Insurance

Please see Exhibit B: "Insurance Requirements" with highlighted requirements for Driver Education.

Vendor acknowledgement _____

32. Hold Harmless

The Contractor agrees to hold harmless from all liability and indemnify the WCPSS, its officers and employees against every claim or demand which may be made against the WCPSS, its officers or employees or students, resulting from or arising out of the Contractor's own operations of any WCPSS driver education vehicle other than at times when a Contractor's driver education instructor is providing direct instruction to student drivers in the vehicle as set forth in this Agreement.

Vendor acknowledgement _____

33. Independent Contractor

The Contractor, in the performance of this agreement, shall be and act as an independent contractor and its officers, employees and agent shall not be considered officers, and employees or agent of WCPSS, and nothing herein shall be construed as creating a partnership or joint venture. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the driver education program. This shall include, but not be limited to, management, clerical assistance, instructors, and coordinators. Vendor shall provide employment of all instructors, both for classroom and BTW (up to 80 BTW and 25 classroom instructors).

Vendor acknowledgement _____

34. Payment Procedure for Eligible Students

The WCPSS shall pay the contractor as full compensation for any and all services rendered by the Contractor pursuant to the terms and conditions of this agreement.

The billing procedure to the WCPSS will be determined before the program begins. The Contractor shall provide the WCPSS an itemized invoice for services rendered on a monthly basis. WCPSS will render payment within twenty (20) days of receipt of billing invoice. No prepayment will be made. Other necessary specifics regarding the billing process will be agreed upon between the contractor and WCPSS.

Vendor acknowledgement _____

35. Collecting Driver Education Fee

On behalf of WCPSS, the contractor will collect student fees (\$65) for driver education in accordance with the following: For online payment through Online School Payments (OSP), the contractor will receive \$63.20 per student and OSP will receive \$1.80. For walk-ins, the contractor will receive \$63.20 per student and a \$1.80 administrative fee. WCPSS will pay the contractor the difference between the cost of services for “Student completed for classroom instruction” and the \$63.20 the contractor receives per student when collecting the driver education fee.

Vendor acknowledgement _____

36. Termination of Agreement for Default Payment Procedure for Eligible Students

On behalf of WCPSS, the contractor will collect student fees (\$65) for driver education in accordance with the following: For online payment through Online School Payments (OSP), the contractor will receive \$63.20 per student and OSP will receive \$1.80. For walk-ins, the contractor will receive \$63.20 per student and a \$1.80 administrative fee. WCPSS will pay the contractor the difference between the cost of services for “Student completed for classroom instruction” and the \$63.20 the contractor receives per student when collecting the driver education fee.

Vendor acknowledgement _____

37. Term of Agreement

This agreement shall be in full force and effect for the period commencing July 1, 2026, and ending June 30, 2027, unless terminated earlier as herein provided. This agreement may be renewed for two consecutive one-year terms if each contracting party mutually agrees to the renewals. Any cost-of-service increase in subsequent years must be declared six (6) months prior to the end of the school year, at which time WCPSS will decide to renew or rebid.

Vendor acknowledgement _____

38. Bid – Cost Statement

The Contractor will include as part of the bid proposal, a completed “Bid Sheet, Driver Education Service,” (Page 12).

Vendor acknowledgement _____

BID SHEET
DRIVER EDUCATION SERVICE

COST OF SERVICE

- A. \$ _____/Student completed for classroom instruction only.

- B. \$ _____/Student completed for behind-the-wheel training only.

- C. \$ _____/Student completed for classroom instruction and behind-the-wheel training

PROFESSIONAL DEVELOPMENT: Vendors are responsible for all employee-related expenses associated with continuing education and professional development.

CONTRACTOR INFORMATION SHEET

Contractor's Name _____

Federal I.D. No. or Social Security No. _____

Contractor's Telephone No. _____

Date Firm Established _____

Service Experience (Years) _____

Name of individual authorized to answer questions concerning the information contained herein:

Name _____

Telephone No. _____

Facsimile No. _____

Name of Designated Management Person to Contact after Award of Contract:

1) Name the three (3) largest school systems serviced by your firm:

District: _____ Numbers Serviced: _____ BTW Yrs. Exp: _____

District: _____ Numbers Serviced: _____ BTW Yrs. Exp: _____

District: _____ Numbers Serviced: _____ BTW Yrs. Exp: _____

2) Number of driver education students trained annually.

