




Memorandum From Purchasing Department
Letter of Instruction for RFP #251-27-103

To: Prospective Parties

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

- All submittals must be organized and indexed according to the order of the 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 the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- 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. If you have questions concerning this information, please direct all questions to Marcella Calvert at bids-mcalvert@wcpss.net.
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal, the Offeror agrees not to use the results therefrom as part of any news release or commercial advertising.
- **Submit one (1) signed, original response via electronic Vendor Portal (eVP) by the specified time and date of opening. Vendor shall bear all risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, or local power outages. Vendor must include all the pages of this solicitation in their response. Inability by WCPSS to open the Vendor's files may result in the offer(s) being rejected as non-responsive.**
- **Questions or issues related to using the eVP Ariba Sourcing Tool can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.**
- Offerors are cautioned that responses will be deemed nonresponsive if they do not include all required information and submittals as requested.
- Offerors shall not be debarred from doing business with Wake County, North Carolina, or the federal government. Offeror shall disclose any debarment or UCC lien.
- The award and subsequent contract for these services is not subject to the use of federal funding and cannot be used for purchases as such. In the event federal funding is required for this service at a later date, the district will solicit new proposals with federal funding requirements and regulations and issue an award for those services only.
- WCPSS publicly advertises proposal solicitations on the following sites: **NC eVP** <https://evp.nc.gov/solicitations/> **WCPSS Purchasing** <http://www.wcpss.net/domain/101> and **NC Historically Underutilized Businesses** <https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-bid-opportunities-hub>. Please review these sites for updates and amendments during the proposal time frame.
- All communication shall be in written form (email) and directed to the buyer of record identified within this document. Deviations from this may subject your response to disqualification.

 <p>WAKE COUNTY PUBLIC SCHOOL SYSTEM</p>	<p>Request for Proposal #251-27-103 Beverage Vending and Pouring Services</p>	
	<p>Proposals will be publicly opened: May 22 , 2026 @ 2:00 PM</p>	
<p>1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610</p>	<p>Contract Type: Agency Specific Term Contract</p>	
<p>Refer ALL Inquiries to: Marcella Calvert Telephone No: 919-694-8722 E-Mail: bids-mcalvert@wcpss.net</p>	<p>Commodity: 481110 – Vending Machines</p>	
	<p>Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM</p>	

NOTICE TO VENDORS

Electronic proposals, subject to the conditions made a part hereof, will be received until **1:00 PM ET** on the day of opening and then opened, for proposal submittal process the commodity or service as described herein. Refer to proposal submittal below for information regarding delivery. Proposals submitted via email or non-sealed 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 may render bid invalid. Late proposals are not acceptable.

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

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

Submit one (1) signed, original executed proposal response via eVP (emails not accepted).

PROPOSAL SUBMITTAL: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendors’ sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendors’ proposals for this procurement must be submitted through electronic Vendor Portal (eVP). For training on how to use eVP to view solicitations, submit questions, develop responses, upload documents, and submit offers

to the district, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Vendor Registration and Solicitation Notification System

The NC Electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available at the following website: <https://evp.nc.gov>.

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>.

Electronic Vendor Portal (EVP)

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> .

The State has implemented the Electronic Vendor Portal (eVP) to connect vendors with state government organizations that purchase goods and services and allows the public to retrieve award notices and other information. Please register to receive bid notification and electronic procurement opportunities from Wake County Public Schools. Results may be found by searching by Solicitation Number. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

Terms of Use Link: <https://eprocurement.nc.gov/evp-terms-use/open>

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	May 11, 2026
Questions submitted to: bids-mcalvert@wcpss.net (Reference RFP # 251-27-103 in subject line)	Vendor/WCPSS	May 14, 2026, at 11:00 AM/ET
Provide Response to Questions	WCPSS	May 19, 2026 by the end of the business day
Submit Proposals	Vendor	May 22, 2026 at 1:00 PM/ET
Public Live Bid Opening	WCPSS, Vendor	May 22, 2026 at 2:00 PM/ET Microsoft Teams meeting Join: https://teams.microsoft.com/meet/229964836300803?p=kcyj4aGdA6FR11fe08W Meeting ID: 229 964 836 300 803 Passcode: mT7i5cw9

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 shall be emailed to bids-mcalvert@WCPSS.net at date and time specified above. Vendors should enter “RFP #251-27-103 Questions” as the subject for the email. Question 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, Description	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 RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP. **Addendums associated with the Request for Proposal will be posted to the following links and it will be the vendor's responsibility to adhere to and check these addendums prior to bid submittal:**

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

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

PROPOSAL EVALUATION

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

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination.

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.

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1.0 BACKGROUND

- 1.1 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 203 schools serving a student population of approximately 162,000, with approximately 20,000 staff. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

2.0 PURPOSE AND OBJECTIVES

- 2.1 The Wake County Public School System (WCPSS) desires to select via competitive bids or proposals a supplier or suppliers of beverages, as more particularly described and defined below, for its child nutrition service program sale and full-service vending program. The awarded vendor will be placed on a master services contract for use independently by schools, sites, booster clubs, and parent/student organizations.
- 2.2 WCPSS is seeking bids or proposals in the alternative to supply either ALL or SOME types of classifications of beverages as described and defined below.
- 2.3 WCPSS reserves the right to award and contract to one supplier for all types or classification of beverages or to contract with different suppliers for different types or classification of beverages based on the proposals submitted.
- 2.4 All proposals submitted to WCPSS are subject to the terms and conditions set forth below and shall bind interested Parties and Successful Interested Parties to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the contract to be awarded by WCPSS.
- 2.5 A competitive proposal process will be used to procure products and services from the beverage offeror. All procurement transactions shall be consistent with Federal regulations as defined in 7 CFR 3016.

