



Invitation for Bid # 251-24-82

1551 Rock Quarry Rd – Bldg. F

Raleigh, NC 27610

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

E-Mail: bids-pgooding@wcpss.net

Proposals will be publicly opened: **June 12, 2023 @ 2:00 PM**

Contract Type: Agency Specific Term Contract

Commodity: ELA 6-8 READING SCREENER, DIAGNOSTIC & PROGRESS MONITORING SYSTEM

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

NOTICE TO BIDDERS

Bids are subject to rejection unless submitted on this form. Failure to submit a bid in accordance with the instructions throughout this document shall constitute just cause to reject bid. See below for bid/proposal submitting instructions. Bids submitted via facsimile (FAX) machine or email in response to this Invitation for Bids will not be acceptable.

EXECUTION

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. Vendors are subject to immediate disqualification at any stage of the selection process for any of the following:

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

Failure to execute/sign this page 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.

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 (ET.)
Issue IFB	WCPSS	5-30-23
Submit Written Questions	Vendor	6-2-23 by 2:00 pm
Provide Response to Questions	WCPSS	6-5-23 by End of Business
Submit Proposals	Vendor	6-12-23 by 2:00 pm

PROPOSAL QUESTIONS

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

Written questions shall be emailed to bids-pgooding@wcpss.net by the date and time specified above. Vendors should enter "IFB 251-24-82 Questions" as the subject for the email. Question's 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 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. **Addendum's associated with the Invitation for Bid will be posted to the following links and it will be the vendor's responsibility to adhere to and check these addendums prior to bid submittal:**

(<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>)

(<https://www.ips.state.nc.us/IPS/BidNumberSearch.aspx>)

PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal
PROPOSAL NUMBER: IFB: 251-24-82 Wake County Public Schools ATTN: Petra Gooding 1551 Rock Quarry Rd. Building F Raleigh, NC 27610

IMPORTANT NOTE: All responses shall be physically delivered to the office address listed above on or before the response 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 proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal

received after the proposal submission deadline will be rejected. Sealed proposals, 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 commodity as described herein.

- a) **Submit one (1) signed, original executed proposal response, one (1) photocopy of your proposal, and one (1) electronic copy on a flash drive simultaneously to the address identified in the table above.**
- b) **Clearly mark 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 above.** 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.

PURPOSE AND BACKGROUND

The Wake County Public School System (WCPSS) is soliciting proposals to provide a comprehensive Reading Universal Screening, Diagnostic, and Progress Monitoring system that includes the following components and capabilities: electronic administration; minimum three times per year universal screening; diagnostic assessment; progress monitoring at the monthly, bi-weekly, and weekly levels; national and local norming; and evidence-based measures. The solution should be appropriate for grades 6-8 (at a minimum) and should address each item outlined in the scope of work.

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 198 schools serving a student population of approximately 162,000, with approximately 20,000 staff. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

SCOPE OF WORK

The vendor shall supply a blended reading online diagnostic tool that allows for both online and in person assessments including (oral reading fluency, phonological awareness and reading comprehension) along with progress monitoring for Grades 6-8 for the Wake County Public School System district for the 2023-24 school year.

Services to begin August 15, 2023. The award will be for a one-year agreement, with two additional one-year options to renew.

Vendor to provide a fixed cost per school, and/or an overall cost for services to 45 school locations per the sample cost analysis provided below. Approximate student count is 36,000, with approximately 575 ELA teachers and intervention coordinators.

MINIMUM SPECIFICATIONS

ITEM #	REQUIRED FEATURE	EVIDENCE TO PROVIDE
1	An electronically administered universal reading screening assessment, proven to be reliable and valid, that provides immediate results, including a clear, accurate picture of students' status with respect to key developmental skills in reading.	<p>Provide evidence of the statistical reliability and validity of the universal screening component of the system, including any technical reports, field test results, etc. In each case, ensure that personally identifiable information is not being provided. When cell sizes across responses allow for identification of individuals, please indicate, and do not report the information. Specifically:</p> <ul style="list-style-type: none"> A. Describe the process of recruitment of samples for any reliability, validation, or norming studies. B. Describe time period(s) of administration for which reliability and validity studies are available. C. For each grade level covered by the screener, provide the total number of tested students. D. For each grade level covered by the screener, provide overall demographic information including percentage of free or reduced-price lunch students, students with an IEP/504 plan, ELLs, or minority students. E. For each grade level covered by the screener, provide item difficulties, as well as item classifications based on thinking level (e.g., Webb's depth of knowledge, Bloom's taxonomy, etc.) if available. F. Provide information on whether the screening assessments are norm- or criterion-referenced and the rationale behind that decision. G. Provide details on how the screener is scored. What do the score(s) signify? H. Provide details on the cut score validation process for the solution, i.e., how are students correctly identified as at, above or below grade level? I. Provide details on the number and comparability of available screener test forms and/or size and makeup of the item pool. <p>If any of this information is unavailable for the universal screening component of the system, please indicate and explain.</p>

