

<p>Johnston County Public Schools</p> <p>Purchasing Department</p> <p>Refer <u>ALL</u> Inquiries to: Cynthia Rivera</p> <p>Telephone No: 919-934-6032 Ext. 8065</p>	<p>REQUEST FOR PROPOSALS NO. 200-JCPSSS-12162024-CR Student Success Curriculum</p>
	<p>Bids will be publicly opened at:</p> <p>Johnston County Public Schools West Campus Suite 110 211 East Rose Street Smithfield, NC 27577</p>
	<p>Contract Type:</p>
	<p>Commodity:</p>
<p>E-Mail: purchasing@johnston.k12.nc.us</p>	<p>Using Agency Name: Johnston County Public Schools</p>
<p>(See page 7 for hand delivery and mailing instructions.)</p>	

BACKGROUND

Johnston County Public School (JCPS) is seeking curriculum to support students growth in the following areas: Leadership, Character Building, Resilience, Bully Prevention, Substance Use Prevention. Funding has not yet been secured for this curriculum, but will be requested based on information acquired during the request for proposal process. Johnston County Public Schools (JCPS) requests pricing options for a one-year, three-year, and five-year contract to establish a contract pending available funds. The criteria for this curriculum and related materials include:

- must align to the American School Counseling Association (ASCA) Student Standards: Mindsets & Behaviors for Student Success
- coherent in design for grades K-12
- include lessons and activities that can be delivered for multiple levels of support (i.e. Tier 1 - whole class instruction, Tier 2 - small group, Tier 3 - individual student support)
- must incorporate various ways for students to interact with concepts to increase learning engagement
- must include messaging that can be used / modified to communicate learned concepts with caretakers for information and continued learning at home
- support teachers to fully implement whole group instruction and school counselors to implement small group instruction materials, understand the skills and learning of their students, and support a range of learners
- identify the instructional model/approach and research-based strategies utilized

Johnston County Public Schools Profile

Johnston County Public Schools (JCPS) is a rapidly growing large school district in the state of North Carolina serving over 37,000 students. At the start of the 2025-2026 school year, JCPS will have twenty-four (24) elementary schools, one (1) K-8 school, twelve (12) middle schools, one (1) 6-12 school, seven (7) traditional high schools, (1) virtual K-12 school, (1) 6-12 alternative school, and two (2) small specialty high schools.

Johnston County Public Schools Strategic Plan

District Goal: Johnston County Public Schools supports a district-wide culture where all instructional staff analyze student data, reflect on their practice, collaborate with their peers, and incorporate best-practice teaching strategies to ensure high levels of learning and increased student achievement for all students.

Guaranteed and Viable Curriculum Critical Initiative: Establish district-wide policies, procedures, and practices that ensure a rigorous, relevant core curriculum is taught to all students.

Johnston County Public Schools Curricular Needs

A. Define Curriculum as Part of Core

- a. Core (DPI MTSS): Core (Tier I) instruction includes general academic, behavioral and social-emotional instruction and support designed and differentiated for all students. Core (Tier I) academic instruction should be aligned with the North Carolina Standard Course of Study (NCSCOS) and the behavioral and social-emotional instruction should be aligned with locally developed expectations. The delivery of instruction at this level should include evidence-based, whole group and small group strategies, as well as differentiated instruction based on the size and diversity of the learners in the group and the expertise of the teacher.
- b. Core Curriculum (DPI MTSS): The materials, instructional programs, texts, lessons and mapping (for academics and behavior/social-emotional functioning) delivered to all students. These should be evidence-based, aligned with student needs, provide clear mapping towards meeting standards, take into account student skill deficits, and align with school resources.

B. Determine Needs

- a. In an effort to support a consistent framework for teaching skills for students' success through a guaranteed and viable curriculum, Johnston County Public Schools is seeking resources that engage students, support educators, and that align with the American School Counseling Association (ASCA) Student Standards: Mindsets & Behaviors for Student Success
- b. Educators want and need resources to support teaching and learning, however, they want to have training and support that is sustainable for resources provided to ensure they are using the resource as designed.
- c. Educators desire support in integrating instructional shifts in practice pedagogy with curricular resources.
- d. There is a strong desire for strengthened professional development and onboarding to support educators with quality lesson design and delivery, specifically in the area of social-emotional instruction.
- e. JCPS has not previously had a district-wide curriculum to provide social-emotional instruction for students to build skills in leadership, character, resilience, bully prevention and substance use prevention.

