



Invitation for Bid # 251-21-133

1551 Rock Quarry Rd – Bldg. F
Raleigh, NC 27610

Proposals will be publicly opened: **August 11, 2020 @ 2:00 PM**

Contract Type: Open Market

Refer ALL Inquiries to: Petra Gooding
Telephone No: 919-588-3456

Commodity: DISTRICT-WIDE COMMUNICATION SOFTWARE
PLATFORM

E-Mail: pgooding@wcpss.net

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

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 **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the service as described herein. Refer to page 2 for proper mailing instructions. **Bids submitted via facsimile (FAX) machine or email in response to this Invitation for Bids will not be acceptable.** Bids are subject to rejection unless submitted on this form.

There will be no physical public bid opening. Bid opening will be conducted virtually via live streaming. The link to view the bid opening will be provided in Addendum 1, along with any answers to questions posed by vendors.

<https://wcpss-events.webex.com/wcpss-events/onstage/g.php?MTID=ee51b4f5037338ac49a0e6b60a77aa2d2>

Award information will be available upon request after the bid has been awarded. The form and content of the bid recaps will be at the sole discretion of WCPSS. They may be in electronic 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.

Submit one (1) signed, original executed proposal response, one (1) photocopy, and one (1) electronic copy (e.g., flash drive) of your proposal simultaneously to the address identified below. Clearly mark the outside of each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

MAILING INSTRUCTIONS

Mail only one fully executed proposal per package (with copies) per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this IFB before submitting bids. Failure to do so will be at the bidder's own risk. The law makes no allowance for errors or omission or commission on the part of the bidders; furthermore, the bidder cannot secure relief on the plea of error or ignorance concerning any requirement included in the IFB.

Vendors who do not wish to respond to this IFB, but want to remain on our list for future opportunities in this product category shall complete, sign, and return the signature sheet entitled "**Bid Certification**" with "**NO BID**" indicated on the face of the form. Failure to adhere to this procedure may result in removal of the bidder's name from our bidder list.

Bidder presence is not required at the bid opening, and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. Recaps of the details of the bids received will be available to any interested party upon WRITTEN request. The form and content of the bid recaps will be at the sole discretion of WCPSS. They may be in electronic form.

<u>DELIVER TO: Petra Gooding</u>
PROPOSAL NO. IFB: 251-21-133
Wake County Public School System
Purchasing Department
1551 Rock Quarry Road – Bldg. F
Raleigh NC 27610-4145

IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	WCPSS	7/31/20
Submit Written Questions	Vendor	8/4/20 by 3:00 pm ET
Provide Response to Questions	WCPSS	8/5/20 by EOB
Submit Bids	Vendor	8/11/20 by 2:00 p.m.

BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best BIDS possible. To accommodate the Bid Question process, vendors shall submit any such questions by above due date.

Written questions shall be emailed to pgooding@wcpss.net by the date and time specified above. Vendors should enter “**IFB # 251-21-133 Questions**” as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB 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 to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

PURPOSE AND BACKGROUND

The Wake County Public School System (WCPSS) is soliciting proposals to provide a district-wide communication software solution that will connect school leaders, teachers, and families through one central platform in over 100 languages.

The Wake County Public School System (WCPSS) is the nation’s 15th largest school District, and the largest in the state of North Carolina. With 118 elementary schools, 40 middle schools, 31 high schools, and 5 special schools, we serve over 160,000 students.

SCOPE OF WORK

The minimum qualifications for the software solution are as follows:

- The software should allow schools and the district to connect school leaders, teachers, and families through one central platform
- Two-way multilingual platform that allows teachers and parents to communicate in over 100 different languages
- The software should allow users to:
 - Send messages to all families with one click
 - Provide emergency notifications

- Provide privacy and security
- Allow for Student Information System (SIS) integration
- Provide centralized analytics
- Provide onboarding support and professional development
- Provide an analytics dashboard and downloadable reports
- The platform will need to accommodate a minimum of 160,000 students, and an unlimited number of administrators/teachers at up to 200 different school sites.
- The service must include an unlimited number of teacher and administrator accounts

TECHNICAL SPECIFICATIONS

Vendors should include a description of the privacy and security protections for the solution to include the physical, logical, and administrative controls that protect the data while it is at rest, in transit, and being processed.

COST PROPOSAL

Vendor pricing can be submitted in any desired format, but the proposal must include the total cost of service for the 2020-2021 year. Bid price must be fixed. The bid award will be for one year, with two additional one-year options to renew.

PROPOSAL SUBMITTAL

Sealed BIDS, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated on page 2, for furnishing and delivering those items or services as described herein.

