

WAKE COUNTY PUBLIC SCHOOL SYSTEM PURCHASING DEPARTMENT	INVITATION FOR BIDS NO. 17-214
	Bids Due: November 18, 2016 1:00 PM EDT
	Contract Type: Open Market
Refer <u>ALL</u> Inquiries to: Telephone No Ext. 919-588-3546	Service: Resilient Floor and Carpet Cleaning
E-Mail: jjaege@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM
(See page 2 for mailing instructions.)	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Raleigh, NC) until **1:00pm** on the day of opening and then opened and read aloud, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

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.

Failure to execute/sign bid prior to submittal 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			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days Prompt Payment Discount: _____ % _____ days.

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 re-usable 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.

MAILING INSTRUCTIONS: Mail / Deliver one fully executed bid document and one copy with your reply. Address envelope and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

DELIVER TO: Jim Jaeger
BID NO. 17-214 Wake County Public School System Purchasing Department 1551 Rock Quarry Road Bldg. F Raleigh NC 27610-4145

TABULATIONS: Will be provided upon request, after bid is awarded.

TRANSPORTATION CHARGES: "FOB Raleigh, North Carolina with all transportation charges prepaid and included in the bid price. "

IRAN DIVESTMENT ACT: The bidder certifies that as of the date of this bid, the bidder is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 143-6A-4. The individual signing this bid form certifies that he or she is authorized by the bidder to make the foregoing statement.

Scope of Work: WCPSS seeks your proposal for Carpet Extraction Cleaning & VCT Floor Stripping & Refinishing per the below specification and listing of facilities:

All chemical materials to be provided by WCPSS.

Vendor to provide own equipment. Vendor is liable for breakage to WCPSS property.

All work to be completed by June 30, 2017.

Work will mainly be performed when school classes are not in session.

This is a turnkey job, including furniture removal and placement back to the same layout.

WCPSS preference is to award all work to one vendor, but also reserves the right to award multiple vendors, if it is in this best interest of WCPSS.

All work to be scheduled and inspected upon completion by the WCPSS Custodial Services Contract Manager.

All potential bidders are required to submit the WCPSS pre-qualification sheet in order to submit an acceptable bid. This form must be submitted by: November 9, 2016 10:00 AM (See Bid Pages 6-9)

Pre-Bid Meeting: November 9, 2016 10:00 AM You are highly encouraged to attend. All vendor questions to be answered at this meeting. WCPSS cannot guarantee that questions will be answered after the pre-bid meeting. Purchasing Bldg. F, 1551 Rock Quarry Rd., Raleigh, NC 27610

Site visits for Elementary, Middle and H.S. to be available the morning of November 10, 2016 if needed.

**FLOOR WORK CLEANING SPECIFICATIONS
2016- 2017**

The following Cleaning Specifications are the minimum cleaning requirements for cleaning different types of floor surfaces i.e. carpet, VCT, Linoleum and Sports floors. **First and foremost follow the Manufacturer's suggested care plan.**

Carpet Extraction

Extraction machine - Truck mounted or portable extraction machines must meet or exceed C & A minimum specifications. Extraction method is the most effective system for cleaning carpet. Water extraction uses the following basic steps- Vacuum the carpet to remove dirt and grit, spot clean as required, apply a pre-spray to all area of the carpet to be extracted, then use extraction machine. Utilize high velocity drying fans to expedite the drying process making sure carpet is dry before furniture is placed on it. Ideally have the HVAC system set at 70-74 degrees F. for 16-24 hours to prevent mold.

Carpet Bonnet Cleaning - Only in Mobile Units with older carpet

Remove debris and vacuum all carpet before bonnet cleaning. Pre spray carpet before applying bonnet pad with buffer. Let carpet dry. If carpet is extremely dirty, then repeat process. Once carpet is dry, re vacuum carpet.

Stripping & Re-finish Floors

(Resilient tile and Terrazzo)

Follow Manufacturer's care plan for curing time if this is a new installation.

Use an approved stripping agent for removal of factory seal /old wax making sure floors are clean and neutralized prior to floor finish being installed. Application of floor finish should be the following: Hallways receive 8 coats with classrooms and all other locations 6 coats. Recommend using an application system to apply finish. Do not put finish on baseboards.

Scrub and Re-finish Linoleum Floor

Remove all surface soil, debris, sand and grit. Scrub the floor with a neutral cleaner. Do not saturate the floor. Pick up solution as quickly as possible. Apply 2 coats of seal, once dry apply 2 coats of satin finish. Do not put finish on baseboards.