Student/Staff Numbers:

The following chart provides approximate information regarding numbers of schools and students:

Grade Span	Number of Schools	Number of Students + growth
K-5	25	K - 2833 1 - 2833 2 - 3003 3 - 3043 4 - 3183 5 - 3133
K-8 Dual Language (Spanish materials)	4*	K - 200 1 - 200 2 - 160 3 - 160 4 - 150 5 - 150

6-8	15*	6 - 2937 7 - 2632 8 - 2746
9-12	12	9 - 3298 10 - 3215 11 - 3049 12 - 2994

*6-8 Grade Span School includes one K-8 school and one 6-12 school. These schools are also included in the other grade span counts. There is one virtual school that serves students in grades K-12; it is included in all three grade span counts. Three (3) elementary schools and one (1) middle school have a Spanish dual language program.

PROPOSAL EVALUATION

An evaluation team will review the proposals. The criteria listed throughout this document will be used to evaluate how fully each proposal meets the requirements of this RFP. **Please submit the completed criteria form (pages 10-11) along with this RFP.**

Documents, samples, and/or learning platform/online access can all be used to verify the vendor's expertise/products. This RFP is not for content development; we are seeking rich content that is fully developed and accessible to students and educators (teachers and support staff).

NOTICE TO BIDDERS

All bids are required to be **SEALED** and sent in either by hand delivery or mail, and received by Johnston County Public Schools Student Services Department, West Campus, Suite 110, 211 E. Rose Street, Smithfield, NC 27577 **RFP No. 200-JCPSSS-12162024-CR**, Attn: Amanda Allen no later than **10:00AM (local time), December 16, 2024**. All replies must reference **RFP No. 200-JCPSSS-12162024-CR** and include **Vendor Name**.

Failure to execute/sign bid (refer to page 6) prior to submission shall render bid invalid. Late bids are not acceptable. All packages sent in must be received by the bid deadline otherwise they will not be accepted.

NOTE: RFP No. 200-JCPSSS-12162024-CR and Vendor Name, must be present and visible and clearly labeled on the outer shipping package/envelope/container otherwise the bid may be rejected. Refer to page 7 for proper mailing instructions and hand delivery instructions.

Bids submitted via facsimile (FAX) machine in response to this request for proposal **will not** be accepted. Bids are subject to rejection unless submitted on this form. Late Bids will not be accepted and will be considered nonresponsive.

Bidder Questions

All questions concerning this RFP, or any request for additional data or information must be submitted in writing via email to Amanda Allen, amandaallen@johnston.k12.nc.us, subject line must reference **QUESTIONS RFP No. 200-JCPSSS-12162024-CR**, by **December 2, 2024 by 4:00 pm ET**

Responses to these questions will be provided **no later than December 4, 2024 by 4:00 pm ET** via this [LINK](#). JCPS will make every effort to provide answers to questions within 24 hours of receiving the question via the Link provided. Questions received after the timeframe provided to submit questions are not guaranteed to be answered. JCPS will make every effort to answer any and all questions submitted.

ANTICIPATED TIMETABLE

Event	Responsibility	Date & Time
Post RFP	JCPS	November 18, 2024
Submit Written Questions to Amanda Allen via email: purchasing@johnston.k12.nc.us	Vendor	December 2, 2024 at 4:00 pm EST
Provide Responses to Questions at this LINK	JCPS	December 4, 2024 at 4:00 pm EST
Submit Bids	Vendor	December 16, 2024 at 10:00 am EST
Invite Selected Companies to Round 1 Presentations using the following criteria (100% of the criteria in each gateway must be met before moving to the next gateway): Gateway 1: Non-Negotiables portion of the Rubric. All Non-Negotiables must be met to move to Round 1. In addition, the following will be used to determine which companies move to Round 1.	JCPS	January 13, 2025
Selected Companies Available for Round 1 Presentations (virtually or in person at company discretion)	Vendor	January 22, January 23, and January 24, 2025 (specific date and time listed on email invitation)
Gateway 2: Use the Other Consideration portion of the Rubric (evaluation details on pgs. 8-9) to select companies for Round 2. A minimum score of 55 is necessary to progress to Round 2.	JCPS	no later than Friday, January 31, 2025
Communicate with Companies regarding selection for Round 2	JCPS	Friday, January 31, 2025
Samples Provided to All District Schools (page 14). Rubric to evaluate samples on page 8-9	Vendor	Friday, February 14, 2025

Round 2 Presentations (Vendor Fair) (Round 2 evaluation details on pages 8-9)	Vendor	February 26 - 28, 2025
Decision Analysis protocol from TregoEd Completed (evaluation details on pg. 9)	JCPS	No later than March 7, 2025
Award Notice	JCPS	Scheduled Board Meeting on April 8, 2025

