




Memorandum from Purchasing Department
Letter of Instruction for RFP #251-27-112

To: Prospective Parties

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

- All submittals must be organized and indexed according to the order of the required subject matter. The information in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.
- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. **The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal.** Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to bids-mcalvert@wcpss.net.
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal, the Offeror agrees not to use the results therefrom as part of any news release or commercial advertising.
- **Submit one (1) signed, original response via electronic Vendor Portal (eVP) by the specified time and date of opening. Vendor shall bear all risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, or local power outages. Vendor must include all pages of this solicitation in their response. Inability by WCPSS to open the Vendor's files may result in the offer(s) being rejected as non-responsive.**
- **Questions or issues related to using the eVP Ariba Sourcing Tool can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.**
- Offerors are cautioned that responses will be deemed nonresponsive if they do not include all required information and submittals as requested.
- Offerors shall not be debarred from doing business with Wake County, North Carolina, or the federal government. Offeror shall disclose a debarment or UCC lien.
- Include a copy of IRS Form W-9 along with WCPSS Vendor Information Form (Attachment A).
- Before submitting a bid, Vendor must be registered with North Carolina eVP. Additional information can be found at <https://eprocurement.nc.gov/registering-evp/download?attachment>. There is **no cost** to register. WCPSS publicly advertises proposal solicitations on the following sites: NC eVP - <http://webarchive.wcpss.net/about-us/purchasing/open-bids.html> and WCPSS - <https://evp.nc.gov/solicitations>. Please review these sites for updates and amendments during the proposal timeframe.

 <p>WAKE COUNTY PUBLIC SCHOOL SYSTEM</p>	Request for Proposal #251-27-112	
	PUBLIC BID OPENING: JUNE 3, 2026 @ 2:00 PM ET	
1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	Contract Type: Agency Specific Term Contract	
Refer ALL Inquiries to: Marcella Calvert Telephone No: 919-588-3457 E-Mail: bids-mcalvert@wcpss.net	Commodity: 811123 – IT Network Installation Services Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

NOTICE TO VENDORS

Electronic proposals, subject to the conditions made a part hereof, will be received until 1:00 PM ET on the day of opening and then opened, for proposal submittal process the commodity or service as described herein. Refer to proposal submittal below for information regarding delivery. Proposals are subject to rejection unless submitted electronically in the North Carolina electronic Vendor Portal (eVP).

EXECUTION

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

Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.

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

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

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

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

Vendors’ proposals for this procurement must be submitted through electronic Vendor Portal (eVP). For training on how to use eVP to view solicitations, submit questions, develop responses, upload documents, and submit offers to the district, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	WCPSS	May 18, 2026
Questions submitted to: bids-mcalvert@wcpss.net (Reference RFP # 251-27-112 in subject line)	Vendor/WCPSS	May 21, 2026, at 2:00 PM/ET
Provide Response to Questions	WCPSS	May 27, 2026 by end of business day
Submit Proposals	Vendor	By June 3, 2026, 1:00 PM/ET
Public Live Bid Opening (Vendor attendance is not required)	WCPSS, Vendor	June 3, 2026, at 2:00 PM/ET Microsoft Teams meeting Join: https://teams.microsoft.com/meet/259005959910579?p=W6UUAaduOs1hTRvM Meeting ID: 259 005 959 910 579 Passcode: Do76pT39

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to bids-mcalvert@wcpss.net by the date and time specified above. Vendors should enter “RFP #251-27-112 Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

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

PROPOSAL EVALUATION

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. The services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

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

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

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

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received.

TERM OF CONTRACT

The contract service shall be for a period of one (1) year and shall begin July 1, 2026, through June 30, 2027, subject to the continuation of the program and the availability of funds. The Wake County Public School System reserves the right to extend the contract for two (2) additional one (1) year terms, provided the vendor continues to offer qualified contract resources at competitive rates.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

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

ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the Electronic Vendor Portal (eVP) to connect vendors with state government organizations that purchase goods and services and allows the public to retrieve award notices and other information. Please register at <https://evp.nc.gov> to receive bid notification and electronic procurement opportunities from Wake County Public Schools. Results may be found by searching by Solicitation Number. This

information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

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

Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.

