




**Memorandum from Purchasing Department**  
***Letter of Instruction for IFB #251-25-335***

**To: Prospective Parties**

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

- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Information for Bids or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE IFB PROCESS. All questions should be directed to [bids-mcalvert@wcpss.net](mailto:bids-mcalvert@wcpss.net).**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Submit one (1) signed, original executed proposal responses and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.**
- **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 below. If the 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.**

 <b>WAKE COUNTY</b> PUBLIC SCHOOL SYSTEM	<h2 style="text-align: center;">Invitation for Bid #251-25-335</h2>	
1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	Proposals will be publicly opened: <b>May 9, 2025 @ 2:00PM ET</b>	
<b>Refer <u>ALL</u> Inquiries to:</b> Marcella Calvert Telephone No: 919-588-3457	Contract Type: <b>Agency Specific Term</b>  Commodity: 432226 – Network Service Equipment Parts Replacement/Repair	
E-Mail: <a href="mailto:bids-mcalvert@wcpss.net">bids-mcalvert@wcpss.net</a>	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

### **NOTICE TO VENDORS**

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

Proposals submitted via facsimile (FAX) machine in response to this Request for Proposal will not be accepted.  
**Proposals are subject to rejection unless submitted on this form.**

### **EXECUTION**

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

- 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.**

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

Offer valid for 60 days from date of bid opening unless otherwise stated here: \_\_\_\_ days.

**IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. WCPSS will make every effort to adhere to this schedule. All times shown are Eastern Time (EST).

Event	Responsibility	Date and Time (ET.)
Issue IFB	WCPSS	April 28, 2025
Submit Written Questions	Vendor	May 1, 2025 by 2:00 PM
Provide Response to Questions	WCPSS	May 6, 2025 by end-of-business
Submit Sealed Bids	Vendor	May 9, 2025 @ 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 due date for written questions in the above schedule.

Written questions must be emailed to [bids-mcalvert@wcpss.net](mailto:bids-mcalvert@wcpss.net) by the date and time specified. **Vendors should enter "Questions Solicitation IFB #251-25-335" as the subject for the email.** Question 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. **Addendums associated with the Information 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://evp.nc.gov/solicitations/>

**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 #251-25-335 Wake County Public Schools Attn: Marcella Calvert 1551 Rock Quarry Rd. Bldg. F Raleigh, NC 27610

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the proposal 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.

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

**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.

## **BACKGROUND**

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15<sup>th</sup> largest in the United States. There are currently 199 schools serving a student population of approximately 161,000. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site ([www.wcpss.net](http://www.wcpss.net)).

## **SCOPE OF WORK**

Please provide a quote for the items in the attached Network Supply Items List attached (Attachment D) to this proposal. This request is non-brand specific and the referenced is for comparison purposes only. All functional equivalents will be reviewed; however, materials and supplies must meet or exceed the specifications of the items referenced. **WCPSS reserves the right to determine if the bidder's functional equivalent is acceptable.** Vendor must specify if the item is in stock and readily available for pick up or shipping upon receipt of order. **Unit prices must include all applicable shipping charges for quote to be valid. This is an Invitation For Bid only and is not an issue of award or purchase. WCPSS reserves the right to non-award or cancel request at any time.** Pricing shall not include tax which will be billed separately. **All orders must be shipped complete and the WCPSS Purchase Order number must be shown on the boxes or packages and must be on the packing slips. All third-party shippers are REQUIRED to have the packing list with WCPSS purchase order listed or shipments will be returned at vendor's expense.**

Product will ship FOB to: **Wake County Public Schools  
Central Receiving  
1551 Rock Quarry Road, Bldg. F  
Raleigh, NC 27610**

## **AWARD CRITERIA**

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

1. **Pricing:** Each bidder must complete the Price Sheet (Attachment: D)
2. **Quality of Service:** Includes answers and methodology where applicable.
3. **Experience and References:** WCPSS requests a 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 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.