** Historically Underutilized Businesses are encouraged to bid*

EXECUTION

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

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

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

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
HAS YOUR COMPANY BEEN DEBARRED, SUSPENDED EXCLUDED OR INELIGIBLE FROM DOING BUSINESS WITH EITHER THE STATE OR FEDERAL GOVERNMENT? YES _____ NO _____			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

HAND DELIVERY: An original bid document, 3 printed copies of the bid, and 1 digital copy of the bid on a USB drive in a single envelope (4 printed + 1 digital copies total). Bids should be completely sealed, address envelope/package/container and include **bid number** as shown below. Hand deliver to Johnston County Public Schools' Student Services Department, West Campus Building, 211 E. Rose Street, Smithfield, NC 27577 **RFP No. 200-JCPSSS-12162024-CR**, Attn: Cynthia Rivera, no later than **10:00 AM EST on December 16, 2024**. Bids must be delivered between Monday - Friday from the hours of 8:00am - 4:00pm. JCPS will be closed on November 28th and 29th. JCPS is closed Saturday-Sunday.

MAILING INSTRUCTIONS: Mail an original bid document and 3 printed copies of the bid, and 1 digital copy of the bid on a USB drive in a single envelope (4 printed + 1 digital copies total). Bids should be completely sealed, address the shipping envelope/package/container and include **bid number** as shown below to identify it as a bid. Johnston County Public Schools Student Services Department, West Campus Building, Suite 110, 211 E. Rose Street, Smithfield, NC 27577 **RFP No. 200-JCPSSS-12162024-CR**, Attn: Cynthia Rivera, no later than **10:00 AM EST on December 16, 2024** at which time they will be publicly opened. JCPS will be closed on November 28th and 29th. JCPS is closed Saturday-Sunday.

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 Student Services Department West Campus Building, 211 E. Rose Street, 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-JCPSSS-12162024-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.**

DELIVER TO:

Johnston County Public Schools
Curriculum Instruction and Accountability
RFP No. 200-JCPSSS-12162024-CR
Attn: Cynthia Rivera
West Campus
211 E. Rose Street
Smithfield, NC 27577

**VENDOR NAME AND
BID NUMBER MUST BE INDICATED
ON THE OUTER SHIPPING
PACKAGE/CONTAINER/ENVELOPE**

AWARD CRITERIA: As provided by Statute, award will be based on the lowest and best bid most advantageous to Johnston County Public Schools as determined by consideration of rubrics provided throughout RFP as well as pricing.

Round 2 Criteria: [TO BE COMPLETED BY JCPS IN ACCORDANCE WITH TIMELINE]

Other Considerations for Student Success Curriculum Materials A minimum score of 55 is necessary for Gateway 2.		
Dimension	Criteria	Scale: 0-5
Teacher Resources	Materials include lessons and activities that can be delivered for multiple levels of support (i.e. Tier 1 - whole class instruction, Tier 2 - small group, Tier 3 - individual student support)	
	Materials identify the instructional model/approach and research-based strategies utilized	
	Materials support teacher learning and understanding of Student Success concepts. Teacher materials provide support for the teacher through useful annotations, strategies, and methodologies of instruction. Materials alert teachers to and address misconceptions students may have.	
	The material is user-friendly, with easy navigation to lessons and resources for teachers	
	Materials include a lesson structure and scope and Sequence that is feasible. The suggested time per lesson is reasonable and can be implemented in the time allotted	
	Must include messaging that can be used / modified to communicate learned concepts with caretakers for information and continued learning at home	
	Curriculum supports teachers to fully implement whole group and small group instruction	
	Curriculum supports student growth in Substance Use Prevention	
	Professional learning options (digital or in-person) are available to support teachers in successful implementation of the curriculum	
Dimension	Criteria	Scale: 0-5
Student Resources	Curriculum incorporates various ways for students to interact with concepts to increase learning engagement	
	Material is user-friendly, with easy navigation to lessons and resources for students.	
	Materials are designed to leverage diverse cultural and social backgrounds of students. Materials represent a diverse balance of subgroups and are bias free and non-stereotypical. Materials provide a balance of images or information about people representing various demographics and physical characteristics.	
	Materials support English Learners with regular and active participation learning opportunities.	

	Materials are available in English and in Spanish.	
Dimension	Criteria	Scale: 0-5
Digital Tools	Materials include robust digital resources for student learning, practice and assessment. Digital materials provide opportunities for meaningful, interactive experiences.	
	Digital materials (for teachers and students) are accessible, easy to navigate, visually appealing and not distracting from content.	