3.0 SCOPE OF WORK

- 3.1 A List of WCPSS schools and addresses will be provided upon award.

3.2 Duration of Contract

- 3.2.1 **Term** - The term of the contract shall be for a period of twelve (12) months with the option to renew for up to four (4) additional one-year periods. The total possible length of the bid is five (5) years. **The effective date is expected to be July 1, 2026 through June 30, 2027** subject to the continuation of the program and the availability of funds. Any contract extension is contingent upon approval of WCPSS and the contractor(2). There will be no contract changes during each one-year (1) term, however, contractors may, at the time of renewal, petition CNS for revisions based on market conditions. Any requested revisions must be approved by the CNS Senior Director or his/her Designee.
- 3.2.2 **Implementation** - Within 7 days of the award of a contract to the Successful Interested Party or Parties, WCPSS and the said Party/Parties shall meet and establish by mutual agreement a schedule for the initial implementation of the contract. The Successful Interested Party must be capable of implementing the contract within thirty (30) days of the award of the contract.
- 3.2.3 **Vendor should indicate on each line below whether they “agree” or “do not agree” to perform each requirement, and provide methodology for doing so, if applicable.**

3.3 Minimum Requirements

3.3.1 Vendor must deliver a sample report or full description that, at a minimum, addresses the methodology in which the vendor proposes to provide both service and product associated with the ability to provide beverage – pouring and vending services.

Vendor acknowledgement: _____

3.3.2 The Vendor shall furnish all labor, materials, and equipment necessary to perform any services required by the contract with direction from WCPSS.

Vendor acknowledgement: _____

3.3.3 Vendor shall identify and provide all information related to the beverage – pouring and vending services described within each section requested, clearly marked, and organized.

Vendor acknowledgement: _____

3.3.4 Vendor must complete Attachments A and B. Additional information may be included that affect the total cost to WCPSS.

Vendor acknowledgement: _____

3.3.5 It shall be mandatory that the selected vendor enforce the following employee requirements: All employees are subject to the required background checks as described in the terms and conditions section of the solicitation.

Vendor acknowledgement: _____

3.3.6 Vendor shall provide information in an organized, tabbed manner that allows for easy access.

Vendor acknowledgement: _____

3.3.7 Vendor must disclose third party contractors

Vendor acknowledgement: _____

3.4 Vending and Fountain Equipment

3.4.1 The Successful Party or Parties will loan or otherwise provide WCPSS, during the term of this agreement, with a reasonable and appropriate amount of vending and fountain equipment. Currently WCPSS operates 507 vending machines (346 full-service vending machines, 110 loaned coolers, 50 additional vending machines, and 1 fountain machine).

Vendor acknowledgement: _____

3.4.2 The exact locations, quantities, and types of vending/fountain equipment to be placed throughout WCPSS facilities, including the type of product to be sold, will be determined by mutual agreement of both parties. However, the Vendor may not alter and/or decrease the number of locations of vending machines existing in the various buildings and facilities of WCPSS at the time of execution of the Contract.

Vendor acknowledgement: _____

3.4.3 The vending equipment proposed shall incorporate current industry-standard technology, including but not limited to: high-capacity dollar bill validators/changers, integrated cashless payment/card reader capabilities, programmable power management features allowing machines to be turned on and off or scheduled as needed throughout the day, timer functionality, and comprehensive audit/reporting capabilities for sales and operational monitoring.

Vendor acknowledgement: _____

3.4.4 The Successful Party or Parties will agree to maintain and service all vending and pouring equipment provided to WCPSS in a timely manner, and define through service level expectation what timely manner will be in terms of business days

Vendor acknowledgement: _____

3.4.5 The Successful Party or Parties may provide, at a minimum, fountain dispensing equipment for each high school concession stand with a Class "A" rating, including but not limited to, those concession stands that service the outdoor athletic fields and gymnasium. This requirement is only applicable to those locations where the Successful Party's or Parties' product is to be dispensed.

Vendor acknowledgement: _____

3.4.6 If requested or required by Successful Party or Parties, WCPSS will execute a statement, document or standard loan agreement evidencing the Successful Party's or Parties' ownership of the vending and/or fountain dispensing equipment. In addition, WCPSS will agree that no equipment will be removed from WCPSS or WCPSS facility without the Successful Party's or Parties' consent. WCPSS will not pay removal fees. WCPSS will not encumber the equipment in any manner or permit any attachment thereto.

Vendor acknowledgement: _____

3.4.7 All labor and costs to furnish, deliver, install, inventory, stock and repair all vending/fountain equipment placed in WCPSS facilities shall be borne solely and exclusively by the Vendor.

Vendor acknowledgement: _____

3.4.8 The Vendor shall establish a system for the reimbursement of monies lost in the vending equipment. The systems shall include a scheduled date of reimbursement to occur at a minimum of once a week at each WCPSS facility in which the Vendor's equipment is located.

Vendor acknowledgement: _____

3.4.9 The Vendor shall ensure that any displayed advertising reflects Smart Snacks nutrition standards. Vendor shall ensure that machines are capable of timed access. Machines that students have access to may not sell during the school day, per Smart Snack guidelines.

Vendor Acknowledgement: _____

3.5 **Recycling Program**

3.5.1 The proposal shall include all costs to furnish recycling containers to accommodate the anticipated number of empty beverage containers generated from the sale of beverage products at WCPSS facilities. The WCPSS shall have the right to redeem the beverage containers returned for recycling or, at its election, to have the Vendor do so.

Vendor acknowledgement: _____

3.6 **Personal Examination**

3.6.1 Interested Parties are required to satisfy themselves, by personal examination and inspection of the sites upon prearranged appointment as to both work involved and difficulties likely to be encountered in the performance of the Contract.

Vendor acknowledgement: _____

3.6.2 No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor's failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications; nor will the same be accepted as a basis for any claim for extra compensation.

