



INVITATION FOR BIDS

Carpet Squares

PROPOSAL SUBMISSION DEADLINE: **SEPTEMBER 22, 2023 2pm EST**

QUESTION SUBMISSION DEADLINE: **SEPTEMBER 18, 2023 at 5pm EST**

MANDATORY PRE-BID MEETING:

SEPTEMBER 15, 2023 at 9 am-Beginning at Toisnot Middle School

We will visit each of the WCS media centers in order for interested parties to measure and observe the spaces where carpet squares could be needed.

Questions may be submitted in written form via the google doc found at

bit.ly/wcscarpet

Questions will be answered via the google doc ONLY by
WCS Technology RFP team

Proposal due at this location by the submission deadline:

**Wilson County Schools
Technology Office
Toisnot Middle School
1301 Corbett Ave N
Wilson, NC 27893**

- Emailed bids, subject to the conditions made a part hereof, will be received 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.
- Bids are subject to rejection unless submitted on this form.

Execution. In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable.

BIDDER:	Federal Tax ID or Social Security No:
Street Address: PO Box:	
City, State, Zip:	Telephone No: Fax No:
Type or Print Name & Title of Person Signing:	
Date:	

Authorized Signature:

E-Mail:

Offer valid for 30 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5).

Are you a NC Recognized Historically Underutilized Business (HUB)? _____ YES _____ NO If unsure, don't answer.
 More information: <https://ncadmin.nc.gov/businesses/hub>

Mailing Instructions: Submit one (1) fully executed bid document, unless otherwise instructed, and only one bid per envelope by either of the methods below. DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION OF YOUR BID.

It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Delivered By US Postal Service or Courier	Hand Delivered
Wilson County Public Schools Attn: Heather Pennica Technology Office Toisnot Middle School 1301 Corbett Ave N Wilson, NC 27893	Wilson County Schools Attn: Heather Pennica Technology Office Toisnot Middle School 1301 Corbett Ave N Wilson, NC 27893 Call 252-399-7870

Transportation Charges: FOB – Destination. Freight charges must be included in the price. Delivery shall be made to:

Technology Office
 Attn: Heather Pennica
 Toisnot Middle School
 1301 Corbett Ave N
 Wilson, NC 27893
 Call 252-399-7870

Purchase the Following Items: Switches identified on the attached Item Detail & Bid Sheet.

Items referenced and specified herein are based upon a particular manufacturer, but are used for the purpose of identification and to establish a general quality level. Such references are not intended to be restrictive, and functionally equivalent products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. Functional equivalency shall be determined by Wilson County Schools (WCS). WCS shall not be obligated to accept deviations if deemed not to be in the best interest of WCS.

Quantities shown are not a guarantee of purchase. The quantities could be more or less. Please take that into consideration when you are submitting a bid.

Award Criteria: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to WCS) as determined by consideration of:

Price of the eligible products and services requested	40
Prior experience with the vendor & brand of equipment	35
Prices for ineligible services, products, and fees	15
Local in state vendor/Compatibility with current systems	10

WCS reserves the right to waive any minor informality or technicality in bids received.

Bid Evaluation: Bids are requested on the items and/or equipment as hereinafter specified. Bidders are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

Basis for Rejection: Wilson County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered: non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Wilson County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Wilson County Schools.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, WCS reserves the right to reduce or increase quantities. Therefore, bidders must include all fees associated with the proposal, including taxes and freight in the "each" pricing for each line item, as well as identifying a per unit installation cost for each line item if applicable.

Timeline for Complete Order: WCS reserves the right to order portions of the total items in phases, not to exceed 1 year from the date the bid is awarded or until the end of the 2023-2024 academic year, whichever is later. The price listed must be offered to Wilson County Schools for the duration of 1 year for additional orders of the product listed in this bid.

Delivery and Installation: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. All items must be pre assembled upon arrival. All shipping cartons, packages, etc. must include the applicable WCS purchase order number clearly marked on the package or included on a packing slip/list with the package. WCS reserves the right to consider the delivery time offered as a factor in the award of contract.

Deviations: Deviations from specifications and requirements must be documented on a separate sheet and attached to your bid. Item(s) offered is (are) in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

Late Bids: Regardless of cause, a late bid will not be accepted and will automatically be disqualified from consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Award Notification: After the bids have been evaluated and an award has been made, each vendor who submitted a bid will be notified of the award. The award may not be made for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of WCS until after the award of the contract. All bidders are advised that they are not to have any communications with WCS during the evaluation of the bids (after the public opening of the bids and before the award of the contract) unless WCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of WCS, from the contract award.

INSTRUCTIONS TO BIDDERS

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: 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.

Execution: Failure to sign under the EXECUTION section will render the bid invalid.

