

**Bidder/Offeror** \_\_\_\_\_

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO MAY SUBJECT YOUR BID TO REJECTION.**

**ATTENTION:**

**Federal Employer Identification Number or alternate identification number**  
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

**Enter ID number here:** \_\_\_\_\_

Pursuant to N.C.G.S. 132-1, 10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,  
before the procurement file is made available for public inspection.

**ANSON COUNTY BOARD OF EDUCATION  
REQUEST FOR PROPOSALS**

#145-2012-011312CBL

**TITLE:** Challenge-Based Learning (ARRA)

USING AGENCY: Anson County Schools Board of Education

ISSUE DATE: 01/13/12

ISSUING AGENCY: Anson County Schools Board of Education

Sealed Proposals subject to the conditions made a part hereof will be received until **4:00 PM, Friday, January 27, 2012**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. 145-2012-011312CBL Anson County Schools Attn: Holly Berry, Finance Officer 320 Camden Rd. Wadesboro, NC 28170	RFP NO. 145-2012-011312CBL Anson County Schools Attn: Holly Berry, Finance Officer 320 Camden Rd. Wadesboro, NC 28170

**IMPORTANT NOTE:** Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to Request for Proposals **will not** be acceptable.

Direct all inquiries concerning this RFP to:

**Anson County Schools**  
**Attn: Holly Berry, Chief Financial Officer**  
**320 Camden Road**  
**Wadesboro, NC 28170**  
**704-694-4417**  
**[berry.holly@anson.k12.nc.us](mailto:berry.holly@anson.k12.nc.us)**

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until Friday, January 20, 2012 at 4:00 PM. ALL QUESTIONS MUST BE SUBMITTED IN WRITING, EITHER BY FAX OR EMAIL, TO THE ADDRESS OR NUMBER LISTED ABOVE. NO QUESTIONS WILL BE RECEIVED BY TELEPHONE. A summary of all questions and answers will be posted on the Internet as an addendum, located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

**Within two days after notification of award of a contract, the vendor must register in NC E-procurement @ Your Service (<http://vendor.ncgov.com>).**

**THE PROCUREMENT PROCESS**

The following is a general description of the process by which a firm will be selected to provide services:

1. Request for Proposals (RFP) will be posted on the internet via the State's Interactive Purchasing System (IPS) and the Anson County Schools website (www.ansonschools.org).
2. A deadline for written questions is set for **Friday, January 20, 2012 at 4:00 PM**. (See cover sheet of this RFP for details.)
3. Proposals in one (1) original and three (3) copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and, therefore, may not be an exact indicator of an offeror's pricing position.
6. At their option, the issuing agency's RFP Selection Team may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify materials presented in any part of the proposal. However, offerors are cautioned that the proposal evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost.

A list of references (including contact persons and telephone numbers) for which similar work has been performed shall be included, and the list shall include all similar contracts performed by the offeror in the past five (5) years. The RFP Team will randomly select at least three (3) of offeror's references, but the team reserves the right to contact all the references listed, if information from the three (3) references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The RFP Team may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts or similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts; and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the issuing agency.

In addition to any other evaluation criteria identified in the issuing agency's solicitation document, the Agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the issuing agency:

- Total cost to the Agency
- Level of quality provided by the vendor
- Security and protection of the Agency's information and intellectual property
- Availability of pertinent skills
- Ability to understand the Agency's business requirements and internal operational culture
- Relations with citizens and employees

8. Offerors are cautioned that this is a request for offers, not a request to contract; and the Agency reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the Agency. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and, therefore, may not be an exact indicator of an offeror's pricing position.

**CONTRACT PERIOD**

The contract period will be for one (1) year beginning from date of award, with the option to renew for each additional year of the project if funds are available and performance has been satisfactory.

**INTRODUCTION**

The Anson County Board of Education is seeking Professional Development Instructors/Trainers to provide training in the area of Instructional Technology. The Anson SIG Projects consist of implementing a Transformation Model in a Tier I school, Morven Elementary School and Tier II School, Anson High School. The goals and objectives of the projects set expectations for increases in academic achievement, improved teacher capacity, and home-school community connections. The contractor will be required to abide by both ARRA (American Recovery and Reinvestment Act) and SIG regulations.