Vendor acknowledgement: _____

3.7 **Inventory Control**

3.7.1 It will be the responsibility of the Successful Interested Party or Parties to ensure that adequate inventories of the product of the Party are available at the schools in order to meet demand. Delivery to the schools and other school facilities will be established at a mutually agreed upon frequency per school and facility, except that the frequency of service to cafeterias managed by Child Nutrition Services shall be made by the Child Nutrition Services Central Office Administration. Changes to service frequency will be made only by mutual agreement of the parties.

Vendor acknowledgement: _____

3.8 **Vend and Pour Commission and Prices**

3.8.1 Each proposal shall clearly set forth the proposed “vend” and “pour” prices for all beverages, except for those to be sold to Child Nutrition Services. Each Interested Party or Parties shall indicate the proposed commissions to be paid to WCPSS set forth as a percent of gross sales on the “Proposal Form” provided. For sales to Child Nutrition and Concession Services, the Interested Party of Parties shall submit, on a separate Attachment in Section 2 of this bid, a proposal for the wholesale case unit delivered price.

Vendor acknowledgement: _____

3.9 **Price Escalation Clause**

3.9.1 In the event that the Vendor’s supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of this Contract, only such increases may be passed on to WCPSS with at least 60 days prior notice. At the time of request, the Vendor must furnish written substantiation of increase by its supplier/manufacturer to WCPSS. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of proposal versus costs in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of WCPSS and shall only be effective upon acceptance by the WCPSS in writing. No increase in overhead and/or profit to the Vendor will be allowed. **In no event shall the wholesale price for any beverages sold to WCPSS by the Successful Interested Party under the agreement increase by more than 0.75% per year during the term of the agreement.**

Vendor acknowledgement: _____

3.10 **Best Offer Clause**

3.10.1 In the event the Successful Interested Party enters into a contract with another local board of education in the State of North Carolina during the term of this agreement:

- That provides more money per pupil in consideration for exclusive vending and/or pouring rights comparable to those stated in its contract with WCPSS.
- That agrees to pay a higher vending commission than the party has agreed to pay WCPSS.
- That agrees to sell beverages at a lower price per case or canister for its Child Nutrition Program than the party has agreed to sell them to WCPSS, or
- That agrees to sell beverages at a lower price per case or canister for its concessions program than the party has agreed to sell them to WCPSS;

The Agreement between WCPSS and the Successful Interested Party shall be amended immediately to incorporate these; more favorable terms from that date forward through the remaining term of the agreement.

Vendor acknowledgement: _____

3.11 **Accounting**

3.11.1 A separate accounting record will be kept by the vendor for each location and shall separately designate the revenue, sales and associated expenses for each unit and/or point of sale. The Successful Interested Party or Parties will pay the commissions from vending sales monthly to WCPSS or each individual school as directed by WCPSS.

Vendor acknowledgement: _____

3.12 **Auditing and Record Retention Requirements**

3.12.1 By signing this proposal, the vendor understands that WCPSS, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Vendor shall retain all records pertaining to this Contract for five (5) years after final payment, or longer if required due to audit, litigation, or claim, consistent with 2 CFP 200.334.

Vendor acknowledgement: _____

3.13 Delivery

3.13.1 The Successful Interested Party/Parties shall deliver products to the locations listed in the list of WCPSS delivery locations.

Vendor acknowledgement: _____

3.14 Samples

3.14.1 The Interested Party or Parties shall submit, if requested by WCPSS, samples of the items it intends to furnish under the Contract. Unless otherwise specified, samples shall be delivered at the time the proposal is submitted. Samples that are not claimed within forty-five (45) days of proposal opening will be considered property of WCPSS.

Vendor acknowledgement: _____

3.15 Material Listed

3.15.1 Each Interested Party shall submit, in spaces provided, the exact names of the various items on which it is submitting proposals. Items shall be clearly marked and any variations from that specified shall be fully described. For each beverage offered a separate information sheet detailing the nutritional content of the product must be submitted.

Vendor acknowledgement: _____

3.16 Federal Nutritional Regulations

3.16.1 Interested Parties are informed that any agreement resulting from these specifications must be in accordance with all rules and regulations concerning product selection, machines accessibility, etc., as set forth by WCPSS and in accordance with all applicable Federal nutritional regulations.

Vendor acknowledgement: _____

3.17 Compliance with State Board of Education Regulations

3.17.1 The Vendor shall also be required to conform to the North Carolina State Board of Education’s regulations, 16 NCAC 6H.0004, CHILD NUTRITION PROCEDURES.

Vendor acknowledgement: _____

3.18 Compliance with State Statutes and Local Board Policy 6140

3.18.1 Interested parties are informed that WCPSS may not sell soft drinks to students in elementary schools. Sugar carbonated soft drinks and mid-calorie drinks may not be offered for sale to students in middle schools. Not more than fifty percent (50%) of the offerings for sale to students in high schools may be sugar carbonated drinks. No sugar carbonated drinks shall be sold to students during the school day. See GS 115C-264.2-264.3 and Board Policy 6140. Below is a matrix of vending availability by school level during a normal day:

	Carbonated*	Non-Carbonated	Water	Juice
Elementary				
School Day	No	No	No	No
CNS Program	No	Yes	Yes	Yes
Teacher Lounge	Yes	Yes	Yes	Yes
Middle				
School Day	No	No	No	No
CNS Program	No	Yes	Yes	Yes
After School	No	Yes	Yes	Yes
Teacher Lounge	Yes	Yes	Yes	Yes
High				
School Day	No	No	No	No
CNS Program	No	Yes	Yes	Yes
After School	Yes	Yes	Yes	Yes

Teacher Lounge	Yes	Yes	Yes	Yes
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*Carbonated water and juice is permissible for CNS in the allowable portion size per Federal Child Nutrition Program regulations.