### **QUALIFICATIONS**

- **THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**
- At least five years of experience in performing the required duties as outlined in this IFB will be accepted. VENDOR is required to provide appropriate references demonstrating experience in performing similar projects in size and scope. References must include contact information. WCPSS shall not constitute one of the required references.
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- VENDOR will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.
  - (Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
  - (State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

Vendor acknowledgement: Initial \_\_\_\_\_

### **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-mcalvert@wcpss.net](mailto:bids-mcalvert@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 manufacture, 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.

### **AWARD OF CONTRACT**

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by the Wake County Public School System to be most advantageous or to constitute its best interest.

### **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**

The 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.

### **WARRANTY**

Vendor warrants to WCPSS that any and all equipment/goods under the specifications requested will be new, of good material and workmanship and agrees to replace promptly any item that does not meet the quality specifications and operational standards set forth by WCPSS requirements. Vendor shall include all warranty information with submittal of bid. Warranty information is subject to consideration for award of bid.

### **REQUIRED SUBMITTALS**

The VENDOR is provided a list of required submittals as a courtesy. If your submittal does not include the required documentation or signature, it may be deemed non-responsive or responsible.

Included in Proposal Submittal Verify and initial	Section
	Signed Proposal/Execution Page (Page 2)
	Company Profile (Attachment A)

	HUB Form (Attachment C)
	Reference Information (Page 7)
	Vendor has read and attests that they maintain current insurance coverages as it is applicable to this request (Exhibit B)
	Pricing (Attachment D)

### **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	

### **METHOD OF AWARD**

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

## **DEADLINE FOR PROPOSAL SUBMITTAL**

Proposals are due no later than **May 9, 2025, at 2:00 pm ET**. Submitted proposals must include all specified attachments as well as Price Sheet (Attachment: D). WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the IFB shall be answered per aforementioned instructions.

### **TERMS AND CONDITIONS**

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



articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

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 include any person or entity designated by contractor as a joint payee on the contractor's payment check.
  - b. 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: Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. **Provider agrees to maintain the appropriate insurance outlined in Exhibit B.** Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
31. The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.
32. **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.
33. **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.
34. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
35. **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.
36. **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.
37. **LUNS福德 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.

38. **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).
39. **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.
40. **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.
41. **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.
42. **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).

**30. INSURANCE:**

1. **Commercial General Liability:** The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:
 

	Occurrence:
a. General Aggregate	\$2,000,000
b. Premises Operations	\$1,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Medical Expense (any one person)	\$5,000
2. **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 \$2,000,000; and \$2,000 medical payments.
3. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.
  - a. Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.
  - b. Part B: Employer's Liability:
  - c. Bodily Injury by Accident: \$500,000 each accident
  - d. Bodily Injury by Disease: \$500,000 each employee
  - e. Bodily Injury by Disease: \$500,000 Policy Limit
4. **Professional Liability Insurance (PL)/Errors and Omissions (E&O)** – Required for any services involving professional services such as architectural and or engineering services. May include malpractice insurance if medical or mental health services are provided. Minimum Limit requirements \$1,000,000
5. **Sexual Misconduct Insurance (SML)/Sexual Abuse/Molestation** - Required for any provider services when alone with students. Covers allegations of sexual abuse by policyholder and those employed by them, whether founded or unfounded. Minimum Limit requirements 1,000,000.
6. **Cyber Liability:** Required for any activity involving personal identifiable information or software applications. Minimum Limit requirements \$1,000,000 up to \$5,000,000.
7. Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
8. **Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability.