3. **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, (3) Wilson County Schools' General Contract Terms and Conditions, and (4) and (5) Instructions to Bidders.
4. **Time for Consideration:** Unless otherwise indicated on the first page of this document, the bidder's offer shall be valid for 30 days from the date of bid opening. Preference may be given to bids allowing not less than 30 days for consideration and acceptance.
5. **Prompt Payment Discounts:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
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 the 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. Bids which do not comply with these requirements will be subject to rejection.
8. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
9. **Acceptance and Rejection:** WCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

- 10. References:** WCS reserves the right to require a list of users of the exact item offered. WCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
- 11. 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 WCS 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 dates of delivery and performance; and such other factors deemed by WCS to be pertinent or peculiar to the purchase in question. WCS reserves the right to accept any individual item or group of items on a multi-item bid.
- 12. Historically Underutilized Businesses:** Wilson County Schools (WCS) is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. WCS 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.
- 13. Confidential Information:** As provided by statute and rule, WCS 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.
- 14. Samples:** Samples 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. Requests for the return of samples must be made within 10 days following the date of bid opening. Otherwise the samples will become WCS 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.
- 15. Acceptance and Rejection:** Wilson County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
- 16. Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Wilson County Public Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

GENERAL CONTRACT TERMS AND CONDITIONS

- 1. Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the WCS that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and WCS with respect to the purchase by WCS of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to WCS shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to WCS shall be deemed accepted by or binding on WCS. WCS hereby expressly

rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until WCS's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by WCS are subject to correction.

2. **Availability of Funds:** No legal liability on the part of WCS for any payment may arise until funds are made available to WCS' Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, WCS may at its discretion immediately terminate the Contract. WCS shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
3. **Quantities:** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by WCS. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
4. **Prices:** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give WCS the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to WCS unless otherwise agreed to in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform WCS of such change and WCS shall have the right to terminate the Contract if desired.
5. **Delays in Shipment:** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
6. **Risk of Loss:** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by WCS or its nominee.
7. **Rejection:** All Goods and Services shall be received subject to WCS' inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. WCS may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to promptly replace or correct such Goods or Services, WCS may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
8. **Warranties:** Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by WCS of the Goods and Services and shall run to WCS and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, WCS shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
9. **Insurance:** Unless such insurance requirements are waived or modified by WCS or Insurance and Risk Management, Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to WCS and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/mutual aggregate. Workers' Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to WCS and shall contain the provision that WCS be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring

company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

10. **Indemnification:** Contractor shall indemnify and hold harmless WCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless WCS, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of WCS in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless WCS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
11. **Taxes:** WCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.
12. **Situs:** The place of this contract, its situs and forum, shall be Wilson County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
13. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
14. **Inspection at Contractor's Site:** WCS 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 WCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
15. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
16. **Improper Payments:** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to WCS any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after WCS notifies Contractor in writing that a payment has been determined to be improper.
17. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
18. **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. Shipping cartons, packages, etc. shall include the applicable WCS purchase order number clearly marked on the packaging or packing slip/list included with the package.
19. **Schematic Designs:** As provided by N.C.G.S. 115C-105.53(c), schematic designs of school buildings are not considered public records or subject to public inspection, and Contractor shall keep in confidence any such designs in its possession for purposes of this Contract.
20. **Intellectual Property:** Contractor agrees, at its own expense, to indemnify, defend and save WCS harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that WCS's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

21. **Conflict of Interest:** Contractor represents and warrants that no member of WCS or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Contractor shall not permit any member of WCS or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
22. **Gratuities to WCS:** The right of Contractor to proceed may be terminated by written notice if WCS determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of WCS in violation of policies of WCS.
23. **Kickbacks to Contractor:** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a WCS Contract or in connection with a subcontract relating to a WCS Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to WCS in writing the possible violation.
24. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
25. **Background Checks:** At the request of WCS's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to WCS criminal background check and drug testing procedures.
26. **Lunsford Act:** As required by N.C.G.S. 115C-332.1, all Contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with WCS students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Wilson County Schools or Wilson County on behalf of Wilson County Schools. Failure to comply may result in legal action and termination of the contract for default.
27. **E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
28. **Policy Compliance:** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
29. **Compliance with All Laws:** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
30. **Contract Transfer:** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of WCS.
31. **Relationship of Parties:** Contractor is an independent contractor and not an employee of WCS. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and WCS. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
32. **Advertisement:** The Contract will not be used in connection with any advertising by Contractor without prior written approval by WCS.
33. **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, the purchasing office at once, indicating the specific regulation which required such alterations. WCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

34. **Confidentiality Information: Student Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.
- Employee Personnel Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of WCS's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity any such personnel information.
- Other Confidential Information.** (a) Contractor agrees that it will at all times hold in confidence for WCS all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by WCS to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of WCS, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to WCS in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by WCS, be deemed to be confidential or proprietary information and shall be acquired by WCS free from any restrictions as part of the consideration of the Contract.
35. **No Pre-Judgment or Post-Judgment Interest:** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
36. **Safety Data Sheets:** Pursuant to the Hazard Communication Standard (29 C.F.R. §1910.1200, et seq.) and incorporated by reference, except as modified by 13 N.C.A.C. 07F .0101, Contractor shall provide all safety data sheets in accordance with federal and state regulations.
37. **Mediation:** If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree first to try in good faith to settle the dispute through negotiation. If the dispute cannot be settled through negotiation, Contractor agrees to offer to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or administered by another mediator jointly selected by the parties, before resorting to litigation.
38. **Attorney's Fees:** In the event of legal proceedings related to the Contract, WCS shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should WCS be the prevailing party.
39. **No Third Party Benefits:** The Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
40. **Force Majeure:** If WCS is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by WCS or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of WCS.