Vendor acknowledgement: _____

3.19 Compliance with WCPSS Regulations

13.19.1 The Vendor shall cause all persons performing work under the contract to comply with all instructions pertaining to conduct and building regulations issued by WCPSS including all applicable Wake County Public School System Board of Education Policies. All such persons shall wear readily visible identification satisfactory to the WCPSS.

Vendor acknowledgement: _____

13.19.2 The Vendor shall cause all persons performing work under the contract to preserve and protect all confidential information of WCPSS to which they may have access during the performance of work. WCPSS may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the WCPSS, in its sole discretion, may determine necessary. The Vendor shall cause all persons performing work to comply with such modifications.

Vendor acknowledgement: _____

3.20 Further Regulatory Compliance

13.20.1 The Vendor and WCPSS mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environment Protection Agency (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

Vendor acknowledgement: _____

13.20.2 The Vendor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Vendor acknowledgement: _____

13.20.3 The Vendor shall comply with Executive Order 11249, entitled Equal Employment Opportunity, as amended by Executive Order 11375 or October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

Vendor acknowledgement: _____

13.21 Independent Contractors

13.21.1 WCPSS and the Vendor are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

Vendor acknowledgement: _____

13.22 Material Safety Data Sheets

13.22.1 Material Safety Data Sheets are required for all Hazardous and Toxic substances.

Vendor acknowledgement: _____

13.23 Performance

13.23.1 **Vending Equipment Repair.** At no charge to School, vendor will maintain, repair, or replace the Vending Equipment, and agrees to keep the Vending Equipment in good working order and condition at all times. School agrees to promptly notify vendor of any need for repair or service, and to fully cooperate with

vendor in effecting such necessary repairs or service. If School notifies vendor of any Vending Equipment that requires repair (such notice, a "Repair Notice"), vendor shall repair such Vending Equipment within two (2) business days after receiving such Repair Notice. In the event the vendor determines that such Vending Equipment cannot be returned to full service within such two (2) business day period, such Vending Equipment shall be replaced by the vendor with comparable equipment of like quality. Any such replacement shall be completed by the vendor within five (5) business days after receipt of the applicable Repair Notice. Vendor shall keep records of each Repair Notice received from School and shall provide monthly updates to School summarizing the resolution of each Repair Notice received during the preceding month. If the vendor fails to resolve (by repairing or replacing the applicable Vending Equipment within the applicable time periods described above) more than ten (10) Repair Notices in a month, the vendor shall provide School with written notice of their plan to address such failure in a most expeditious manner. However, if the vendor fails to resolve (by repairing or replacing the applicable Vending Equipment within the applicable time periods described above) more than ten (10) Repair Notices for a second consecutive month, School shall be entitled to terminate this Agreement upon thirty (30) days advance written notice to the vendor.

Vendor acknowledgement: _____

13.23.2 **Vending Product Refill.** If School notifies the vendor of any Vending Equipment that requires Product to be refilled (such notice, a "Refill Notice"), the vendor shall stock such Vending Equipment with such Product within two (2) business days after receipt of such Refill Notice. The vendor shall keep records of each Refill Notice received from School and shall provide monthly updates to School summarizing the resolution of each Refill Notice received during the preceding month. If the vendor fails to resolve (by stocking the applicable Vending Equipment with the applicable Product within two (2) business days after receipt of a Refill Notice) more than ten (10) Refill Notices in a month, vendor shall provide School with written notice of their plan to address such failure in a most expeditious manner. However, if the vendor fails to resolve (by stocking the applicable Vending Equipment with the applicable Product within two (2) business days after receipt of a Refill Notice) more than ten (10) Refill Notices for a second consecutive month, School shall be entitled to terminate this Agreement upon thirty (30) days advance written notice to the vendor.

Vendor acknowledgement: _____

13.23.3 **Other Product Requirements.** With respect to sales of Product at School outside of Vending Equipment, awarded vendor shall timely deliver Product ordered by School to support School's other requirements. Product shall be considered timely delivered by vendor if delivered to school within two (2) business days after vendor's receipt of the applicable Product order. If vendor breaches its obligations in this paragraph more than ten (10) times in a month, vendor shall provide School with written notice of plan to address such breaches in a most expeditious manner. However, if vendor also breaches its obligations under this paragraph more than ten (10) times in the immediately subsequent month, School shall be entitled to terminate this Agreement upon thirty (30) days advance written notice to the vendor.

Vendor acknowledgement: _____

13.23.4 **Notices.** Any notice that School is permitted or required to give to vendor under this Agreement shall be deemed delivered to vendor if provided by 2:00 pm local time. Notices provided after 2:00 p.m. local time shall be deemed provided on the next business day.

Vendor acknowledgement: _____

4.0 **QUALIFICATIONS**

1. THE VENDOR shall be licensed and approved to do business in the State of North Carolina.
2. No fewer than five years of experience in performing the required duties will be accepted. Please provide references.
3. Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.

4. Present sufficient qualified personnel to carry out the project in a timely fashion. Please include staffing information.
5. Demonstrated experience in performing similar projects.
6. Experience and full understanding of Federal and State Child Nutrition laws and requirements. Must demonstrate that you understand and agree to abide by said requirements.
7. Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry or the Federal Government debarred vendor registry.
(Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
8. (State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>
Acknowledged and Agree: Initial: _____

5.0 **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.