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

**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

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

ATTACHMENT: A

**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 meets the above criteria.

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

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## ATTACHMENT D

PRICING LIST - REFERENCE: IFB #251-25-335			
Manufacturer/Part #	Part Description	Price	Qty. Price Break (if offered)
	Category 5 Patch Panel on 89D Bracket		
	6-Strand Single Mode Fiber Indoor/Outdoor CMP		
	6-Strand OM1 Multi-Mode Fiber Indoor/Outdoor CMP		
	AFL SC Fast Connect Multi-Mode 62.5 Fiber Connector		
	AFL SC Fast Connector Single Mode		
	Wall Mount 1 Slot Fiber Box		
	Lynn Electronics Fiber Adapter Strip 6 SC		
	Cat5 Non-Booted Green Patch Cable 3'-Foot		
	Cat5 Non-Booted Green Patch Cable 5'-Foot		
	Cat5 Non-Booted Green Patch Cable 7'-Foot		
	Cat5 Non-Booted Yellow Patch Cable 3'-Foot		
	Cat5 Non-Booted Yellow Patch Cable 5'-Foot		
	Cat5 Non-Booted Yellow Patch Cable 7'-Foot		
	Cat6 CMP Green Cable (1000')		
	Cat5e CMP Blue Cable (1000')		
	FIBER OPTIC 1U RACK MOUNT 3 PANEL UNLOADED		
	24 PORT UNLOADED PATCH PANEL		
	1RU HINGED HORIZONTAL WALL BRACKET		
	CAT6 GREEN JACK		
	CAT5E KWIKJACK BLUE 25PK		
	1 PORT SURFACE MOUNT BOX WHITE		
	22-4 STR NSHLD CMP		
	15' TELCO ASSEMBLY 25PR M/F CAT3		
	LC SINGLEMODE FASTCONNECT® FIBER CONNECTOR		
	SC SINGLEMODE FASTCONNECT® FIBER CONNECTOR   6 PACK		
	ST MULTIMODE/OM1 FASTCONNECT® FIBER CONNECTOR   100 PACK		
	WIDEBAND IP SPEAKER FOR VOICE PAGING, EMERGENCY ALERTING AND LOUD RINGING, POE (ALGO-8180)		
	18-4 STR OAS BC 600V TC DIR BURIAL K2 COLOR CODE		
	1/4" BELL HANGER DRILL BIT 18" LONG		
	3/8" BELL HANGER DRILL BIT 18" LONG		
	1M Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2F, OS2, OFNR, 2.0mm		
	2M Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2F, OS2, OFNR, 2.0mm		

	3M Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2F, OS2, OFNR, 2.0mm		
	5M Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2F, OS2, OFNR, 2.0mm		
	20 METER OM3 LC/LC DUPLEX FIBER ASSEMBLY		
	1 METER SM LC/SC DUPLEX FIBER ASSEMBLY		
	2 METER SM LC/SC DUPLEX FIBER ASSEMBLY		
	3 METER SM LC/SC DUPLEX FIBER ASSEMBLY		
	5 METER SM LC/SC DUPLEX FIBER ASSEMBLY		
	#8 X 1" PHILLIPS PAN HEAD ZINC PLATED SHEET METAL SCREW   100 PACK		
	#8 X 1-1/2" PHILLIPS PAN HEAD ZINC PLATED SHEET METAL SCREW   100 PACK		
	#8 X1" ZINC PLATED PHILLIPS FLAT HEAD WOOD SCREW   100 PACK		
	#8 X1-1/2" ZINC PLATED PHILLIPS FLAT HEAD WOOD SCREW   100 PACK		
	SPARE HANDSET FOR CISCO 6800,7800,8800, DX600 SERIES		
	RIGHT ANGEL WALL BRACKET FOR WAPS W/COVER & SIDEWALLS		
	AP MOUNTING T-BAR FOR OBERON MODEL 1011 SERIES 1/4" H		
	1U 10 OUTLET RACK MOUNT PDU NEMA 5-20P		
	23-4PR CAT6 SOL N/S DIRECT BURIAL		
	4 PAIR RJ45 SERIES MODULAR DATA & TELCOM SURGE PROTECTOR		
	3/8" BLACK ON WHITE VINYL LABEL		
	SINGLE GANG 1 PORT KEYSTONE FACEPLATE WHITE		
	2 PORT ELECTRICAL 106 TYPE WALL PLATE   WHITE		
	SINGLE GANG 2 PORT FACEPLATE WHITE		
	SINGLE GANG 4 PORT FACEPLATE WHITE		
	SINGLE GANG 6 PORT FACEPLATE WHITE		
	2 PORT SURFACE MOUNT BOX WHITE		
	CAT6 JACKS BLUE 25PK		
	2U CANTILEVER VENTED DBL-SIDED SHELF 100lbs		
	Kendall Howard 2-Piece Telco Rack Shelf 200LBS		
	2U VERTICAL WALL BRACKET		
	Finger Duct Wire Manager Panel - Single Sided		
	SM/MM FIBER OPTIC INTERCONNECT PANEL 6 DUPLEX - BLUE		
	FIBER OPTIC PANEL ST SM/MM		
	Cat5E Data Coupler Inserts		

