

**Johnston County Public Schools
Transportation Department
159 Galilee Road
Smithfield, NC 27577**



**School Bus Wi-Fi Services
For
2023-2024 School Year**

Request for Proposal
No. 200-JCPS-WIFI-8082023-CR

(07-25-2023)

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I. IMPORTANT DATES

- **Request for Proposal Published:** July 26, 2023
- **Questions Due:** July 31, 2023 by 5:00pm
- **Answers to questions provide via Addendum** on August 2, 2023
- **Proposals Due:** Tuesday, August 8, 2023 by 1:00pm
- **Bid Opening:** Tuesday, August 8, 2023 at 1:00pm (Transportation Services Mobile 2)

**Historically Underutilized Businesses are encouraged to bid*

II. REQUEST FOR PROPOSAL / BID INSTRUCTIONS

Project: School Bus Wi-Fi Pilot Program

Sealed proposals will be received at the Johnston County Public Schools Transportation Services in Smithfield, NC on August 8, 2023 for the furnishing of labor, materials, and equipment for the equipment upgrades and services necessary to implement Wi-Fi technology on our school buses.

Sealed proposals must be received in the office of Marlon Watson, Executive Director of Transportation located at 159 Galilee Road, Smithfield, NC 27577 no later than **1:00pm on Tuesday, August 8, 2023**. PROPOSALS WILL NOT BE ACCEPTED AFTER 1:00 PM on August 8, 2023. **RFP No. 200-JCPS-WIFI-8082023-CR and Vendor Name** must be referenced on the package/envelope/container. Proposals submitted via facsimile (fax), telephone, and/or electronic means, including but not limited to email, WILL NOT BE ACCEPTED. The proposals will be publicly opened at 1:00 PM in the Transportation Services Mobile 2 offices. At the time of the opening, each vendor's name and submitted price will be made public. The formal awarding of a contract will occur at a later date.

Bidders are welcome to attend the bid opening but bidder presence is not required and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. The time/date recorder located at JCPS Transportation Services 159 Galilee Road, Smithfield, NC 27577 will be used to record the official time of receipt. **The outside of the sealed envelope or package shall be marked RFP No. 200-JCPS-WIFI-8082023-CR and include Vendor Name. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.**

Johnston County Public Schools reserves the right to reject any or all proposals submitted, or to accept a higher proposal if it is felt that the higher proposal provides better services or products for our employees or school system.

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

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

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

III. PURPOSE

It is the purpose of this Request for Proposal (RFP) to select a vendor capable of providing a fleet of 253 school buses with Wi-Fi/Internet service for students as they travel to and from school daily. Approximately 23,700 students are transported daily on buses that travel over 30,000 miles per day. JCPS is seeking a vendor that can provide high quality internet access throughout the bus for all riders.

IV. OVERVIEW

JCPS Profile

The Johnston County Public Schools serves over 37,000 students. JCPS is the sixth largest school district in North Carolina, serving students across 48 schools in urban and rural areas. We have several choice programs that buses operate using a magnet transportation model. The JCPS transportation department covers up to 791 square miles.

Information Requirements

- Vendor should provide 3 references to show a proven track record with an established local client base in the school applications and student transportation industry. CIPA compliant filtering is mandatory.
- Vendors should provide technical assistance and training during the first few weeks of operation.
- Vendors should clearly state the warranty period for equipment and installation guarantees.
- Vendors should offer trade in and upgrade options as equipment ages and new equipment becomes available.
- Any vulnerabilities or exploits discovered by the vendor or others for the proposed application must be reported to JCPS Transportation Services with a proposed mitigation strategy.

Hardware Requirements

- Routers must be dual-sims compatible.
- Devices must have the capability to connect external devices via ethernet port.
- Devices must be compatible with all major carriers.
- Devices must be 4G & 5 G compatible.
- Devices must have a fanless cooling component
- Devices must be able to function in temperatures ranging from -20° to 70°C.
- Ability to support 70 connected devices.

- Ability to support 2.4GHz and 5GHz Wi-Fi Dual Bands.
- Must have a minimum WIFI range of 35ft inside the bus and 20ft outside the bus.
- Ability to delay shutdown functions after the ignition has been disengaged.
- Must provide a mount with vibration resistance. Should be stable and free of vibration.