Factor	Points Available	Vendor 1	Vendor 2	Vendor 3
Cost	51			
Product Flexibility	20			
Delivery Compliance	15			
Value Add Services	14			
Total	100			

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

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

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

6.0 **REQUIRED SUBMITTALS**

- 6.1 The Vendor shall submit the following information with the proposal;
 - 6.1.1 Qualifications to include:
 - 6.1.2 Years in business
 - 6.1.3 Office locations
 - 6.1.4 Number of full-time staff
 - 6.1.5 Services offered
 - 6.1.2 Relevant experience and Project Methodology
 - 6.1.2.1 Summary of at least three comparable projects for K-12 school systems with reference contact information.
 - 6.1.2.2 Methodology for performing similar projects
 - 6.1.3 Fee proposal to include the following:
 - 6.1.3.1 Rates per attachment
 - 6.1.3.2 A summary of reimbursable expenses

6.1.3.3 Vendor shall submit separate cost proposals for each section they propose (i.e., main bid, Child Nutrition section, full-service vending program).

6.1.4 Proof of liability insurance and any required licenses

7.0 DEADLINE FOR PROPOSAL SUBMITTALS

The proposals are due no later than Thursday, May 22, 2026, at 2:00 pm. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

8.0 GENERAL CONDITIONS STATEMENT

8.1 The Wake County Public School System (WCPSS) desires to select via competitive bids or proposals, supplier, or suppliers of beverages for its child nutrition service programs sales and vending machine sales used by schools.

- Vendors may elect to bid in entirety or per section. WCPSS will evaluate and award based on proposals that meet the needs of the system whether singularly or with multiple providers.
- WCPSS is seeking bids or proposals in the alternative to supply either ALL or only SOME types or classification of beverages based on the proposals submitted. WCPSS may elect to reject or select any product proposed and shall have the right to substitute or replace any or all product selections during the process.
- Due to fluctuating requirements mandated by Federal and State laws, WCPSS may at any time during the contract period elect to discontinue, add, or seek additional product providers if it is determined the product best meets the needs of WCPSS.
- Selected vendor(s) may introduce new products during the contract period based on mutual agreement and confirmation of said agreement in writing from both parties.
- WCPSS is seeking bids proposals for the alternative to supply either ALL or SOME types or classifications of beverages as described within. A competitive proposals process will be used to procure products and services from the beverage offeror. All procurement transactions shall be conducted in manner that provides maximum free and open competition consistent with Federal and State of NC regulations and statutes.

9.0 - DETAILED SPECIFICATIONS

Intention: It is the intent of WCPSS to contract with an interested party or parties for the purchase of the WCPSS requirements for the beverage items including, but not limited to, WCPSS changes and additions:

- Carbonated beverages commonly known as “soft drinks”
- Bottled water, unflavored and flavored
- Sports drinks
- 50-100% fruit and/or vegetable juices
- Fruit and/or juice containing drinks, and
- Ready to drink iced tea products, all as per the attached specifications

Ala Carte: WCPSS may elect to purchase items Ala Carte as necessary to serve the needs of the system in the most economical and efficient manner.

- **WCPSS currently operates 346 full-service vending machines in a variety of schools and departments**
- **In addition, there are 21 loaned coolers for athletic booster clubs and 1 fountain machine**
- **2018 volume for full-service vending was 14,318 cases of product (24-count)**
- **2018 volume for booster clubs was 6,064 cases of product (24-count)**
- **Additional breakdowns by product, locations, or for prior years is available upon request**

Vendors may also bid on Sections 9.1 and Section 9.2, if desired.

9.1 – CHILD NUTRITION SERVICES

Specific requirements for the Child Nutrition Services portion of this bid are as follows:

Smart Snacks requirements

Nutritional Standards for Beverages:

All schools may sell:

- Plain water (with or without carbonation), no portion limit
- Unflavored or flavored fat-free or low-fat milk, and milk alternatives (e.g., soy milk, lactose-free milk)
- 100% fruit or vegetable juice, and
- 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners

Elementary schools may sell up to 8-ounce portions, middle/high schools up to 12-ounces of milk and juice.

High schools may sell additional “no calorie” and “lower calorie” beverage options, including caffeinated beverages. Offerings may include no more than 20-ounce portions of calorie-free, flavored water (with or without carbonation) and other flavored and/or carbonated beverages that contain <5 calories per 8 fluid ounces or ≤10 calories per 20 fluid ounces. High schools may also offer no more than 12-ounce portions of beverages with ≤ 40 calories per 8 ounces, or ≤ 60 calories per 12 ounces.

Samples

The Interested Party or Parties shall submit, if requested by WCPSS, samples of the items it intends to furnish under the Contract. Unless otherwise specified, samples shall be delivered at the time the proposal is submitted. Samples that are not claimed within forty-five (45) days of proposal opening will be considered property of WCPSS.

Vend and Pour Commission Prices

Each proposal shall clearly set forth the proposed “vend” and “pour” prices for all beverages, except for those to be sold to Child Nutrition Services. Each Interested Party or Parties shall indicate the proposed commissions to be paid to WCPSS set forth as a percent of gross sales on the “Proposal Form” provided. For sales to Child Nutrition and Concession Services, the Interested Party of Parties shall submit, on a separate attachment, a proposal for the wholesale case unit delivered price.

WCPSS and/or Child Nutrition Services reserve the right to make selections outside the scope of this proposal.