**SCOPE OF WORK**

The scope is to include up to 2 years of training for facilitators, teachers, and staff that would provide extensive training for teachers in Challenged –Based Learning. The first year’s training must consider adult learning theory and how to form new habits. Extensive correlation to into addiction research is a must in order to teach learning to form new habits. Additionally, if funding is available, extended scope is to include a second year of capacity building support services for facilitators, teachers, and staff in the areas of curriculum, instruction and technology that responds to the equation “What + Why + How = Results”.

Emphasis of the Professional Development Training must include:

- Use of Adult Learning Theory
- Challenged –Based Learning – innovation and creativity based on relevant and applied curriculum
  - What is it?
  - Why is it important for teaching?
  - How should it be implemented?
  - What type of results should I see?
- Training conducted shall provide challenging, measureable integration of curriculum, instruction and technology
  - Online resources
  - Research
  - Commentary
  - Deep reflection of planning, lessons, units
  - Online knowledge bases such as Questia and Smarthinking

Scope would include training days examining and collecting trend data for adjusting trend data to ensure success of improved teacher capacity.

**FEDERAL, STATE AND LOCAL LAWS**

The Parties shall comply with any and all applicable federal, state and local laws, statutes and regulations including but not limited to those regarding public schools, public school students and the confidentiality of student records shall apply to this contract. This contract will be governed and construed in accordance with the laws of the State of North Carolina.

**SERVICE COST**

To be responsive to this RFP the Contractor shall submit pricing at a fixed cost by product (including sales tax), services, training and installation. Contractors are encouraged to price fees as competitively as possible.

**PROPOSAL REQUIREMENTS**

A response to this RFP shall consist of the following six sections:

**1. CORPORATE BACKGROUND AND EXPERIENCE**

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for which similar work has been performed shall be included, and the list shall include all similar contracts performed by the offeror in the past five (5) years. The evaluators will randomly select at least three (3) of these references, but the evaluators reserve the right to contact all the references listed, if information from the three (3) references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts or similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts; and the information obtained may be considered in evaluating offeror's proposal.

**2. PROJECT ORGANIZATION**

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Availability for onsite conferencing and collaboration should be included.

**3. TECHNICAL APPROACH**

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**4. OUTSOURCING**

The offeror must detail the manner in which it intends to utilize resources or workers located outside of the United States; and the Agency will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed to be in the best interest of the Agency. The offeror must include (a) the location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract, (b) the corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors. Prior written approval of the Agency and the State will be required for outsourcing. Prior written approval of the Agency will be required for subcontracting.

**5. Historically Underutilized Business Data**

Include the following data in your proposal:

"Is your organization registered with HUB office?"

"Is your organization a minority contractor, small contractor, physically handicapped contractor, a woman contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled?"

**6. COST PROPOSAL**

The Cost Proposal should clearly delineate cost items (e.g., Personnel Hourly or Daily Rate, Travel and Subsistence Expenses, Subcontractor Costs if any, Other Costs, etc.) as applicable, followed by a TOTAL COST. Under TOTAL COST, a total "not to exceed" cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

WHERE SERVICE CONTRACTS WILL BE PERFORMED

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),

This form is to be completed and submitted with the offeror's bid.

Issuing Agency: ANSON COUNTY Board of Education Solicitation #: 145-2012-011312CBL

Agency Contact Person & Phone Number: HOLLY BERRY / 704-694-4417

Solicitation Title/Type of Services: CHALLENGE-BASED LEARNING

OFFEROR: \_\_\_\_\_

City & State: \_\_\_\_\_

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed by subcontractor(s):

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____
_____	_____	_____

(Attach additional pages if necessary.)

## CONTRACT PROVISIONS

By submission of a proposal, Contractor agrees to comply with the following provisions and with the contract provisions required pursuant to 10 C.F.R. Part 600.236(i). Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

### Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

For reporting purposes, Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds.

### Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

### Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

### Authority of the Inspector General Provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Buy American Provision**

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. 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 written exception from this provision from the agency issuing the contract.

**Wage Rate Provision**

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

**Availability and Use of Funds**

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

**Whistleblower Provisions**

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees. Specifically, the Recovery Act provides that an employee of any non-Federal employer receiving Recovery Act funds, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered fund.