School Name	VCT Sq. ft.	Carpet Sq. ft.	School price VCT	School price Carpet
<u>Elementary</u>				
Aversboro	31462	38454	_____	_____
Ballentine	33864	41390	_____	_____
Banks Road	36644	45009	_____	_____
Barwell	41405	36836	_____	_____
Brentwood	17078	31028	_____	_____
Bugg	31173	35561	_____	_____
East Garner Elem	41405	36836	_____	_____
Farmington Woods	34643	41632	_____	_____
Forestville	41405	36836	_____	_____
Fox	36902	45103	_____	_____
Fuquay Elem	33665	52655	_____	_____
Herbert Akins	39587	43821	_____	_____
Holly Grove Elem	34671	43377	_____	_____
Holly Ridge Elem	38656	44590	_____	_____
Holly Springs Elem	38656	47242	_____	_____
Hunter	30508	16486	_____	_____
Knightdale Elem	33527	33654	_____	_____
Lake Myra	36825	45009	_____	_____
Lincoln Heights	38197	36105	_____	_____
Lockhart	37866	46281	_____	_____
North Ridge	30925	37798	_____	_____
Olive Chapel	36213	44260	_____	_____
Rand Road	33037	32676	_____	_____
Reedy Creek Elem	35051	38443	_____	_____
Rolesville Elem	43005	53186	_____	_____
Smith	31748	38803	_____	_____
Stough	19342	30882	_____	_____
Swift Creek	31748	38803	_____	_____
Timber Drive	43357	28573	_____	_____
Underwood	22588	27609	_____	_____
Vance	30648	25075	_____	_____
Wake Forest Elem	44709	29179	_____	_____
Wakefield Elem	17480	39838	_____	_____
Washington	34602	27620	_____	_____
Wendell Elem	38248	31293	_____	_____
Zebulon Elem	42820	30787	_____	_____

	VCT Sq. ft.	Carpet Sq. ft.	School price VCT	School price Carpet
<u>Middle Schools</u>				
Carroll	12176	85508	_____	_____
Dillard Middle	53112	51362	_____	_____
East Millbrook	64452	85437	_____	_____
East Wake Middle	84511	21523	_____	_____
Fuquay Middle	58833	71908	_____	_____
Holly Ridge Middle	52266	52198	_____	_____
Wake Forest Middle	50217	61377	_____	_____
<u>High Schools</u>				
Enloe	182134	149018	_____	_____
Fuquay High	30188	95707	_____	_____
TOTAL	1831549	2026768	_____	_____

Note: Potential Bidders must submit Pages 6-9 to WCPSS no later than 10:00am 11/09/2016

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
CUSTODIAL CLEANING CONTRACTOR PRE-QUALIFICATION FORM (1/4)**

Purpose: This form and the submittals furnished in the contractor pre-qualification process will be held by the Wake County Board of Education for use by the Owner to determine bid sources and those contractors that will be interested in the projects executed by Wake County Public Schools.

Instructions: Complete the requested information and elaborate or submit additional information deemed to be useful for evaluation of your company's capabilities. This form must be submitted in order to be eligible for consideration for a custodial contract.

Submittal Instructions: Please submit originals (no copies or faxes) to the following address:

Wake County Public School System (Attn: J. Jaeger)
1551 Rock Quarry Road
Building F Purchasing Dept.
Raleigh, NC 27610

Contractor Information:

Company Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____ Fax No.: _____

Date Company Began: _____ Federal Tax ID: _____

(Circle One)

Corporation Sub S Corp. Partnership Sole Proprietorship Other: _____

Former Company Name(s): _____

Years Performing Cleaning Services: _____

Bank Reference: _____ Contact: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Is Company in compliance with all Equal Employment Opportunity requirements? YES NO

If the answer to the above question is "NO," please provide explanation on separate sheet.

Has Company ever failed to complete a contract? YES NO

Has Company ever been involved in a bankruptcy or reorganization?
(under any former company names) YES NO

Does Company have any judgments, claims, or suits pending against them? YES NO

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
CUSTODIAL CLEANING CONTRACTOR PRE-QUALIFICATION FORM (2/4)**

If the answer to any of the above 3 questions is "YES," please provide explanation on a separate sheet.