WCPSS requests your response to the following products in the format shown:

Product Description	Estimated Volume	Brand Name	Packaging and Flavors	Dollar Value	Comply (yes/no)
Carbonated nutrient enhanced juice products, 8 oz. cans. Assorted flavors. No sugar added. Elementary Smart Snack compliant.	396,000				
Non-carbonated sports drink with electrolytes, 12 oz. Assorted flavors. Low calorie contains artificial sweetener. Plastic bottles. Smart Snack compliant High School only.	57,000				
Water, Plain, Purified, 8 oz. No additives other than naturally occurring minerals. Clear plastic bottle, no Sports Top.	140,000				
Water, Plain, Purified, Size TBD No additives other than naturally occurring minerals. Clear plastic bottle, no Sports Top. <i>(vendor to provide list of proposed size options)</i>	150,000				
Smoothie nutrient enhanced juice products, 8 oz. cans. Assorted flavors. No sugar added. Elementary Smart Snack compliant.	12,000				
Non-Carbonated 100% Juice, 10 oz. Assorted flavors. No sugar added. Clear plastic bottle, no Sports Top. Middle & High School only	106,000				

Water, sparkling, size TBD. Assorted flavors. May contain artificial sweeteners. Clear plastic bottle, no Sports Top. Smart Snack compliant High School only. <i>(vendor to provide list of proposed size options)</i>	24,000				
Smoothie, non-carbonated nutrient enhanced 100% juice. Assorted flavors. No sugar added. Clear plastic bottle. Middle and High School Smart Snack compliant.	83,000				
Sweet tea, decaffeinated, size TBD Clear plastic bottle. Smart Snack compliant High School only. <i>(vendor to provide list of proposed size options)</i>	2,000				
Brewed iced tea, size TBD Unsweetened. Clear plastic bottle. Smart Snack compliant High School only. <i>(vendor to provide list of proposed size options)</i>	2,000				

Vendor to insert table below based on: Selected carbonated beverages, sports drinks, and other beverages in accordance with Federal and State statutes, guidelines, and requirements for K-12 students to reflect selections, calorie content, proposed packaging, and value. Vendor must certify that all items meet the mandatory requirements as set forth by the federal and state of NC government statutes pertaining to students K-12.

Vendor may submit proposals based on exclusive pouring and vending rights (meeting all product requirements and size requests) in a separate appendix clearly marked as such with full descriptions and value add for review. WCPSS reserves the right to award exclusively or ala carte to one or multiple vendors.

- **WCPSS currently operates 50 vendor-owned vending machines in the Child Nutrition program in various schools and departments**

- In addition, there are 89 vendor owned coolers in use by Child Nutrition
- 2018 volume for Child Nutrition vending was 36,900 cases of product (24-count) excluding the estimated volume of carbonated juice
- Additional breakdowns by product, locations, or for prior years is available upon request

9.2 - FULL-SERVICE VENDING PROGRAM

WCPSS is seeking a vendor to implement a full-service vending program in the following schools:

- Willow Springs High School
- Green Hope High School
- Garner High School
- Rolesville High School
- East Wake High School
- Apex Friendship High School

Please provide complete information and methodology for a full-service vending program for the aforementioned sites.

Any proposals for additional overall scope of the bid may also be submitted.

METHOD OF AWARD

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

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

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

AWARD CRITERIA

As provided by statute, award will be based on the lowest and best bid (most advantageous to Wake County Public School System) as determined by consideration of:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications herein.
5. Delivery and installation schedule.
6. Location and availability of service and repair facilities and personnel.
7. Suitability for Intended Use.
8. References provided for proposed item(s).
9. Demonstration of proposed item(s), if required.

It is not the policy of the WCPSS to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the WCPSS. In evaluating the bids received and determining the best value, WCPSS may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the WCPSS; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the WCPSS; (6) student preferences; (7) the warranties offered and the bidder's warranty service history; (8) the probability of continuous availability of the goods/and or services offered; (9) the impact on the ability of the WCPSS to comply with any applicable laws or rules; (10) the total long-term cost to the WCPSS to acquire the vendor's goods and/or services; (11) packaging or the products

and in some cases preferences is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

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

AWARD OF CONTRACT

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

The successful bidder(s) will be notified by "Notice(s) of Award" issued by the WCPSS Purchasing Department. Bid audits may be conducted as a means of determining and/or verifying the cost quoted by the Vendor.

CHARGES FOR INCONVENIENCE

After acceptance, the successful vendor will be liable for any expenses, including attorney fees, incurred as a result of violations or attempts to enforce this contract.

If the vendor is unable to deliver an approved product, the respective Wake County Public Schools Child Nutrition Services office shall purchase a product of equal or greater quality from another source. The difference between price paid and contract price will be charged to the contracted vendor.

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

By signing this bid, the bidder certifies that the vendor is in compliance with all applicable standards, orders, regulations, and policies related to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conversation Act (Pub. L 94-163, 89 Stat. 871). [53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

By signing this bid, the bidder certifies that the vendor is in compliance with Federal, State, and local guidelines. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid. DEBARMENT, SUSPENSION and OTHER RESPONSIBILITY MATTERS compliance is addressed in FORM F.

DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that the equipment or services offered is in strict compliance with these specifications and requirements, and successful bidder 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. Bidder 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 bid.

Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the bidder at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the bidder's response will hold the bidder accountable to the WCPSS to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the bidder at a competitive disadvantage or otherwise prevent the WCPSS from considering to bid on the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the WCPSS. DEVIATION compliance is addressed in FORM H.

FIRM BID

Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal. No exceptions.

WITHDRAWAL OR MODIFICATION OF BID

Subject to the restrictions discussed below, the WCPSS will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Bid Certification included with this RFP. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign any request for the withdrawal of any bid in ink, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Bid Certification. Only bids that have been submitted consistent with the instructions relating to packaging and labeling of the bid will be considered for withdrawal.

If there is any question in the mind of the management of the WCPSS regarding the identity of the bid or the identity of the bidder relation to any request for the withdrawal of any bid, the WCPSS will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by the WCPSS will require the completion and signature of a written receipt by the bidder's representative satisfactory to the WCPSS Administrator before the bid will be released. The decision of the WCPSS Administrator in relation to any matters concerning bid withdrawal will be final.

If a bidder requests to withdraw a bid and the WCPSS allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Bid Certification included with this RFP, provided any new submission meets all the qualifications of bid submission included in these General Terms and Conditions.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document.

All bids in possession of the WCPSS at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Bid Certification included with this RFP.