	Kwik Jack CAT5E Data Jack 25pk Blue		
	Kwik Tool P/N 3190-KT Termination Tool jack cat 5 5e 6 crimp wire cable		
	Kwik Replaceable Head		
	FIBER OPTIC INTERCONNECT MM/SM PANEL 6 SC DUPLEX COUPLERS -BLUE		
	6 PORT SLIM LINE FIBER BOX		
	FLUKE NETWORKS ELECTRICIANS D-SNIPS SCISSORS		
	12' HANDSET CORD METAL GREY		
	STATIONARY SHELF FOR 19" MOUNTING 1U 17.5"W X 32"D VENTED		
	Shelf 4-Corner Mount Adjust 200Lb BLK, 27.25" Shelf Depth, 32.25" Max Depth		
	1U STATIONARY VENTED SHELF 17.5" W X 22.25"   BLACK		
	12-24 MOUNTING SCREW AND CAGE NUT COMBO-PACK 50/JAR		
	10-32 CAGE NUTS & SCREWS (50PK)		
	CABLE TIE MOUNT .58 X .37 BLACK   100 PACK		
	3/4" ELECTRICALS TAPE 7.0MIL 66' ROLL BLACK		
	3/4" ELECTRICALS TAPE 7.0MIL 66' ROLL WHITE		
	8" 50 LB BLACK CABLE TIES 100 PER PKG		
	8" 50 LB CABLE TIES UL RATED PA66 BLACK   1000 PACK		
	24-4PR CAT6 SOL N/S 555 MHZ NO SPLINE CMP BLUE		
	1 Meter OM1 LC/LC Duplex Fiber Jumper (Aqua)		
	2 Meter OM1 LC/LC Duplex Fiber Jumper (Aqua)		
	3 Meter OM1 LC/LC Duplex Fiber Jumper (Aqua)		
	5 Meter OM1 LC/LC Duplex Fiber Jumper (Aqua)		
	Fiber Optic Jumper Cable, Duplex, LC/SC, OM3, 10 GB 50 Micrometer Fiber, 1 Meter Length, PVC, Aqua		
	Fiber Optic Jumper Cable, Duplex, LC/SC, OM3, 10 GB 50 Micrometer Fiber, 2 Meter Length, PVC, Aqua		
	Fiber Optic Jumper Cable, Duplex, LC/SC, OM3, 10 GB 50 Micrometer Fiber, 3 Meter Length, PVC, Aqua		
	Fiber Optic Jumper Cable, Duplex, LC/SC, OM3, 10 GB 50 Micrometer Fiber, 5 Meter Length, PVC, Aqua		
	SINGLE GANG STAINLESS STEEL 106 TYPE DUPLEX WALL PLATE		