Within the past (three) 3 years, has Company been cited for any serious violations? YES NO
(as defined by O.S.H.A)? If "YES" please explain on an attached separate sheet:

Has Company worked for the WCPSS in the past? YES NO
(under any former company names)

If "YES" list all projects below (attach separate sheet if needed):

School/Department/Project	Date Completed

What is the primary geographic area of Company's operation? _____

What size (square footage) contract is Company capable of completing at this time? _____

Please check all services the Company has expertise in:

_____ Total Routine Cleaning Service (5 days per week)

Project Cleaning Services

_____ Stripping and waxing floors

_____ Cleaning Tile/VCT flooring

_____ Cleaning ceramic flooring

_____ Synthetic flooring/Sports floors/Linoleum floors

_____ Portable unit carpet extraction

_____ Truck mount carpet extraction

_____ Bonnet carpet cleaning

Emergency Cleaning Services

_____ Flood clean up

_____ Mold clean up

_____ Fire clean up

Company Staff:

Provide number employed in each category:

_____ Managers

_____ Cleaning Staff

_____ Other:

_____ Supervising Staff

_____ Carpet/Floor Techs

_____ Total Staff Employed

WAKE COUNTY PUBLIC SCHOOL SYSTEM
CUSTODIAL CLEANING CONTRACTOR PRE-QUALIFICATION FORM (3/4)

(Written Documentation or copy of Policy/Procedures must be returned with pre-qualification form for all items below)

- * Bloodborne Pathogen Training for all employees
- * Orientation program for employees
- * Drug screening program for employees
- * Criminal background checks for employees
- * Safety program for employees
- * Training program for employees
- * Training on most current diabetic legislation
(Session Law 2002-103 Senate Bill 911)
- * Hepatitis B shots for employees
- * TB testing for employees
- * Sexual harassment for employees
- * Provide pre-employment drug testing for employees

Please attach log and summary of occupational injuries and illnesses, as required by the U.S. Department of Labor, for the last twelve (12) months (O.S.H.A. Form No. 200).

Credentials and Experience:

List each contract that you have managed that had a yearly contract value in excess of \$200,000 during the last five (5) years (attach separate sheet if needed):

[illegible]

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
CUSTODIAL CLEANING CONTRACTOR PRE-QUALIFICATION FORM (4/4)**

This form must be signed by an Officer or an individual so authorized by an Officer of the Company, acknowledging the information provided is current and correct.

Signature: _____

Date: _____

(Please Print Clearly)

Name: _____

Title: _____

Email Address: _____

The following data is to be furnished by the WCPSS to the Office for Historically Underutilized Businesses, NC Dept. of Administration.

Company Name		Primary Contact	
Mailing Address		City	State
			Zip
Business Phone	Mobile Phone	Fax Number	

I certify status as a minority business (at least 51% of business is owned by):

(Check all that apply)

- ☐ Black (B)
- ☐ Hispanic (H)
- ☐ Asian American (A)
- ☐ American Indian (I)
- ☐ Female (F)
- ☐ Not Applicable

Standard Paragraphs

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

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

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Wake County Public School System reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

DELIVERY: The successful bidder will complete delivery within _____ consecutive calendar days after receipt of purchase order, unless otherwise stated here: _____ days. Delivery will be made from _____ (City & State). Wake County Public School System reserves the right to consider the delivery time offered as a factor in the award of contract.

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

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

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

SAMPLES: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to Wake County Public School System within 10 consecutive calendar days after request is made by Wake County Public School System. Bids which do not comply with these requirements will be subject to rejection.

SUITABILITY FOR INTENDED USE: Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. Wake County Public School System reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in the Wake County Public School System best interest.

WARRANTY: The contractor warrants to the owner that all item(s) furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where item(s) are located is down, free of any charge to the owner or his representative.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employee conducting business transactions on the behalf of the Wake County Public School System 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 Wake County Public School System.

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 Wake County Public School 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 Wake County Public School System 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 Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

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

Nepotism:

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

Gifts to Employees:

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

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

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14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
 15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
 16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
 17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
 18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
 19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
 20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
 21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
 22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
 23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
 24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
 25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers.
 26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
 27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
 28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
30. **INSURANCE:**
- Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's 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
 - Public liability and Property Damage Insurance** - The Contractor 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
 - 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.
 - 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 Wake County Board of Education is listed as additional insured on general liability.
- The successful bidder agrees to hold harmless and indemnify the Wake Count Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.
31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- 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.
 - Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period.
 - Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase, or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum 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 Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **IRAN DIVESTMENT ACT:** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.