PRICING

Offeror shall complete the quote page and include any and all billing charges. Prices shall be provided based on an hourly rate for the type of staffing delivered to each cafeteria site or central office location. Prices/rates should remain fixed through the duration of the contract. Prices/rates shall not include State Sales Tax or Federal Excise Tax.

Allowable costs will be paid from the nonprofit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to the Wake County Public School System District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Wake County Public School System District. All discounts, rebates, allowances, and incentives must be returned to the Wake County Public School System District during a mutually agreed upon timeframe that is beneficial to the School District.

“Cost Plus” bids will not be accepted unless otherwise requested in this RFP.

Bid Prices must be firm for acceptance throughout the term of the contract, unless otherwise specified in this RFP or in the bidder’s response.

If during the term of the contract, a successful bidder’s net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to all participants of the WCPSS.

VALUE ADDED

Value added options and services including, but not limited to, product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the award of this Bid.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to, an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

The occurrence of any prohibited discrimination will constitute vendor’s breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon the WCPSS may terminate the vendor’s contract for cause as provided by section #32 of this General Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination.”

FORCE MAJEURE

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor’s industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

WCPSS will be responsible for any costs incurred by the vendor because of the Force Majeure event unless the WCPSS has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the WCPSS has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the WCPSS shall have the option to terminate this contract in accordance with section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the WCPSS's rights as provided elsewhere in this contract.

THE BUY AMERICAN PROVISION

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

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

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

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

RECORDS RETENTION

By signing this bid, the bidder understands that the WCPSS, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. 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 five years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

Unless this contract is extended by mutual agreement of the parties beyond the expiration of the contract time period. If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price.

The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the WCPSS may terminate the vendor's contract for cause as provided by the remainder of this section. as stated on the Bid Certification sheet, this contract shall terminate upon the expiration of the contract term as stated on the Bid Certification sheet.

If any delay or failure of performance is caused by a Force Majeure event as described above in the General Terms and Conditions entitled "Force Majeure," the WCPSS may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the General Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations

under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- b) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the WCPSS placing the order,
- d) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy
- f) the vendors are not permitted to contact managers or staff at school level about items that can be ordered or should be ordered. Bids are awarded through the main office only. All purchases and purchase orders are processed and distributed through the central Child Nutrition Business office only.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the WCPSS reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Wake County Public Schools, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the WCPSS elects to purchase other products from other sources, the WCPSS will invoice the vendor for any increased costs to the WCPSS, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the WCPSS terminates this contract, in whole or in part, for any reason provided for within the contract, the WCPSS reserves the right to award the cancelled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of the Wake County Public Schools.

Any contract termination resulting from any cause other than a Force Majeure event will deem valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence, and these General Terms and Conditions are of the essence.

RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SUB-CONTRACTING SERVICES

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of WCPSS.

ASSIGNMENT – DELEGATION

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the WCPSS. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT AND PURCHASE ORDERS

A response to RFP is an offer to contract with the WCPSS based upon the Item Specifications and the General Terms and Conditions contained in the RFP. *Bids do not become contracts unless and until they are both accepted by the WCPSS through an Award Notice to the bidder and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the WCPSS or its designee. Bidders acting upon the opening of an apparent low bid alone do so at their own risk.*

This contract shall collectively include

1. General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto,
2. Bidder's signed Bid Certification sheet and any subsequent addenda thereto,
3. Bidder's entire response to the RFP,
4. Bidder's Notice of Award document,
5. Any additional terms, conditions, or instructions contained in each individual Purchase Order. All the binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina

PROCUREMENT METHOD:

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

BILLING AND PAYMENT:

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

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

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

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

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

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

All invoices must be mailed to: Wake County Public Schools Child Nutrition Services Department, Attention: CNS Budget

Analyst, 1551 Rock Quarry Road, Raleigh, NC 27610. **CNS will not remit payment until all issues regarding each invoice are resolved.**

WCPSS PURCHASING DEPARTMENT ETHICS POLICY AND STANDARDS OF CONDUCT SHALL APPLY TO THIS RFP.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION: During the evaluation period - 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 Marcella Calvert at bids-mcalvert@wcpss.net.

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	

10.0 ATTACHMENTS

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:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

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21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
30. **INSURANCE:**

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

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.
31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that

the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

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 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.

Nepotism:

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

UNIFORM GUIDANCE

The Contractor is notified that this project may be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Remedies for Breach

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

Termination for cause and for convenience by the School System

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

Equal Employment Opportunity

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

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

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

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

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

Certification of Non-Collusion Statement

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

Prohibition on Gifts

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

Wake County Public School System BID PROTEST PROCEDURE

PURPOSE

To ensure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

PROCEDURE

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

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

The protest must be addressed to the Senior Director of Purchasing, 1551 Rock Quarry Road, Raleigh NC 27610 and must include all the following information:

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

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

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

**FORM- A
RETURN THIS DOCUMENT IN SEALED BID PACKET**

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

Company Name (Please Print)

Contract Person Information:

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

Mailing Address: _____

Contract Person _____

Position or Title of Contact Person _____

Phone Number of Contact Person _____

Fax Number of Contact Person _____

Email Address of Contact Person _____

SWORN STATEMENT OF UNDERSTANDING

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

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

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

_____, Notary public, My commission expires: _____

FORM- B
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM
DEALERSHIP LISTING

If your company has more than one location that will be servicing this contract, please list each location below.
If additional sheets are required, please duplicate this form as necessary or attach list with requested information.
(Please Type or Print)

First Listing:

Company Name

Address

City State Zip

Phone, Cellular, Fax, and/or Email

Contact Person

Second Listing:

Company Name

Address

City State Zip

Phone, Cellular, Fax, and/or Email

Contact Person

FORM- C
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

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

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

Check all that apply:

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

_____ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

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

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

Vendor Signature: _____

Date: _____

Print Name: _____

**FORM- D
RETURN THIS DOCUMENT IN SEALED BID PACKET**

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any WCPSS agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or WCPSS agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or WCPSS agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and WCPSS agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM- E
RETURN THIS DOCUMENT IN SEALED BID PACKET

United States Department of Agriculture (USDA)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –
PRIMARY COVERED TRANSACTIONS

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

**FORM-F
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
INSTRUCTIONS FOR CERTIFICATION**

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

Form AD-1048 (2/89)

The WCPSS will assume that you will service WCPSS as listed (current and potential) unless you designate otherwise.