Criteria for Decision Analysis: [TO BE COMPLETED BY JCPS IN ACCORDANCE WITH TIMELINE]

Non-Negotiable Criteria	
Meets JCPS Core Rubric Non-negotiable Criteria (Alignment, Construction of Knowledge, Instructional Approach and Scope, Digital Access)	Yes or No
Cost Effective	Yes or No
Attainable PD Support	Yes or No
Additional Dimensions as defined by the JCPS Core Rubric	
Criteria	Trego Analysis Multiplier Scale
Teacher Resources	25%
Student Resources	25%
Digital Tools	25%
Educator Feedback (Educator Feedback Form)	25%

Criteria Form: **(BIDDER COMPLETES)**

Please complete the criteria table for each grade/course below:

Vendor:	Grade/Course:
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Non-Negotiables for K-12 Student Success Materials Rubric			
Dimension	Criteria	Yes	No
Alignment	Curriculum aligns with the North Carolina Student Success Standards: Mindsets & Behaviors for Student Success		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		
Dimension	Criteria	Yes	No
Digital Access	Identical curriculum is available in both digital and physical format		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		
Dimension	Criteria	Yes	No
Construction of Knowledge	Curriculum supports student growth in the following areas: Leadership, Character Building, Resilience, and Bully Prevention.		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		
Dimension	Criteria	Yes	No
Instructional Approach and Scope	Curriculum is coherent in design for grades K-12		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		

Other Considerations for Student Success Curriculum Materials Rubric			
Dimension	Criteria	Yes	No
Teacher Resources	Materials include lessons and activities that can be delivered for multiple levels of support (i.e. Tier 1 - whole class instruction, Tier 2 - small group, Tier 3 - individual student support)		
	Materials identify the instructional model/approach and research-based strategies utilized		

	Materials support teacher learning and understanding of Student Success concepts. Teacher materials provide support for the teacher through useful annotations, strategies, and methodologies of instruction. Materials alert teachers to and address misconceptions students may have.		
	The material is user-friendly, with easy navigation to lessons and resources for teachers		
	Materials include a lesson structure and scope and sequence that is feasible. The suggested time per lesson is reasonable and can be implemented in the time allotted		
	Must include messaging that can be used / modified to communicate learned concepts with caretakers for information and continued learning at home		
	Curriculum supports teachers to fully implement whole group and small group instruction		
	Curriculum supports student growth in Substance Use Prevention		
	Professional learning opportunities (digital or in-person) are available to support teachers in successful implementation of the curriculum		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		
Dimension	Criteria	Yes	No
Student Resources	Materials incorporate various ways for students to engage with the content		
	Material is user-friendly, with easy navigation to lessons and resources for students.		
	Materials are designed to leverage diverse cultural and social backgrounds of students. Materials represent a diverse balance of subgroups and are bias free and non-stereotypical. Materials provide a balance of images or information about people representing various demographics and physical characteristics.		
	Materials support English Learners to participate and engage in learning.		
	Materials are available in English and in Spanish.		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		
Dimension	Criteria	Yes	No
Digital Tools	Materials include robust digital resources for student learning, practice and assessment. Digital materials provide opportunities for meaningful, interactive experiences.		
	Digital materials (for teachers and students) are accessible, easy to navigate, visually appealing and not distracting from content.		
	<i>If yes is selected for indicator(s), provide examples. If no is selected, explain. All information is needed at time of bid opening.</i>		

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(s) which in its sole judgment best meet 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.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

JCPS will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by the bidder in **BLUE** ink. Otherwise it will be considered that items offered are in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet in **BLUE** ink. However, no implication is made 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.

ITEMS AND SERVICES TO BE PURCHASED

Please include pricing options for a one-year, three-year, and five-year contract. Curriculum services will be paid on an annual basis per year of select contract term. Please clearly state the total cost for materials / resources and the yearly cost for curriculum broken down and then the total cost for pricing options for one-year, three-year and five-year contract.

CURRICULUM MATERIALS AND SERVICE			
Quantity	Description (describe product, including teacher and/or student and grade level)	Unit Price	Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Please include and describe any additional fees			\$
Sales Tax (6.75%)			\$
Shipping to individual school sites			\$
TOTAL			\$

PLEASE PROVIDE COMPLETE DESCRIPTIONS OF MATERIALS AND SERVICES TO ENSURE IT ALIGNS WITH JCPS NEEDS. FOR MATERIALS PLEASE PROVIDE ALL INFORMATION AND ITEM NUMBERS. 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.