2	<p>An electronically administered diagnostic assessment component which provides educators with immediate results, as well as an accompanying progress monitoring component. These components must be reliable and valid and must align to key developmental skills in reading regardless of whether the student is below, at or above grade level.</p> <p>The diagnostic component must provide in-depth information on the individual needs of at-risk students who are identified through the initial screener.</p> <p>The progress monitoring component must allow for frequent progress monitoring that yields information on expected rates of improvement to show whether interventions are effective.</p>	<p>Provide evidence of the statistical reliability and validity of the universal diagnostic and progress monitoring components of the system, including any technical reports, field test results, etc. In each case, ensure that personally identifiable information is not being provided. When cell sizes across responses allow for identification of individuals, please indicate, and do not report the information. Specifically:</p> <ul style="list-style-type: none"> A. Describe the process of recruitment of samples for any reliability, validation, or norming studies. B. Describe time period(s) of administration for which reliability and validity studies are available. C. For each grade level, provide the total number of tested students. D. For each grade level, provide overall demographic information including percentage of free or reduced-price lunch students, students with an IEP/504 plan, ELLs, or minority students. E. For each grade level, provide item difficulties, as well as item classifications based on thinking level (e.g., Webb’s depth of knowledge, Bloom’s taxonomy, etc.) if available. F. Provide details on the number and comparability of available diagnostic test forms and/or size and makeup of the item pool. <p>Explain the relationship between the universal screening component, the diagnostic component, and the progress monitoring component. If these three components are not separate and distinct, please provide an explanation/rationale.</p> <p>Explain how the components of the assessment system are able to accurately assess students who are functioning significantly above or below grade level in Reading.</p> <p>Provide details on how the diagnostic and progress monitoring components are scored and interpreted.</p> <p>Provide details on how rates of improvement are calculated and reported on the progress monitoring component.</p>
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3	<p>An intervention component linked to diagnostic results that provides curriculum and/or resources for educators to meet the needs of students who have been identified as in need of intervention.</p> <p>Intervention resources must be aligned to the content and practice standards within the North Carolina Standard Course of Study for ELA, regardless of whether the student is below, at or above grade level.</p>	<p>Provide a detailed description of the intervention component of the Vendor's assessment system. <i>If there is no intervention component available, this section may be omitted.</i></p> <p>What resources are included to aid educators in instructional planning to meet the needs of students identified at-risk? How are the reports from the screener and diagnostic useful in selecting and planning evidence - based interventions? Are the intervention resources designed for small groups, individuals, etc.?</p> <p>Describe the research informing the program's lesson design and curriculum coherence.</p> <ul style="list-style-type: none"> • Explanation of how the program supports the development of the components of literacy: phonological awareness, phonics (decoding/encoding), fluency, vocabulary (including morphology), comprehension (literary and informational), and writing (including grammar and syntax). • Describe the ways in which the program employs continuous formative assessment. • Describe and show evidence of scaffolded support for student. <p>State whether research has been conducted on effects of the intervention component, and if so, report the results of those studies, including:</p> <ul style="list-style-type: none"> • A description of recruitment of students into the intervention. If a comparison group was used, please describe formation of intervention and comparison groups. Include evidence of baseline equivalence between intervention and comparison group if appropriate. • The time period(s) of the intervention. If a comparison group was used, indicate time period(s) of treatment of each intervention and comparison groups. • The total number of students in the study, as well as demographic information including percentage of free or reduced-price lunch students, students with an IEP/504 plan, ELLs, etc. <p>Provide the proposer's efficacy research.</p> <ul style="list-style-type: none"> • Has the program's efficacy research been vetted by Evidence for ESSA? What was the rating given by Evidence for ESSA? Provide the corresponding research. • Has the program's efficacy research been vetted by What Works Clearinghouse? What was the rating given by What Works Clearinghouse? Provide the corresponding research. • Does the program have evidence showing positive impact on the learning outcomes of English language learners? Have detailed research studies demonstrating proof of efficacy.
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4	An assessment system that is aligned to the North Carolina Standard Course of Study for ELA, with a strong emphasis on phonics, fluency and reading comprehension.	<p>Demonstrate how your assessments align to the North Carolina Standard Course of Study for ELA. Provide detailed information, by grade level. Give specific examples, showing sample questions and designating the content and standards to which they align. If the solution does not align to the North Carolina Standard Course of Study for ELA, provide information and the standards the solution is aligned to and the rationale behind such an alignment.</p> <p>Describe how the screener and diagnostic assessments measure the indicated ELA standards at each grade level assessed.</p> <p>Does the system require districts to follow a specific instructional scope and sequence for assessment and progress monitoring purposes? Please explain.</p> <p>Provide evidence that the intervention resources are aligned to the North Carolina Standard Course of Study for ELA.</p> <p>Provide information how resource has been used in other large urban districts and provide contact information for those districts.</p>
5	An assessment system that provides schools and educators with reports and data in a timely manner and in formats that can be used to inform instruction.	<p>Provide details regarding the levels of reporting available from each component in the system, such as district, school, grade level, classroom, student, and parent. If any of these levels of reporting is not available, please indicate whether and how the District can work with the Vendor to create them.</p> <p>Indicate if the program has compatibility to the NC ECATS (Every Child Accountability Tracking System).</p> <p>Indicate which of these reports are available in a longitudinal format (e.g., individual students over time, classrooms/schools over time, etc.).</p> <p>Describe the method of delivery for such reports, i.e., online, electronic, paper, etc. If reports are available electronically, describe any customization options available to the user such as disaggregation, filtering, sorting, etc.</p> <p>Provide information on the availability of reports in multiple languages to accommodate parents/guardians. The solution allows parents to monitor progress.</p> <p>Provide details as to how the reports give educators clear direction on how to adjust instruction based on the results. Include information and samples of reports for multiple stakeholders (e.g., parents, teachers, principals, district personnel)</p> <p>Describe the time lapse between assessing students and availability of reports.</p> <p>Explain whether the program's platform houses archived reports, and if so, the length of time that archived reports will be available.</p> <p>Vendors are strongly encouraged to include sample reports to illustrate any or all of these points above.</p>