REMINDER: You can cite exceptions to the terms and conditions on your "Deviation/Compliance Form" to control additional freight to members.

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

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM-H

RETURN THIS DOCUMENT IN SEALED BID PACKET
WAKE COUNTY PUBLIC SCHOOL SYSTEM
IRAN DIVESTMENT ACT



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE AND LOCAL GOVERNMENT FINANCE DIVISION AND THE LOCAL GOVERNMENT COMMISSION

JANET COWELL
TREASURER

GREGORY C. GASKINS
DEPUTY TREASURER

Memorandum # 2016-10

TO: All Local Governments, Public Authorities and Their Independent Auditors

FROM: Sharon Edmundson, Director, Fiscal Management Section

SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina

DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the [Iran Divestment Act of 2015](#) (N.C.G.S. 143C-6A-1 to 6A-9).^{*} Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

1. **Local Government Units must obtain a one-page mandatory certification under the Act.** (See sample "Contract Certification" form below for details.)
2. **Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (See "Contract Restrictions" below for details.)

Background

The Iran Divestment Act's requirements applicable to Local Government Units^{**} will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "Final Divestment List") under the Act.

^{*} The Iran Divestment Act of 2015 can be found online at:
<http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf>

^{**} The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

Final Divestment List

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S. federal sanctions list, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that:

- Provided goods or services of \$20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years.

- Extended \$20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer’s website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.

Requirement 1: Contract Certification

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer’s Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A- 5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

Requirement 2: Restriction on Contracting

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract’s terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer’s Final Divestment List. (N.C.G.S. 143C-6A-5(b).) It is each vendor’s responsibility to monitor its compliance with this restriction.

Next Steps

The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer’s Iran Divestment Policy, please contact Dale Falwell at dale.falwell@nctreasurer.com or 919-814-4289.

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Vendor Required **Date**

Printed Name **Title**

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

RFP #251-27-103

FORM-I
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM
EVIDENCE OF INSURANCE

Attach copy, or evidence, of required Property, Liability and Worker's Compensation Insurance.

FORM J: Must be included in RFP Packet

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

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

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

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM-K
RETURN THIS DOCUMENT IN SEALED BID PACKET

Wake County Public School System
Vendor Information Form
<S:\Purchasing\All Access\Vendor Information Form - WCPSS.docx>

ORDER ADDRESS

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

PAY ADDRESS (IF DIFFERENT FROM ORDER ADDRESS)

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE #: _() _____

FAX #: _() _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID #: _____ - _____ OR
SOCIAL SECURITY #: _____

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

1. Name(s) of Owner(s) of Company: _____
2. Are any owners in #1 related to any employee of Wake County Public School System? Yes _____
No _____
3. If your answer to #2 above is Yes: _____

Owner Name

WCPSS Employee	Position/Dept. Employed	Relationship

4. Is your company incorporated? Yes _____ No _____

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

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

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

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

8. Are you a supplier of goods _____ or a service provider _____

9. Are you a government agency? Yes _____ No _____

10. Do you receive retirement income from the N.C. Retirement System? Yes _____ No _____

FORM-L
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM

FORMS CHECKLIST (This forms checklist is included for your convenience. Please complete and return all of the attached forms):

- _____ Bid Execution (Page 2 of bid document) **Must be signed in order for bid to be fully executed**
- _____ Additional Company Information & Sworn Statement of Understanding (**Notarized**) – Form A
- _____ Dealership Listing – Form B
- _____ Historically Underutilized Business (HUB) Certification – Form C
- _____ Certification for Contracts, Grants, Loans, & Agreements Lobbying – Form D
- _____ Certification Regarding Debarment, Suspension and Other Responsibility Matters– Form E
- _____ Instructions for Certification – Form F
- _____ Deviations/Compliance Form – Form G
- _____ Iran Divestment – Form H
- _____ Evidence of Insurance – Form I
- _____ Lunsford Act – Sex Offender and Public Protection Program – Form J
- _____ WCPSS Vendor Form – Form K
- _____ Forms Checklist – Form L

USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

By initialing the following list of requirements, contractors acknowledge and agree to terms and conditions as stated and have included the required information and documentation for this solicitation. By responding to this request for proposals all parties are aware that this request is subject to the use of federal funding and requires that special attention be made to the terms and conditions and federal contracting laws as written and presented in this request for proposals.

- Vendors shall provide responses to all questions and complete all attachments for this RFP that require the vendor provide information. Failure to provide all required items, or vendor's submission of incomplete items, may result in WCPSS rejecting vendor's bid, it shall be WCPSS' sole discretion.

Vendors shall submit the following items and shall initial where indicated that the items are included and/or you have read, understand, and agree to all terms and conditions as it relates to WCPSS, local, state, and federal policy.

- a) Completed and signed version of EXECUTION PAGES, along with the body of the RFP. Original signatures are required on original page. Signatures cannot be electronic, copied, or stamped.
Initial: _____
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
Initial: _____
- c) Vendor response: **Initial:** _____
- d) Completed version of: Pricing Sheet **Initial:** _____
- e) Attestation that the vendor has read and complies with FEDERAL UNIFORM GUIDANCE policy (terms and conditions) **Initial:** _____