(North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

(Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>

SCOPE OF WORK

BACKGROUND

WCPSS Technology Services Division supports over 200 sites for approximately 161,000 students and approximately 20,000 staff. TSD provides comprehensive technology support, service request management, and asset reporting. WCPSS is the 15th largest school district in the United States and the largest in North Carolina, operating on multiple academic calendars. The school year begins in early July and concludes on June 30. A list of schools and locations can be accessed via the internet site www.wcpss.net.

PURPOSE

The Wake County Public School System is seeking to secure a contract, or contracts, to provide IP network monitoring, operational support, troubleshooting, and maintenance services for all WCPSS facilities throughout the county now or hereafter owned, leased, or possessed by WCPSS. WCPSS facilities consist of all real property and buildings owned or leased by WCPSS at sites designated.

SCOPE OF WORK

1.1 Project Overview

The Wake County Public School System (WCPSS) is seeking a qualified vendor to provide **installation, moves, adds, deletions, and changes on a time and material basis for the district's enterprise IT network infrastructure.**

The selected vendor will operate as the **primary operational support partner** for the WCPSS Network Services team and will be responsible for monitoring, troubleshooting, configuration management, and operational maintenance of the district's network environment.

The vendor will work collaboratively with WCPSS technical staff, who retain responsibility for network architecture and strategic design decisions.

1.2 Network Environment

WCPSS operates one of the largest K-12 enterprise networks in the United States. The current environment includes 254 locations within Wake County:

- 128 Elementary Schools
- 43 Middle Schools
- 39 High Schools
- 9 non-instructional facilities
- Supporting over 161,000 students and approximately 20,000 staff

Additional infrastructure details:

- One primary data center, one secondary backup facility

- Two perimeter firewalls
- 100 Gbps Internet connectivity
- 5–10 Gbps fiber WAN connections to each location
- ~30,000 managed network devices (routers, switches, wireless access points, analog voice gateways)
- Approximately 50 tickets per week

The environment is based primarily on **Cisco and Meraki network technologies** and includes internally developed monitoring and asset management tools.

For the 2026-2027 school year, the district anticipates the replacement of the LAN and Wireless Network infrastructure in 75 schools, with a combined asset refresh of 5,964 devices. For capacity planning purposes, the district assumes an average of 6.25 sites per month, 80 FTE hours per site.

1.3 Service Model

The selected vendor will provide **IT network installation services** including:

- Documentation management
- Vendor coordination and escalation

The vendor will operate within the **WCPSS operational governance framework**, including established change management and ticketing procedures.

1.4 Monitoring and Incident Response – none.

1.5 Network Operations Responsibilities

Vendor Escalation and Coordination

The vendor shall:

- Open and manage support cases with manufacturers or service providers
- Coordinate troubleshooting with vendors
- Escalate critical issues to WCPSS leadership as appropriate

1.6 Firewall and Security Operations – none.

1.7 Change Management

All installations and changes must be made in accordance with the **WCPSS Change Management process**. The vendor shall:

- Submit change requests for all modifications
- Provide documentation of proposed changes
- Implement approved changes within designated schedule

1.8 On-Site Support – none required on a daily basis

1.9 Documentation Requirements

Nearly all network hardware is purchased through the federal E-rate program, which has stringent audit requirements for accurate tracking and verification of assets. The vendor shall develop and maintain operational documentation including:

- Device manufacturer and model
- Serial number
- Installation location (school/site and network closet where applicable)
- Date of installation or deployment
- Device role within the network environment

Asset tracking information shall be maintained in a format approved by WCPSS and must be made available for **E-rate documentation, auditing, and inventory verification purposes**. The Vendor shall ensure that asset records remain **accurate and current** following equipment installations, replacements, or reassignments.

1.10 Ticketing and Work Tracking

All work must be documented within the **WCPSS ticketing system**. Vendor personnel shall:

- Record work performed
- Document asset movement
- Maintain accurate operational records

1.11 Collaborative Deployment Support

Collaborative Deployment Support

The Vendor shall work collaboratively with district's technical staff and vendors for planning, scheduling, and execution of all moves/adds/changes. The vendor shall be responsible for the **initial configuration and preparation of new network hardware** prior to installation at school sites.