6	An assessment system that includes appropriate accommodations for those who are receiving support services, including those who have an Individual Education Plan (IEP), 504 plan, or are English Language Learners (ELLs)	<p>For each assessment included in the proposed solution, list all specific accommodations and modifications available, including:</p> <ul style="list-style-type: none"> • whether a paper/pencil version for each component is available • text to speech and/or- read aloud (including which screen reader and browser combinations are supported) <p>Describe how accommodations are to be provided (embedded, non-embedded, etc.).</p> <p>How are principles of Universal Design for Learning incorporated in the design and development of the assessments?</p> <p>Does the system support assessment of students with mild, moderate, and significant intellectual disabilities? Please explain.</p> <p>Does the program provide assessments in multiple languages; if so, which languages?</p> <p>Also in this section, provide information on whether the Vendor's solution can be fully administered through both keyboard/mouse and touch screen. If the Vendor's solution includes assessment(s) that can be administered through both keyboard/mouse, touch screen, and/or voice-to-text clearly outline the assessment(s) that can be administered in these ways. Provide details regarding how touch screen administration is done and include images or screenshots that demonstrate this administration approach. Include information regarding the experience the Vendor has offering touch screen administration (i.e., number of years) and any technical issues the Vendor has dealt with and how these issues have been managed or addressed.</p>
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7	Professional development, webinars/online training, and/or other customer support to assist the District in using the Vendor's solution.	<p>Provide a detailed description of the training and customer service supports available to the District, schools, teachers, and students/parents, as applicable to your proposed solution. Clearly outline which products and services are included in the proposed solution and which are available for additional fees.</p> <p>Demonstrate the effectiveness of your professional development and customer service supports. Provide references, testimonials, customer service wait times, and any results of customer/client satisfaction surveys.</p> <p>Describe how your professional development provides knowledge about what the screener and diagnostic results tells teachers and how to appropriately interpret the results for intervention purposes.</p> <p>Describe any available professional development on progress monitoring - what measures to use when, with whom, and how to use the data to make changes in instruction for the students who need additional supports.</p> <p>Also include information on professional development for educators on how to relate pertinent information to parents from the screening, diagnostic and progress monitoring components of the program, as well as intervention purposes.</p> <p>Describe the virtual training embedded in the program including evidence of virtual training designed specifically to increase teacher content knowledge in structured literacy.</p> <p>Provide detailed information on the format of the available professional development (in-person, online, webinars, etc.)</p> <p>Vendor will collaborate with WCPSS to ensure professional learning targets specific district needs and information.</p> <p>WCPSS professional development needs will include, at a minimum, initial face-to-face or virtual training for approximately 500 educators provided by the vendor. The training should provide participants with knowledge of all components of Vendor's solution including but not limited to:</p> <ul style="list-style-type: none"> ● General system and resources overview ● Screener protocol and how to use the results. ● Diagnostic protocol to determine specific learning gaps in students' Reading competencies. ● How to utilize the progress monitoring component based on screener and diagnostic results ● Training on score reports and how to use results for instructional purposes. ● Training on resources for district-level users, i.e., administrators, instructional coaches, curriculum, and assessment leaders, etc. ● Training on any resources available to parents/guardians <p>Vendor proposals should include a plan for these minimum requirements.</p>
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8	<p>An assessment system that can be administered in a reasonable amount of time.</p> <p>The preferred length of time is as follows:</p> <p>Screener: Approximately 10 to 15 minutes per administration, i.e., an administration could be one student being assessed individually or a classroom participating in a whole group administration.</p> <p>Diagnostic: Approximately 15 to 20 minutes per strand per administration, i.e., an administration could be one student being assessed individually or a classroom participating in a whole group administration</p>	<p>Provide details on the length of time it will take a student, on average, to complete the screener and diagnostic assessments.</p> <p>Provide clarification on how many students can test at one time and whether or not that influences the time required to test.</p> <p>Provide additional information if the length of time for both the screener and diagnostics differs by grade level.</p> <p>If your system does not meet the District's preference on length of time, provide information as to why and whether students can be screened or take the diagnostic over multiple test sessions.</p>
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ADDITIONAL ITEMS