	2 PORT ELECTRICAL 106 STYLE KEYSTONE INSERT WHITE		
	ICC 24 PORT VOICE (6P2C) PATCH PANEL W/MALE TELCO		
	MULETAPE, 5/8", 1800# TENSILE STRENGTH, 1300' BUCKET		
	FREE-FALL SNIP STAINLESS STEEL		
	DROP-POINT BLADE BLACK POCKET KNIFE		
	POLY PULL STRING W/ORANGE TRACER 6500-FT		
	25' FISH AND GLOW ROD SET		
	TAPE MEASURE, 25' MAGNETIC DOUBLE-HOOK (REPLACES 86225/93225)		
	TOOLS TORPEDO BILLET LEVEL W/ MAGNET		
	T-BOLT BLK OXIDE DRILL SET 21-PC		
	STEP DRILL #12 BIT 7/8" - 1-3/8"		
	MULE TAPE WOVEN POLYESTER 1800LB PRE-LUBRICATED PRINTED FOOT MARKINGS 3000FT REEL		
	VS 3FT GRAY NON-BOOTED C5E CM		
	VS 5FT GRAY NON-BOOTED C5E CM		
	VS 7FT GRAY NON-BOOTED C5E CM		
	VS 10FT GRAY NON-BOOTED C5E CM		
	VS 15FT GRAY NON-BOOTED C5E CM		
	VS 25FT GRAY NON-BOOTED C5E CM		
	VS 35FT GRAY NON-BOOTED C5E CM		
	VS 50FT GRAY NON-BOOTED C5E CM		
	3' CAT5E PATCH CABLE BLUE NO BOOTS		
	7' CAT5E PATCH CABLE BLUE NO BOOTS		
	10' CAT5E PATCH CABLE BLUE NO BOOTS		
	25' CAT5E PATCH CABLE BLUE NO BOOTS		
	3' CAT6 PATCH CABLE NO BOOTS   BLUE		
	3' CAT6 PATCH CABLE NO BOOTS   BLACK		
	3' CAT6 PATCH CABLE NO BOOTS   GREEN		
	3' CAT6 PATCH CABLE NO BOOTS   GREY		
	3' CAT6 PATCH CABLE NO BOOTS   RED		
	3' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	3' CAT6 PATCH CABLE NO BOOTS   Orange		
	5' CAT6 PATCH CABLE NO BOOTS   BLUE		
	5' CAT6 PATCH CABLE NO BOOTS   BLACK		
	5' CAT6 PATCH CABLE NO BOOTS   GREEN		
	5' CAT6 PATCH CABLE NO BOOTS   GREY		
	5' CAT6 PATCH CABLE NO BOOTS   RED		
	5' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	5' CAT6 PATCH CABLE NO BOOTS   Orange		
	7' CAT6 PATCH CABLE NO BOOTS   BLUE		
	7' CAT6 PATCH CABLE NO BOOTS   BLACK		
	7' CAT6 PATCH CABLE NO BOOTS   GREEN		

	7' CAT6 PATCH CABLE NO BOOTS   GREY		
	7' CAT6 PATCH CABLE NO BOOTS   RED		
	7' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	7' CAT6 PATCH CABLE NO BOOTS   Orange		
	10' CAT6 PATCH CABLE NO BOOTS   BLUE		
	10' CAT6 PATCH CABLE NO BOOTS   BLACK		
	10' CAT6 PATCH CABLE NO BOOTS   GREEN		
	10' CAT6 PATCH CABLE NO BOOTS   GREY		
	10' CAT6 PATCH CABLE NO BOOTS   RED		
	10' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	14' CAT6 PATCH CABLE BLUE NO BOOTS		
	14' CAT6 PATCH CABLE BLUE W/CLEAR BOOTS		
	15' CAT6 PATCH CABLE NO BOOTS   BLUE		
	15' CAT6 PATCH CABLE NO BOOTS   BLACK		
	15' CAT6 PATCH CABLE NO BOOTS   GREEN		
	15' CAT6 PATCH CABLE NO BOOTS   GREY		
	15' CAT6 PATCH CABLE NO BOOTS   RED		
	15' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	25' CAT6 PATCH CABLE NO BOOTS   BLUE		
	25' CAT6 PATCH CABLE NO BOOTS   BLACK		
	25' CAT6 PATCH CABLE NO BOOTS   GREEN		
	25' CAT6 PATCH CABLE NO BOOTS   GREY		
	25' CAT6 PATCH CABLE NO BOOTS   RED		
	25' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	35' CAT6 PATCH CABLE NO BOOTS   BLUE		
	35' CAT6 PATCH CABLE NO BOOTS   BLACK		
	35' CAT6 PATCH CABLE NO BOOTS   GREEN		
	35' CAT6 PATCH CABLE NO BOOTS   GREY		
	35' CAT6 PATCH CABLE NO BOOTS   RED		
	35' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	50' CAT6 PATCH CABLE NO BOOTS   BLUE		
	50' CAT6 PATCH CABLE NO BOOTS   BLACK		
	50' CAT6 PATCH CABLE NO BOOTS   GREEN		
	50' CAT6 PATCH CABLE NO BOOTS   GREY		
	50' CAT6 PATCH CABLE NO BOOTS   Red		
	50' CAT6 PATCH CABLE NO BOOTS   YELLOW		
	24-4PR CAT5E SOL N/S, CMP BLUE		
	23-4PR CAT6 SOL N/S CMP BLUE		
	23-4PR CAT6 SOL N/S CMP GREEN		
	WIRE GUARD DAMAGE STOPPER 12X12X12		
	6 FIBER 62.5 INDOOR/OUTDOOR OFNP TB BLACK		
	6 FIBER 62.5 INDOOR/OUTDOOR OFNP TB ARMORED   BLACK		
	12 FIBER SM INDOOR/OUTDOOR OFNP TB BLACK		