Additional Quantities

Johnston County Public Schools is requesting for the period of when an award through the issuance of a valid Purchase Order from Johnston County Public Schools (JCPS) until the contract termination date of the contract., the right to acquire additional quantities at the amount quoted in this bid.

By signing below the bidder agrees to honor unit price for additional quantities needed not to exceed the termination date of the contract.

Signature

Date

Printed Name

Date

BID SAMPLES

- Samples to be submitted include at least one sample per grade level, including all student materials and educator materials (e.g. planning guides). If physical materials are not available, provide a document that can be distributed to educators that outlines the materials and links or a QR code for educators to access (including necessary login information).

Samples should reflect the submission in the chart included on page 13 and should not include items/services not included in the price.
- Samples will be examined based on ease of use, alignment to NCSCoS, support available for educators (content and pedagogical), clarity and organization of materials, and meet needs of students and educators, in addition to the criteria outlined in the rubric on pages 8-9.
- Samples can be returned to the bidder upon their request.

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 Proposal, 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 a Request for Proposal.
 - **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 **150 days** from the date of bid opening. Preference may be given to bids allowing not less than 150 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.

Federally Required Clauses

Remedies for Breach: Contracts exceeding the Simplified Acquisition Threshold (\$250,000) must address administrative, contractual, or legal remedies where contractors violate or breach contract terms.

Termination for Cause/Convenience: Contracts in excess of \$10,000 must address ability of non-Federal entity to terminate (1) for cause, and (2) for convenience (i.e., for any reason).

Equal Opportunity Clause: "Federally assisted construction contracts" (41 C.F.R. 60-1.3) must include the Equal Opportunity Clause specified at 41 C.F.R. Part 60-1.4(b).

Davis-Bacon Act: "Where required by Federal program legislation", all prime construction contracts" in excess of \$2,000 must require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144; 3146-3148) and implementing regulations. Generally, the Act requires payment of "prevailing wages" specified in Department of Labor guidance and payment no less than once per week.

Copeland Anti-Kickback Act: All prime construction contracts in excess of \$2,000 include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), which generally prohibits contractors from inducing any person involved in construction to give up any compensation to which they are entitled.

Contract Work Hours and Safety Standards Act: Requires computing wages of mechanics and laborers used in construction work on basis of 40-hour work week and 1.5x pay overtime wages. Prohibits requiring laborers and mechanics from working in unsanitary, hazardous, or dangerous settings.

Rights to Inventions Made Under a Contract or Agreement: Requires non-Federal entity to comply with 37 C.F.R. Part 401 (implementing provisions of Bayh-Dole Act), which governs rights to certain intellectual property develop with the proceeds of federal funding.

Clean Air Act and Federal Water Pollution Control Act: Contracts and subawards in excess of \$150,000 must contain a provision requiring non-Federal award to agree to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water.

Suspension and Debarment: Contracts cannot be awarded to exclude parties. Contractor should certify that contractor, principals, or affiliates are excluded or disqualified. Contractor should agree to flow down requirements to covered transactions.

Byrd Anti-Lobbying Amendment: Contractors that apply or bid on contracts exceeding \$100,000 must file with recipient or subrecipient the certification found at 31 C.F.R. Part 21, Appendix A (Certification Regarding Lobbying). Separately, all contractors must certify to tier above that it will not and has not used Federal appropriated funds to lobby (as further defined in the clause).

Procurement of Recovered Materials: Requires contractors to comply with Section 6002 of Solid Waste Disposal Act, which generally requires procuring only items designated by EPA at 40 CFR Part 247 as containing "highest percentage of recovered materials practicable" where the cost of a purchase exceeds \$10,000.

Huawei / ZTE Ban ("Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment"): Prohibits recipients or subrecipients from obligating grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend a renew a contract) to procure or obtain...

Equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential part of any system, or as critical technology of any system.

“Covered telecommunications equipment or services” includes items produced by certain Chinese manufacturers specified in 2 C.F.R. 200.216.

Domestic Preferences Clause: 2 C.F.R. 200.322 states that “as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).”

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.
5. 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 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 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.

CONTRACT PROVISIONS

By submission of a proposal, the 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.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") / Race to the Top ("RttT") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA/RttT-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA/RttT, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any subcontractors. No direct payment will be made for providing said reports, as the cost for the same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA/RttT Section 902

Section 902 of the ARRA/RttT requires that each contract awarded using ARRA/RttT funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA/RttT with respect to contracts funded with recovery funds made available under the ARRA/RttT. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA/RttT provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA/RttT requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA/RttT requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA/RttT shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon fund availability or required state matching funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.