10	<p>Personalized Instruction must be addressed by the proposal. Specifically: Describe how the program personalizes the learning pathway of a student. Describe how the program adapts to students in real-time. Show examples of how student strategy, types of answers and level of understanding in a given lesson inform the student's pathway and progression through the program. Provide examples of varying levels of rigor a student will experience in a given standard. What data informs that rigor?</p>
11	<p>If the Vendor's system is available for grades other than 6-8, please describe. If there is an additional fee or range of fees for the system outside the grades 6-8 range, please provide the costs and clearly designate the separate costs for the 6-8 assessment(s) and the additional grade levels.</p>
12	<p>Provide details on the development of your assessment program including the length of time it has been in use. Please explain any ongoing work the Vendor is doing to refine the existing components of the system, refresh the item pool, build new components, etc.</p>
13	<p>The solution is flexible for implementation in multiple settings: remote learning, classroom station/rotation model, media center/lab, after school and extended learning opportunities. Allows students 24/7 access before and after school hours.</p>
14	<p>What technological infrastructure is necessary for your assessment to be administered effectively on a large scale (internet bandwidth, whether a local caching server is necessary, etc.)? How will you address the needs of the District if there are issues? Discuss how you have had a proven track record with large, urban districts.</p>

15	What, if any, adjustments do you plan to make to your system within the next 5 years and how might that affect the cost of a future contract for the District?
16	Please indicate whether you will provide anonymous digital access to Vendor's solution for the designated District staff as part of the proposal evaluation process.