(a) 2020 _____

(b) 2021 _____

(c) 2022 _____

(d) 2023 _____

(e) 2024 _____

(f) 2025 _____

3) Number of a) DPI certified instructors; b) DPI certified with DMV endorsement; or c) DMV certified instructors (No DPI certification) employed:

a) Currently (A) _____ (B) _____ (C) _____

b) Number available to assign to WCPSS at this time: (A) _____ (B) _____ (C) _____

c) Date by which necessary number of certified instructors would be available to instruct number of students on which you bid if not now available: _____

4) What salary do you pay instructors:

- DPI certified _____
- DPI certified with DMV endorsement _____
- DMV certified instructors _____

Do you pay differently according to the LEAs that you are providing services for?

If so, provide payment scale for those LEAs.

5) Is your driving school currently licensed with DMV? YES _____ NO _____

If yes, please provide a copy of certification. If no, please explain:

6) Do you have insurance in the type and amounts required by the bid? YES _____ NO _____

7) If awarded the bid, how long will it take your firm to organize and be prepared to begin Driver Education? You must demonstrate your ability to be fully staffed and capable of beginning on the approved start date.

(Attach methodology)

Instruction to WCPSS? _____ Weeks

For the following questions, please submit response in essay form. If this is included in contractor's bid, please reference the appropriate page numbers, or otherwise identify the bid pages where the information can be found on the lines below:

8) How does your firm plan to provide and manage the required classroom and behind-the-wheel instruction for the Driver Education Program? If this was included in your bid, you may reference the appropriate page numbers or otherwise identify the bid pages. Submit response in essay form and attach to your bid.

Information located on _____

9) Describe your office operations and office staffing to maintain a quality Driver Education Program in the Wake County Public School System.

Information located on _____

10) Please describe your use of technology for your Driver Education program.

Information located on _____

11) Please list the counties utilizing the technology provided by your Driver Education program and contacts (lead teachers) with these counties that can explain the technology.

Information located on _____

12) What innovative instructional programs and techniques have you incorporated into your course of study in the schools currently under contract?

Information located on _____

13) Explain the staff development plan for your instructional staff.

Information located on _____

14) List ways you presently communicate with the schools and communities where you currently hold contracts.

Information located on _____

15) Provide a copy of your company's Employment Policy Manual including equal employment opportunities, orientation of employees, recruitment, and selection, hiring procedure, criminal records check, retention and promotion, dismissal, retirement, resignation, standards of conduct, drug-free and tobacco free environment, prohibited conduct on school property, conduct of employees toward students, and sexual harassment.

Information located on _____

16) Describe the process your company will use in collecting the \$65 fee and the procedures you will follow.

Information located on _____

CONTRACTED SERVICES (2026-2027)

Fill out this form listing all school systems in North Carolina with which your company has contracted to provide Driver Education for any time period since 2025. If there are school systems you contracted with since 2022 but are no longer providing services, please provide an explanation. Please justify the differences in cost from system to system, if any. Duplicate this form as needed.

District _____

Contact Person _____ **Telephone** _____

Year	Number of Students		Number of Instructors		Cost of Service	
	CL	BTW	CL	BTW	CL	BTW
2022						
2023						
2024						
2025						

Explanation and Justification: _____

District _____

Contact Person _____ **Telephone** _____

Year	Number of Students		Number of Instructors		Cost of Service	
	CL	BTW	CL	BTW	CL	BTW
2022						
2023						
2024						
2025						

Explanation and Justification: _____

4.0 **Additional Qualifications**

- 4.1 **THE VENDOR shall be licensed and approved to do business in the State of North Carolina. Vendors are required to be registered with the NC Secretary of State and cannot be suspended, administratively dismissed, etc.**
- 4.2 Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- 4.3 Vendors 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>

PROPOSAL EVALUATION

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. According to Title 16 NCAC 06E.0303 (North Carolina Administrative Code on Driver Education Contracts) "Contracts shall be awarded on a competitive basis through requests for proposals to contract. Local boards of education shall establish the process for soliciting proposals, the number of proposals required, and the time and place for receiving and opening proposals. In addition, local boards of education shall determine whether bid bonds or performance bonds shall be required. Decisions to award contracts shall be based on quality, safety, costs, and such other reasonable factors as local boards of education may establish."