CONTRACT PROVISIONS REGARDING USE OF FEDERAL FUNDS

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally-funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, the Contractor agrees to comply with the following provisions.

Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

1. **Contracts for more than the simplified acquisition threshold currently set at \$500,000.** When federal funds are expended by WCS, WCS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
2. **Changes.** The Board may at any time, by a written change order, make changes within the general scope of the contract, in any one or more of the following: (a) specifications (including drawings and designs); (b) method or manner of performance of the work; (c) furnished facilities, equipment, materials, services, or site; or (d) the schedule for the performance of work. If any such change causes an increase or decrease in the cost of the work under the contract which was changed, an equitable adjustment may be made in the contract price and the contract may be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted no later than 30 days from the date of receipt by the Contractor of the notification of change. Any change in the cost of work shall be authorized in writing by both parties.
3. **Termination.**
 - a. For Cause. The Board may terminate the Contract, in whole or in part, following written notice by the Board of a breach of the Contract by Contractor and the Contractor having fifteen (15) days to cure. In addition to any other remedies available to the Board in law or equity, the Board may procure upon such terms as the Board shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to the Board for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
 - b. For Convenience. For good cause as determined by the Board in good faith, the Board shall have the right to terminate any work under this Contract, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from Board to Contractor. If the Contract is terminated by the Board in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. The Board will not be liable to the Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
4. **Remedies.** The Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of any breach of contract by either party, including but not limited to any administrative, contractual or legal remedies applicable as well as any appropriate sanctions and/or penalties.
5. **Equal Employment Opportunity.**
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. WCS will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. WCS will report all suspected or reported violations to the Federal awarding agency.
- 7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 8. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor 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.
- 9. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance.** The Contractor certifies that during the term of an award for all contracts by WCS resulting from this procurement process in excess of \$150,000, the Contractor 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 10. Buy American Provision.** Contractor certifies that contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain a written exception from this provision from the agency issuing the contract.
- 11. Debarment and Suspension.** Contractor certifies that during the term of an award for all contracts by WCS resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- 12. Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** When federal funds are expended by WCS for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by WCS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:
- a. No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its Instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- 13. Records Retention Requirements.** The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 14. Certification of Compliance with EPA Regulations.** For a contract in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.
- 15. Certification of Compliance with Energy Policy and Conservation Act.** Contractor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 16. Certification of Non-Collusion Statement.** Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.
- 17. Copeland Anti-Kickback Act.**
- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Labor may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Wilson County Schools

Item Detail & Bid Sheet

Bidder Name: _____

DESCRIPTION / SPECIFICATIONS	UNIT PRICE (including all labor, materials & all requirements)	DELIVERY DAYS AFTER RECEIPT OF ORDER
<p>Commercial Grade Carpet Squares- 24" x 24" Requirements: Fiber: Type 6, Nylon Dye method: Solution Construction: Patterned Loop Weight: min. 20 oz/yd Stitches per inch: 10.66 (41.97 per 10 cm) Density: 6, 667 (247.73 kg/m) Pile Thickness: 0.108" Gauge: 5/64 (50.39 per 10 cm) Technologies: Color Safe, XGuard Various Colors required</p> <p><i>Must pass all required testing, including but not limited to, Aachen Test, AATCC 134, ASTM E648, ASTM E662, ASTM D2859, ASTM D5252</i></p> <p>Guarantee/Warranty of Carpet: Lifetime Wear & Backing Warranty</p> <p>Guarantee/Warranty Work: The Contractor shall guarantee all workmanship against defects in installation for a period of one (1) year from date of final acceptance by the Facilities Supervisor or designee. Upon written notice from the Facilities Supervisor, the Contractor shall, at own expense, promptly correct/replace any and all improper work that may become apparent within one (1) year.</p>		
<p>Additional services required: <i>White Glove Service</i> –Removal & Disposal of old carpet & baseboards. –Floor must be prepared to receive carpet as needed. –Installation of new 4" vinyl baseboards (matching existing) –Moving furniture and placing it back in place (all on casters or glides) –Installed during and/or after normal school hours, within a 90 day Window. –Installation must comply with the manufacturer's instructions and recommendations for all flooring products and installation materials. –Adhesives must be applied per manufacturer's instructions –Contractor must use a fixed reducer strip to secure the area as needed.</p>		

<ul style="list-style-type: none"> -Remove visible adhesive, seam sealer, and other surface blemishes using a cleaner recommended by the manufacturer. -Remove protruding yarns from the carpet surface. -Remove all debris and carpet remnants less than one yard from the job site and dispose of properly. -Remaining carpet squares shall remain at the school. 		

Note: All equipment must be delivered to the various school sites located within Wilson County. Wilson County Schools reserve the right to adjust the square footage as needed based on needs during the 2023-24 school year.