Configuration responsibilities include:

- Pre-staging network devices in accordance with WCPSS configuration standards
- Applying required firmware and software versions
- Loading approved configuration templates
- Verifying device readiness prior to deployment

The Vendor shall work collaboratively with the WCPSS Network Operations group to ensure:

- Efficient deployment of network equipment
- Accurate device configuration prior to installation
- Coordination of installation schedules
- Minimal disruption to school operations and instructional activities

This coordination is particularly critical during **school network upgrades, infrastructure refresh cycles, and new school deployments**.

1.12 Operational Reporting Requirements

The vendor shall provide monthly operational reports including:

- number of installations
- mean time to resolution
- recurring issues to resolve
- recommendations for operational improvements
- infrastructure risk observations
- capacity planning insights

1.13 Personnel Requirements

The vendor shall provide **named engineering resources** assigned to the contract. WCPSS reserves the right to approve or reject proposed personnel. Replacement of key personnel after contract award must receive prior written approval from WCPSS. Replacement personnel must possess equal or greater qualifications than the originally proposed individual. The proposal must include:

- Resumes of proposed personnel
- Relevant certifications
- Experience supporting large enterprise networks
- Experience supporting K-12 or public sector organizations

Subcontractor Disclosure

Vendors must disclose all subcontractors that may participate in the delivery of services. Undisclosed subcontractors may not be used without prior written approval from WCPSS.

Location of Support Services

All services must be performed by U.S.-based personnel. Offshore or near-shore services are not permitted under this contract.

Background Checks

All vendor personnel providing services under this contract must complete required criminal background checks and registry checks in accordance with WCPSS policy. Personnel failing these checks may not be assigned to the contract.

Staffing Continuity

The vendor must maintain adequate staffing levels throughout the duration of the contract. Significant changes to staffing levels must receive prior approval from WCPSS.

1.14 Transition Plans

Onboarding

Vendors must provide a transition plan including:

- onboarding timeline
- staffing assignments
- knowledge transfer approach
- risk mitigation plan
- environment review
- documentation review
- monitoring system onboarding
- escalation procedure development

Offboarding

The selected vendor must support a transition period of up to 90 days prior to terminating operational responsibility at the end of the contract.

Transition activities include:

- knowledge transfer
- environment review
- documentation review
- monitoring system onboarding
- escalation procedure development

1.15 Vendor Performance Review and Contract Remedies

WCPSS reserves the right to conduct periodic performance reviews of vendor services. Performance metrics may include:

- incident response times
- resolution times
- documentation quality
- communication effectiveness
- operational stability

Corrective Action

If vendor performance does not meet contractual requirements, WCPSS may require a corrective action plan. The vendor must provide:

- root cause analysis

- remediation plan
- timeline for improvement

Termination for Cause

WCPSS reserves the right to terminate the contract for cause if the vendor:

- repeatedly fails to meet requirements
- fails to maintain staffing commitments
- violates contractual requirements

2. Evaluation Criteria

All bids received that are determined to be “responsive” will be evaluated by WCPSS against the following criteria and weight:

Evaluation Criteria	Weight
Cost	35%
Technical Approach	25%
Staffing Quality	20%
Service Model	10%
K-12 Experience / References	10%

Bids will be evaluated in comparison to other bid responses and in their individual ability to meet WCPSS needs.

Scoring Guidance

- **Cost.** Evaluation of the vendor's proposed pricing and overall value.
- **Technical Approach.** Quality of the proposed monitoring, troubleshooting, and operational methodology.
- **Staffing Quality.** Qualifications, certifications, and experience of proposed engineering staff.
- **Service Model.** Operational structure, monitoring approach, escalation processes, and communication.
- **K-12 Experience.** Experience supporting large school districts or similar public sector environments.

3. Required Vendor Responses

3.1 Organizational Experience. Describe your organization's experience providing enterprise network installation services for large organizations. Vendor must demonstrate experience supporting networks with more than 50,000 network devices. Include:

- number of clients
- network size supported
- years of service

3.2 K-12 Experience. Describe your experience supporting K-12 school districts. Include:

- district size
- scope of services
- duration of engagement

3.3 Technical Approach. Describe your approach to providing installation support for an environment of this size and complexity. Include:

- methodology
- workflow

3.4 Staffing Model. Provide details regarding the staffing model proposed for this contract. Include:

- number of engineers assigned
- certifications
- years of experience

3.5 Vendor Coordination. Describe your experience working with hardware manufacturers and service providers to resolve network issues during installation. Include examples of:

- Cisco TAC engagement
- coordination with WAN providers
- multi-vendor troubleshooting.