WCPSS will award a contract to the vendor offering the most functionally suitable program for WCPSS based on the following considerations: (1) cost; (2) safety; (3) reliability; (4) quality of services; (5) ability to operate effectively in the WCPSS environment; and (6) qualitative and/or quantitative assessments of overall costs and benefits. Contractor should note that cost is only one element of consideration, that all factors will be weighed and considered holistically, and that no individual factor will be determinative. The successful vendor will have met all of the General Conditions and Special Requirements and Provisions of the RFP, as well as addressing and meeting all of the Specifications of the RFP.

All proposals will be evaluated according to criteria set forth in the entirety of the RFP. The award of a contract or contracts does not mean that the other proposals lacked merit; rather, it means that the selected proposal was deemed to provide the best overall value to WCPSS in light of the factors set out here.

Vendors are cautioned that this is a Request for Proposal, not a request to contract. WCPSS reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the WCPSS.

Proposals will be evaluated by a committee of WCPSS staff, who will make a recommendation to the WCPSS Superintendent. If satisfied with the recommendation presented, the Superintendent will recommend a contract award to the Board of Education. Only the Board of Education will have authority to approve an actual contract.

WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors for a contract award. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review, except with regard to the bid protest procedures described 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 proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

6.0 **REQUIRED SUBMITTALS**

6.1 The Vendor submitted a copy of the entire proposal, including the attached documents:

- Complete copy of bid, including signed execution (page 2)
- Contractor Information Sheet and Responses to Questions (page 14-16)
- List of Driver Education Instructors (page 17)
- Contracted Services Form (page 18)
- Copy of Certificate of Insurance
- Customer References (page 21)
- Attachment A (page 30)
- Attachment C (page 31)

7.0 **DEADLINE FOR PROPOSAL SUBMITTAL**

7.1 Sealed proposals are due no later than **Friday, April 24, 2026 at 2:00 PM ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline. Questions regarding the RFP shall be answered per aforementioned instructions.

CUSTOMER REFERENCES

Vendors shall provide at least three references, preferably for similar size and scope projects, for which comparable services and supplies have been provided. Vendors that have been or are currently under contract with WCPSS may not use WCPSS as a reference to meet this requirement.

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	

ATTACHMENTS**ATTACHMENT 8.1****TERMS & CONDITIONS**

AWARD OF CONTRACT: CONTRACT : WCPSS anticipates awarding this contract to a single vendor for the sake of administrative convenience and consistency throughout the district. The right is reserved, however, to make awards to multiple vendors, if such approach is deemed advantageous to WCPSS in WCPSS's sole discretion. Vendors should show any required unit prices but are requested also to offer a lump sum price where appropriate.

RFP EVALUATION: Proposals are requested for the services in the RFP. Wake County Public School System reserves the right to reject any proposal for any lawful reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

DEVIATIONS: Any deviation from specifications and requirements herein must be clearly pointed out by vendor. Otherwise, it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendor will be held responsible, therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

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

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION: During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, 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 proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal 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). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Debra Wallace at dwallace2@wcpss.net.

TERMS AND CONDITIONS (cont'd)

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:** 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 refuses 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 no 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:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - 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

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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).

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

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

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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.

Adopted: April 5, 2022

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.

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.

[S:\Purchasing\All Access\Vendor Information Form - WCPSS.docx](#)

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 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 meets the above criteria.

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

Vendor Signature: _____

Print Name: _____

Date: _____

CONTRACT PROVISIONS REGARDING THE USE OF FEDERAL FUNDS

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 or 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 of 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.