Cloud Management/Software Requirements

- Ability to block apps and websites that contain, but not limited to the following; Adult Content, Images, Nudity, Pornography, Alcohol, Tobacco, Gambling Sites, Violence, Profanity and some Social Media sites.
- Ability to create reports and export data such as, but not limited to the following; device health report, signal strength, data usage, number of devices connected and data speed.
- Ability to update/configure devices individually, by group and fleetwide.
- Ability to provide priority to specific devices and websites.

Installation

The selected vendor is asked to provide a proposed implementation plan, timeline, testing procedures and training to ensure a fully functional and operational system. The start date of installation shall begin on a date agreed between JCPS and the selected vendor. A timeline for installation should be included in the RFP submittal.

Training and Technical Support

Software support during the warranty period shall include technical support for all proposed hardware and software, with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates for the proposed solution. For on-site support, the proposal shall include a list of the support vendors, their support responsibilities and the response arrangements. Training shall incorporate no additional cost to JCPS.

Warranty

All submittals to this proposal should include the vendor's equipment and workmanship warranties.

V. INVITATION TO SUBMIT

Johnston County Public Schools Transportation Services plans to contract with one vendor that can provide Wi-Fi on 255 school buses for a term of 3 years. Johnston County Public Schools is seeking a vendor whose combination of experience and

personnel will provide timely, cost effective and quality professional services. The vendor must provide or arrange to provide all materials, equipment, software, licenses, warranties, installation, technical support and training for this project.

The vendor should plan for work to be done as necessary to accommodate the school district's class and transportation schedules. All vendor employees and/or subcontractors are required to have visible identification badges at all times while on school property. Vendor shall be responsible for ensuring no employee or subcontractor comes onto school property who has been convicted of a felony, who appears on any sex offender registry, or who has been convicted of a misdemeanor involving harm to children. The vendor shall maintain worker's compensation insurance for its employees and general liability insurance with at least \$1,000,000 in coverage.

VI. SELECTION COMMITTEE

A selection committee will evaluate the information submitted. Please do not contact any JCPS staff member other than the designated contact person (Marlon Watson by email only) regarding the project contemplated under this RFP while the RFP is open, and a selection has not been finalized. Any attempt to do so may result in disqualification of the carrier's submission for consideration.

VII. REQUEST FOR PROPOSALS CRITERIA

Proposal package (bid) will be evaluated on the ability to meet requirements of this Request for Proposals (RFP). Proposals will be evaluated according to RFP pricing (60%), equipment quality & quantity (20%), quality and ease of use of software functionality (10%), experience and professional reputation (10%). Award will be based on Best Value and Quality of Service.

VIII. QUESTIONS

Please direct all questions and requests for information to Marlon Watson at marlonwatson@johnston.k12.nc.us, subject line must reference **RFP No. 200-JCPS-WIFI-8082023-CR** no later than **5:00 pm on July 31, 2023**.

Responses to these questions will be provided no later than **August 2, 2023 via Addendum**.

IX. SUBMITTAL REQUIREMENTS

Each carrier is solely responsible for the timely delivery of its Proposal Package. All Proposal Packages must be **SEALED** and received by **1:00 PM on Tuesday, August 8, 2023 at 159 Galilee Road, Smithfield, NC 27577, RFP No.**

200-JCPS-WIFI-8082023-CR. Carriers accept all risks of late delivery of proposal packages.

Johnston County Public Schools
Transportation Services
RFP No. 200-JCPS-WIFI-8082023-CR
Attn: Marlon Watson
159 Galilee Road
Smithfield, NC 27577

NOTE: RFP No. 200-JCPS-WIFI-8082023-CR and vendor name, must be present and visible and clearly labeled on the outer shipping package/container/envelope otherwise the bid will be rejected. Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this Request for Proposals will not be acceptable. **Late Bids will not be accepted.**

MAILING INSTRUCTIONS: Mail only one fully executed bid document and only one bid per envelope. Bids should be completely sealed, address envelope, and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

DELIVER TO:

Johnston County Public Schools
Transportation Services
RFP No. 200-JCPS-WIFI-8082023-CR
Attn: Marlon Watson
159 Galilee Road
Smithfield, NC 27577

**RFP number and vendor name must be
clearly written on OUTER envelope
FAILURE TO INCLUDE BID NUMBER AND
VENDOR NAME ON OUTER ENVELOPE MAY
CAUSE BID TO BE CONSIDERED
NONRESPONSIVE**

X. COST OF RESPONDING

This solicitation does not commit JCPS to pay any costs incurred by the vendor or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is JCPS obligated to procure or contract for such services.