3.6 Documentation Practices. Describe how your organization develops and maintains network documentation, including:

- network diagrams
- topology maps
- configuration standards

3.7 Transition Plan. Describe the approach your organization will use to transition operational support responsibilities from the current provider to your organization. Vendors must provide a transition plan including:

- onboarding timeline
- staffing assignments
- knowledge transfer approach
- risk mitigation plan
- environment review
- documentation review
- monitoring system onboarding
- escalation procedure development

3.8 References. Provide three references from organizations with similar network scale and operational complexity.

3.9 Pricing Model. Pricing must include all labor, documentation management, and operational services necessary to support the WCPSS network environment. Travel, monitoring platform costs, and operational overhead must be included unless explicitly identified.

Labor Rate Card

Vendor shall provide hourly rates for level of labor and services that are requested by WCPSS. The Labor Category contains example roles for the Vendor to modify.

Labor Category	Hourly Rate	Evenings	Weekend/Holiday
Senior Network Engineer			
Network Engineer			
Network Technician			
Installer			
Project Management			

Pricing Assumptions

Vendors must clearly document:

- staffing levels assumed
- monitoring platform costs
- number of engineers assigned
- onsite vs remote staffing model
- any assumptions regarding WCPSS responsibilities

4. Required Vendor Proposal Structure

Proposals must be organized in the following order:

Section 1 – Executive Summary. Provide an overview of the vendor’s understanding of the WCPSS network operations environment and the services required under this RFP. Include:

- understanding of the environment
- approach to network operations
- key differentiators

Section 2 – Company Background. Provide:

- company history
- years in business
- number of employees
- primary service offerings
- experience supporting large enterprise networks

Section 3 – Technical Approach. Describe how the vendor will provide the services requested in this RFP, including:

- methodology
- troubleshooting procedures
- escalation processes
- vendor coordination practices

Section 4 – Service Delivery Model. Provide detailed information describing:

- staffing model
- operational coverage
- on-site presence
- escalation procedures
- communication protocols

Section 5 – Staffing Plan. Include:

- organizational chart for this contract
- number of staff assigned
- roles and responsibilities

Provide resumes for all proposed engineers. Resumes must include:

- certifications
- years of experience
- relevant network technologies supported
- K-12 or public sector experience

Section 6 – Monitoring Tools and Platforms. (Reserved)

Section 7 – Documentation and Operational Processes. Describe how the vendor will maintain:

- network diagrams
- asset management
- configuration baselines
- IP addressing documentation
- operational procedures

Section 8 – Transition Plan. Provide a detailed transition approach including:

- onboarding timeline
- knowledge transfer process
- monitoring system onboarding
- documentation review
- operational readiness milestones

Section 9 – References. Provide three references from organizations with similar network size or complexity. Each reference must include:

- organization name
- contact information
- years of service
- scope of services provided

Section 10 – Pricing Proposal. Provide pricing using the pricing template provided in this RFP. No alternative pricing structures will be accepted.

Value Added Products and Services

Include any additional services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value at no additional cost to the district.

IMPORTANT:

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION: During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Marcella Calvert at bids-mcalvert@wcpss.net.

REQUIRED SUBMITTALS

The Vendor shall submit the following information with the proposal:

- Pages 10-11, Item 3.1 thru 3.9 “Required Vendor Responses, in the format specified in Section 4
- Customer References (Page 18)
- Completed Attachment A and C
- Signed/Executed Page 2

DEADLINE FOR PROPOSAL SUBMITTAL

Proposals are due no later than **June 3, 2026 at 1:00 PM ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

CUSTOMER REFERENCES

Vendors shall provide at least three references for similar size and scope projects, for which comparable services and supplies have been, and continue to be, provided. WCPSS may not be used as one of the references.