IMPORTANT NOTE: All BIDS shall be physically delivered to the office address listed above on or before the BIDS deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the BIDS physically in this Office by the specified time and date of opening. The time of delivery will be marked on each BIDS when received, and any proposal received after the BIDS submission deadline will be rejected. Sealed BIDS, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the service as described herein.

METHOD OF AWARD

All qualified BIDS will be evaluated, and awards will be made to the Vendor(s) meeting the IFB requirements and achieving the highest and best final evaluation. WCPSS reserves the right to waive any minor informality or technicality in proposals.

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.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period - from the date proposals are opened 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 person inside or outside of WCPSS. All communication should be directed in written form to Petra Gooding, pgooding@wcpss.net.

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. Suitability for Intended Use.
7. Demonstration of proposed item(s), if required.

AWARD OF CONTRACT

It is the general intent to award this contract to a single overall bidder on all items. The successful bidder(s) will be notified by "Notice(s) of Award" issued by the Purchasing Department. Bid audits may be conducted as a means of determining and/or verifying the cost quoted by the Vendor.

CONTRACT TIME PERIOD

This contract will be for a one-year award. Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract time period in accordance with section "Extension Clause."

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

EXTENSION CLAUSE

This contract may be extended for two additional one-year periods unless sooner terminated in accordance with the provisions of this Contract if the vendor and the WCPSS mutually agree, no increases in costs are incurred except for the growth and the maximum allowable escalation price is capped by consumer price index increases.

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.

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 the bid.

VENUE

This agreement will be construed and governed according to the laws of the State of North Carolina.

WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

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's best interest.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

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

Bidder further agrees that the bidding entity is and during the period of any contract resulting from any award under this IFB will remain, in compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented in Department of Labor Regulations (41CFR Part 60). The occurrence of any prohibited discrimination will constitute vendor's breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon the WCPSS may terminate the vendor's contract for cause as provided by section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination."

NON-COLLUSION CERTIFICATION

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this IFB;
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid;
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the WCPSS in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid;
- d) neither the bidder, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this bid, and this bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project.
- e) No attempt has or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

ASSIGNMENT - DELEGATION

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

Wake County Public School System BID PROTEST PROCEDURE

PURPOSE

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

PROCEDURE

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

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

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

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

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

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

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 or the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

- a. **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
- b. **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
- c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful bidder 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 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.
 - 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.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with 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 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

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 #: _____ MC License #: _____

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.

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.

(<https://ncadmin.nc.gov/businesses/hub>)

MBE INFORMATION: (Required)

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(check all that apply)

- Black, African American (B)
- Hispanic (H)
- Asian American (AA)
- American Indian (IA)
- Socially and Economically Disadvantaged (SE)
- Female (F)
- Not Applicable

Vendor Signature: _____

Date: _____

Print Name: _____

Identification of Historically Underutilized Business Participation

Bid / Solicitation Number: _____

Bid / Solicitation Description: _____

I, _____ ,
(Name of Bidder)

Do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers: _____

Bidder's HUB Certification Status: HUB Certified? (Circle one) **Yes** **No**

Sub-Contract HUB Firm Name, Address and Phone #	Type of Work	\$ Amount*	HUB Category**

* HUB Certification with the NC HUB Office required to be counted toward state participation goals.

Minority categories: Black / African American (B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**), Disabled Business Enterprise (**DBE**), Nonprofit Work Center for the Blind and Severely Disabled (**NPWC**)

Total value of Certified HUB sub-contracting will be (\$) _____.

Total Bid Amount (\$): _____

HUB Participation Percentage: $\frac{\text{Total value of Certified HUB sub-contracting}}{\text{Total Bid Amount}} = \text{_____}\%$

Federal Contracting Requirements

This *Attachment* is incorporated into the Service Contract between WCPSS and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable federal, state, and local laws, regulations, and rules and School System policies and procedures, as amended from time to time, relating to work to be performed under this Contract. The following provisions are specifically incorporated into this Contract.

1. **Equal Employment Opportunity.** In the event this Contract meets the definition of “federally assisted construction contract” set forth in 41 C.F.R. § 60-1.3, the Vendor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. **Compliance with Davis-Bacon Act.** In the event this Contract involves a prime construction arrangement for an amount in excess of \$2,000, the Vendor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. **Compliance with Contract Work Hours and Safety Standards Act.** In the event this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. **Compliance with Regulations Regarding Rights to Inventions.** In the event the federal funds expended on this Contract meet the definition of “funding agreement” under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the District agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. **Compliance with Clean Air Act and Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

6. **Compliance with Disbarment and Suspension Requirements.** The Vendor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.

7. **Compliance with Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of \$100,000, the Vendor agrees to provide the District with the certifications required by 31 U.S.C. § 1352.

Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.