MINIMUM TECHNICAL SPECIFICATIONS

Vendors must provide a detailed response to each requirement as to how the proposed solution complies with the requirement. Should the Offeror become the contracted provider, any response found to be incorrect, regardless of the reason, will deem the Contractor in breach of the Contract, and the Contract may be terminated, or the Contractor given an opportunity to cure the breach at its own expense by modifying the proposed solution to meet the requirement. If the District terminates the Contract, the District will have no liability to the Contractor, financially or otherwise, for false information given by the Offeror in its proposal and retains the right to recover damages according to the District's Terms and Conditions. Vendors are cautioned and encouraged to seek clarifying information to any requirement by using the time set aside prior to the closing of the solicitation for receiving Vendor questions.

ITEM #	DESCRIPTION
15	The solution must support the full SAML specification of a Service Provider (SP) such as supporting multiple IDPs and single sign-out.
16	Provide at least two reference accounts where: <ul style="list-style-type: none"> -Solution is deployed in a production environment -For a duration of one (1) year -For at least 40,000 students
17	Does the solution require the use of additional software components such as plugins or proprietary packages? If plugins or proprietary packages are required, please provide details.
18	Must provide non-customized mobile support on diverse client devices. List any limitation on support. Describe frequency of updates and requirements for software updates (cost, computer systems, etc.).
19	Describe how the solution supports the Americans with Disabilities Act (ADA) section 508 compliance found at: http://www.dol.gov/dol/topic/disability/ada.htm and what levels of WCAG compliance are met by the solution (if required). How will future updates or changes to the solution impact compliance with accessibility guidelines?
20	Describe your uptime Service Level Agreement. The system is expected to be utilized 24 hours a day.
21	The system must provide a reliable authentication mechanism which controls access to the system by validating each user (e.g., user-ID/password) at the start of each session.

22	Users must have individual and unique credentials. System must support staff and students may having the same prefix to their email such as eboth@wcpss.net for staff and eboth@students.wcpss.net for students.
23	The system must store any local authentication credentials in a salted, encrypted format.
24	The system must log unauthorized access attempts not going through single sign on.
25	The system must log authorized user access.
26	User sessions must timeout (i.e., require logging in again) after a specified length of inactivity.
27	Customer support must be available to district and school administrative users by phone and email during regular business hours (M-F, 8-5 Eastern Standard Time). Identify any additional support avenues that may be available such as online chat. Describe your Service Level Agreement (SLA) for support.
28	Contractor must provide a readily available user manual. The solution must include searchable help/troubleshooting. Provide details of the proposed user manual format and availability as well as any additional features that might be included such as context-specific help.
29	Technical support, licensing fees, upgrades and patches must be included in the annual solution fee.
30	<p>At a minimum, the system must allow for:</p> <ul style="list-style-type: none"> -Batch creation of administrators and users. -Manual addition of administrators and users. -Site (school) based administration in addition to district level administration. -Administration of user accounts. <p>Provide details of how user administration is accomplished in the solution. Also include any industry standards or formats that are supported by your solution, such as, SIF, Ed-Fi, APIs, etc.</p>
31	<p>The system should read the MemberOf field (group membership) in a SAML assertion to assign a person to a real time user group for permissions etc.</p> <p>Supports an automated roster-management feature, at no cost to its customers, for secure district data-integration.</p>
32	While under contract, the system must maintain student data records for a minimum of five (5) years and make these records available to the district.
33	The system must allow for the use of the state's unique student ID number to identify students as a master key with their email address being the login ID.
34	<p>The system shall allow for the export of data to be used with other data systems such as Student Information Systems (SIS), Instructional Management Systems (IMS), and Learning Management Systems (LMS).</p> <p>Describe how the solution provides for the export or transfer of data, including all formats and methods supported.</p>

COST ANALYSIS

Please use the sample template below as a guide for how to provide cost information. Headings should reflect all costs associated with the Request for Proposal by component. For example, recurring costs for licenses, training, etc. should each be listed separately. The information must be in a clear, easily read, and accessible format. While the initial contract will likely be for one year, please report on any changes in anticipated costs beyond Year 1 or, if the cost structures are anticipated to be at the same level in subsequent years, then simply attest as such.