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

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

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

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.
1. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
2. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
3. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
4. **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.
5. **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.
6. **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.**
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
9. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
10. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
11. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

13. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
14. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
15. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested, as specified above.
16. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
17. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
18. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
20. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
21. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
22. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
23. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
24. **PAYMENT TERMS:** Payment terms are Net no later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
25. **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.
26. **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.
27. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

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

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

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

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

29. **INSURANCE:**

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

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

30. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
31. **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.
32. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
33. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
34. **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.
35. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of

birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

36. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
37. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
38. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
39. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
40. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

Exhibit B - Insurance Requirements

COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION ARE STANDARD LINES OF COVERAGE REQUIRED FOR ALL WAKE COUNTY BOARD OF EDUCATION (WCBOE) AGREEMENTS

Type of Insurance	Type of Service	Minimum Insurance Limits
Commercial General Liability (CGL) for direct operations, contractual liability and completed operations with limits not less than those stated	All Services	\$1,000,000 each occurrence Including Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate and Medical Expense \$5,000 (any one person)
Commercial Automobile Liability (CAL) including coverage for owned, hired, and non-owned vehicles: Enhanced Limits Automobile Liability	All Services operating vehicles on WCPSS sites or transporting goods. Contact WCPSS Risk Management For services that transport Students or Staff Contact WCPSS Risk Management for Charter/Motorcoach Transportation	\$1,000,000 per occurrence Combined Single Limit each accident. \$2,000,000 per occurrence Combined Single Limit (for Hired Transportation example EC Transportation, Special Events) \$5,000,000 per occurrence/Combined Single Limit required for Charter/Motorcoach Transportation Services
Workers Compensation (WC) including Occupational Disease and Employer's Liability Insurance.	All Services Required for any contractor with three or more W2 employees. Contractors not required by law to carry Workers Compensation may be required to provide proof of or attest the personal health insurance	Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws. Part B: Employer's Liability Bodily Injury by Accident: \$500,000 each accident Bodily Injury by Disease: \$500,000 each employee Bodily Injury by Disease: \$500,000 Policy Limit

OTHER INDUSTRY TYPES OF APPROPRIATE INSURANCE BELOW OR LIMITS ARE REQUIRED BY WCPSS RISK MANAGEMENT DEPENDING UPON THE SCOPE OF SERVICES

Professional Liability Insurance (PL) Errors and Omissions (E&O)	Required for any services involving professional services such as architectural and/or engineering and design services. May include malpractice insurance if medical or mental health services are provided.	Minimum \$1,000,000.
Sexual Misconduct Liability (SML) /Sexual Abuse/Molestation (SAM)	Required for any provider services when alone with students, including online services involving live chat. For allegations of sexual abuse by policyholders and those employed by them, whether founded or unfounded.	Minimum \$1,000,000.
Cyber Liability (CL)	Required for any service with access to or exchange involving personally identifiable information or software applications.	Minimum Limit requirements \$1,000,000 up to \$5,000,000
Aircraft/Aviation General Liability (AGL)	Required for any services or presentations involving manned or unmanned flight. Most commercial general liability policies will not cover aviation-related exposures.	Minimum \$1,000,000 for each occurrence + WCBOE Policy must be followed and WCPSS Risk Management must approve the flying pre-flight.
Pollution Liability	Required if hazardous waste / harmful substances are being utilized or disturbed.	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate
Commercial Crime Insurance (Included extension to third parties)	Required for contracted services that have access to WCPSS sites while unsupervised example Custodial, Security	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate

ETHICS AND THE PURCHASING FUNCTION Policy Code: 6401/9100

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities. The Board's purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.

2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code: 6401/9100*, a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.

5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.

6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.

7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value (\$50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of \$100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or

c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993.

Adopted: April 5, 2022

Gift Prohibition. Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school system officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. Provider covenants that no director, employee or agent of Provider, or any other person connected with Provider, has made, offered or given, either directly or indirectly, to any School System Board member, employee, or agent, or to any person connected with the School System, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. Provider agrees that a breach of this provision as identified by the school system may result in the School System's termination of this Contract without liability and/or at the School System's discretion, the recovery of any and all funds paid to Provider pursuant to this Contract. Provider further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, Provider will promptly notify the school system so it can make a determination as to the propriety of the Provider's past or proposed future conduct.

Nepotism:

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

VENDOR INFORMATION SHEET

Company Name (include dba): _____

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

Contact: _____

Corporate Office Address: _____

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

Web Address: _____

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

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

Insurance Contact: _____ Phone: _____

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

<S:\Purchasing\All Access\Vendor Information Form - WCPSS.docx>

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises, and non-profit work centers for the blind and severely disabled. Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

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

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

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

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

Vendor Signature: _____

Print Name: _____

Date: _____