	1 METER OM4 LC/LC MINI ARMORED FIBER ASSEMBLY		
	2 METER OM4 LC/LC MINI ARMORED FIBER ASSEMBLY		
	3 METER OM4 LC/LC MINI ARMORED FIBER ASSEMBLY		
	5 METER OM4 LC/LC MINI ARMORED FIBER ASSEMBLY		
	12V D5777 UPS 5AH F2 TERMINAL		
	12V 9AH LEAD ACID BATTERY		
	VELCRO ROLL 1/2" WIDTH, BLACK 75FT ROLL		
	1U HINGED TYPE WALL MOUNT BRACKET		
	2U WALL MOUNT VERTICAL RACK		
	BLANK STAINLESS-STEEL FACEPLATE		
	DEVICE BOX, SINGLE GANG, IVORY		
	STEEL RACEWAY, 3/4", IVORY		
	MOUNTING STRAP FITTING 700 SERIES IVORY		
	700 SERIES FLAT METAL 90° ELBOW   IVORY		
	INTERNAL ELBOW FOR 700 SERIES 2-3/4"   IVORY		
	EXTERNAL ELBOW FOR 700 SERIES 2-3/4"   IVORY		
	RACK MOUNT XPDU 12' INPUT LINE W (6) 5-15R RECPT ON FRONT + 8 5-15R RECT ON REAR 3-YEAR WARRANTY		
	1/4 in. x 1-1/4 in. Slotted Hex Washer Head Concrete Screw Anchor, 100-Pack		
	1/4 in. x 1-1/4 in. Slotted Hex Washer Head Concrete Screw Anchor, 100-Pack		
	2 RMS 19" x 5" Vertical Bracket		
	3 RMS 19" x 7" Vertical Bracket		
	4 RMS 19" x 9" Vertical Bracket		
	2 RMS 19" x 4" Vertical Bracket		
	6x3/4 Slotted Hex Washer Head Sheet Metal Screws		
	1 meter LC/ST OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	2-meter LC/ST OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	3-meter LC/ST OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	5-meter LC/ST OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	1 meter LC/SC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	2-meter LC/SC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	3-meter LC/SC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	5-meter LC/SC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		

	1 meter LC/LC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	2-meter LC/LC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	3-meter LC/LC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	5-meter LC/LC OM1 Duplex Fiber Optic Cable, 62.5/125 Orange		
	W Box 0E-CX1610B 10 ft. 16AWG Cord		
	D-Rings Arlington D22 2.25in X 2in Non-Conductive		
	MSL-121 MSL-106 10' Three Prong Power Cord Extension 14AWG Notched Switch Ext Cord		
	Stud Solver 50 lbs. Drywall and Stud Anchors (50-Pack)		
	D-Ring   2 Inch Inside Diameter   Screw Installation   Rounded Edges   Aluminum		
	D-Ring   3 Inch Inside Diameter   Screw Installation   Rounded Edges   Aluminum		
	D-Ring   5 Inch Inside Diameter   Screw Installation   Rounded Edges   Aluminum		
	10-14 x 1 1/2" Lead Screw Anchor 5/16" Drill Size		
	Tripp Lite series Power Extension Cord, C19 to C20 - Heavy-Duty, 20A, 250V, 12 AWG, 6 ft. (1.83 m), Black		
	Swivel Caster, 5" Cart Model # 5UTJ7		
	Rigid Caster, 5" Cart Model # 5UTJ7		
	Gray Left Leg Cart Model # 5UTJ7		
	Gray Right Leg Cart Model # 5UTJ7		
	5-Ring Wire Manager Panel - Single Sided 1RU		
	5-Ring Wire Manager Panel - Single Sided 2RU		

### **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 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.
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.