SAMPLE COST ANALYSIS TEMPLATE

Year 1 (July 2023-June 2024)

Component	Unit Type (student, teacher, school, etc.)	Number of Units	Cost Per Unit	Total Cost of Component
1. Software licenses (one per student)	Student	36,000	\$ _____	\$ _____
2. On-Site Professional Development (1 day per school for 44 schools)	Day	44	\$ _____	\$ _____
3. Licenses for aligned intervention component	Teacher	575	\$ _____	\$ _____
Etc.			\$ _____	\$ _____
Etc.			\$ _____	\$ _____
			TOTAL Year 1	\$ _____

AWARD OF CONTRACT

It is the general intent to award this contract to a single overall bidder.

The successful bidder(s) will be notified by "Notice(s) of Award" issued by the Purchasing Department.

AWARD CRITERIA

1. **Pricing:** Each bidder must complete the Price Quote
2. **Quality of Service:** Includes answers and methodology where applicable.
3. **Experience and References:** WCPSS requests minimum of three reference accounts be provided. Each reference should demonstrate a record of quality work spanning at least three years. If any vendor submitting a proposal is limited in the number of reference accounts available, vendor should submit a list of all accounts of record within the last three years. Vendors shall not use WCPSS as a past reference.
4. Conformity with specifications herein.

SOURCE SELECTION

WCPSS will review all information submitted in order for WCPSS to award the contract to the bidder providing the most responsive/responsible low bid.

- i. The evaluation committee may request clarifications, an interview with or presentation from any or all bidders. However, the WCPSS may refuse to accept, in full or partially, the response to a clarification request given by any bidder. Bidders are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms.
- ii. Evaluation Process Explanation. WCPSS employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria, as provided with this IFB. Any references in an answer to another location in the IFB materials or Proposal shall have specific page numbers and sections stated in the reference.
- iii. To be eligible for consideration, a bidder must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by WCPSS. Responses that do not meet the full intent of all requirements listed in this IFB may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection.
- iv. Bidders are advised that WCPSS is not obligated to ask for or accept after the closing date. Bidder may be disqualified from any evaluation or award if bidder or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with WCPSS, or violated rules or statutes applicable to public bidding in the State of North Carolina, as documented. Vendors must not be debarred from doing business with the State of North Carolina or Federal Government.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS, other government agency office, WCPSS body or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in WCPSS' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of WCPSS would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Please contact bids-gooding@wcpss.net.

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

NON-PREFERENCE

It is the intent of WCPSS to procure products in the stated quantity, quality, and size as described in this request while adhering to general statutes specific to public schools and WCPSS Board of Education policy. The manufacturer, brand name and model numbers are used to provide respondents specific information on the quality and usefulness of the product that is being requested. These references are not intended to restrict comparable products. Other manufacturers and brands will be considered if they meet or exceed the minimum standards of the product referenced. See below for accompanying literature that is required when submitting your bid.

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications.

DELIVERY

If applicable, WCPSS 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 by bidder may subject proposal to disqualification.

FIRM BID

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

TAXES

Wake County Public School System is **NOT tax-exempt**. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax.

REQUIRED SUBMITTALS

1. **Signed execution page (page 1)**
2. **Attachments A & B**
3. **Customer References**
4. **Cost Proposal**
5. **Relevant Experience & Methodology**

CUSTOMER REFERENCES

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

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

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

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

ETHICS AND THE PURCHASING FUNCTION *Policy Code: 6401/9100*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known

to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

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

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

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
1. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
2. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
3. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
6. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
9. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the

requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

10. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
11. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.
13. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
14. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
15. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
16. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
17. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
18. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
20. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.

21. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
22. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
23. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS

determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

24. **PAYMENT TERMS:** Payment terms are Net 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.
25. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
26. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
27. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
28. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
- 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.
29. **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.

30. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this

contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

31. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
32. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
33. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period.
Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
34. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
35. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
36. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
37. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its

subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

38. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
39. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
40. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

WAKE COUNTY PUBLIC SCHOOL SYSTEM BID PROTEST PROCEDURE

PURPOSE

To ensure 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 Proposal.

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

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

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

After careful consideration of all relevant information the 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.

VENDOR INFORMATION SHEET

Company Name (include dba): _____

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

Contact: _____

Corporate Office Address: _____

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

Web Address: _____

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

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

Insurance Contact: _____ Phone: _____

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

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

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

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

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

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

Vendor Signature: _____

Date: _____

Print Name: _____

FEDERAL CONTRACTING REQUIREMENTS

This *Attachment* is incorporated into the Goods and/or 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 had 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.
8. 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.