XI. PRICING

REQUIRED BID SUBMITTAL FORM

School Bus Wi-Fi Pilot Program - JCPS

Bids will be received until August 8, 2023 at 1:00 PM

Vendor name and address:

Complete bid for total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training, warranties).

	Year 1	Year 2	Year 3
Hardware- Include costs of hardware and hardware support			
Software- Include software support			
Labor- Include costs of hardware installation costs			
Total			

Total Bid: \$ _____

Vendor's name: _____

Contact person: _____

Email address: _____

Telephone number: _____

Fed ID/SS No.: _____

Has your company been debarred, suspended, excluded or ineligible from doing business with either the state or Federal Government? YES _____ NO _____

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quotation and certify that I am authorized to sign this quotation for the bidder.

Signature _____ Date _____

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

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

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

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
663059712. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this request for proposals, the specifications. Johnston County Public Schools ("JCPS") objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
663059713. **DEFINITIONS:**
- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to this Request for Proposals.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
663059714. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
663059715. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
663059716. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
663059717. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
663059718. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
663059719. **RECYCLING AND SOURCE REDUCTION:** It is the policy of JCPS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of JCPS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
663059720. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from JCPS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
663059721. **ACCEPTANCE AND REJECTION:** JCPS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
663059722. **REFERENCES:** JCPS reserves the right to require a list of users of the exact item offered. JCPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
663059723. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to JCPS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by JCPS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by JCPS or the bidder, JCPS reserves the right to accept any item or group of items on a multi-item bid. JCPS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, JCPS

reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by JCPS to be pertinent or peculiar to the purchase in question.

663059724. **HISTORICALLY UNDERUTILIZED BUSINESSES:** JCPS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
663059725. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, JCPS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
663059726. **SAMPLES:** Sample of items, **when required**, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become JCPS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
663059727. **AWARD PROCEDURES:** Contract award notice shall be posted on JCPS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
663059728. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Johnston County Public Schools Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to JCPS. Unless formally waived by JCPS, the existence of a family relationship covered by this Contract is grounds for immediate termination by JCPS without further financial liability to the Bidder.
663059729. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, JCPS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. JCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to JCPS.
663059730. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing JCPS, indicating the specific regulation which required such alterations. JCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
663059731. **TAXES:** Any applicable taxes shall be included. G.S. 143-59.1 bars the JCPS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
663059732. **SITUS:** The place of this contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
663059733. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
663059734. **INSPECTION AT BIDDER'S SITE:** JCPS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for JCPS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
663059735. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) or check from other customers.
663059736. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
663059737. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or

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

663059738. **PATENT:** The Bidder shall hold and save JCPS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by JCPS or disclosure of any information pursuant to the NC Public Records Act.

663059739. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted.

However, upon written request approved by the purchasing department and solely as a convenience to the Bidder, JCPS may:

a. Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and

b. Include any person or entity designated by Bidder as a joint payee on the Bidder's payment check.

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

663059740. **INSURANCE:**

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

- b. **Public liability and Property Damage Insurance** - The Bidder shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

- c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

- d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Johnston County Public Schools Board of Education is listed as additional insured on general liability.

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

663059741. **GENERAL INDEMNITY:** The Bidder shall hold and save JCPS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against JCPS agents who are involved in the delivery or processing of Bidder goods to JCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

663059742. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

663059743. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

663059744. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Bidder to other

customers.

- a. **Notification:** Must be given to JCPS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** JCPS shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with JCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by JCPS shall occur not later than 15 days after the receipt by JCPS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

663059745. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

663059746. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. JCPS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if JCPS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

663059747. **ACCESS TO PERSONS AND RECORDS:** JCPS auditors shall have access to any records as a result of this bid or the Contract. JCPS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.

663059748. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

663059749. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

663059750. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

JCPS Purchasing Department Ethics Policy and Standards of Conduct

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

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

Conflict of Interest:

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

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

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

Nepotism:

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

Gifts to Employees:

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

JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE

PURPOSE

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

PROCEDURE

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

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

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

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

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

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