Any employer receiving Recovery Act funds shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices). A form of the notice that meets the requirements of this section is located at the following internet address: <http://www.recovery.gov/Contact/ReportFraud/Documents/WhistleblowerPoster.pdf>.

**Outsourcing outside the USA WITHOUT Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

**Federal, State and Local Tax Obligations**

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, state and local tax obligations have been or will be satisfied prior to receiving recovery funds.

**Anti-Discrimination and Equal Opportunity**

Pursuant to Section 1.7 of the guidance memorandum issued by the U.S. Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

**Office of State Budget and Management Access to Records**

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

**Use of Recovery Funds for Travel**

“Contractor and its subcontractors are specifically prohibited from using Recovery Act funds for travel outside the service area or county in which the project is located. The exceptions are for travel mandated by the Recovery Act, the awarding federal agency specifically directs such travel, or it is a performance requirement of the grant.”

**ASSURANCES/COST PROPOSAL/EXECUTION OF PROPOSAL**

**IMPORTANT: THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL**

By submitting this proposal, the potential contractor certifies the following: *[Check all that apply.]*

- \_\_\_\_\_ This proposal is signed by an authorized representative of the firm.
- \_\_\_\_\_ It can obtain insurance certificates as required within 10 calendar days after notice of award.
- \_\_\_\_\_ The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- \_\_\_\_\_ All labor costs, direct and indirect, have been determined and included in the proposed cost.
- \_\_\_\_\_ The offeror is aware of prevailing conditions associated with performing these services.
- \_\_\_\_\_ The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- \_\_\_\_\_ The offeror is registered in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>) or agrees to register within two days after notification of contract award.

Therefore, in compliance with this RFP, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost **not to exceed \$**\_\_\_\_\_.

**OFFEROR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

\_\_\_\_\_

**Will any of the work under this contract be performed outside the United States?**  **Yes**  **No**

**(If YES, describe in technical proposal.)**

**N.C.G.S. 133-32 and Executive Order 24** prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

***IMPORTANT: Unsigned proposals will not be considered.***

**ACCEPTANCE OF PROPOSAL**

**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 Request for Proposal, the specifications, and the North Carolina General Contract Terms and Conditions. Anson County School Board of Education 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/OFFEROR: 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, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR ACCEPTANCE:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 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 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/services 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 this State 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. ACS also encourages and promotes 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 the purchasers 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 as specified in the RFQ. **ALL QUESTIONS MUST BE SUBMITTED IN WRITING, EITHER BY FAX OR EMAIL, TO THE ADDRESS OR NUMBER LISTED ABOVE. NO QUESTIONS WILL BE RECEIVED BY TELEPHONE.** Any and all revisions to this document shall be made only by written addendum from Anson County Schools. The bidder/offeror 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. A summary of all questions and answers will be posted on the Internet as an addendum,

located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

11. **ACCEPTANCE AND REJECTION:** ACS 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. Such information may be considered in the evaluation of the bid.
12. **REFERENCES:** ACS reserves the right to require a list of users of the exact item/service offered. ACS 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 ACS 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 ACS to be pertinent or peculiar to the purchase/service in question. Unless otherwise specified by ACS or the bidder, ACS reserves the right to accept any item or group of items on a multi-item bid. ACS also reserves the right to reject any and all bids. In addition, the TERM CONTRACTS, ACS 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 ACS to be pertinent or peculiar to the purchase in question.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State 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, ACS will consider keeping trade secrets which the bidder/offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder/offeror. 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 the date of the bid opening. Otherwise the samples will become ACS 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. **PROTEST PROCEDURES:** When an offeror wants to protect a contract awarded pursuant to this solicitation, they must submit a written request to the Anson County Schools Superintendent at the address given in the solicitation document entitled "Delivered by US Postal Service". This request must be received in the Superintendent's Office of ACS within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. **All protests will be handled pursuant to the North Carolina Administrative Code, Title I, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**
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, ACS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. ACS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to ACS.
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, the issuing purchasing office at once, indicating the specific regulation which required such alternations. ACS 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 Secretary of Administration 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 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:** ACS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of prospective contractor prior to contract award, and during the contract term as necessary for ACS 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 the receipt of correct invoice or acceptance of goods or services, whichever is later.

**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 Manufacturer's 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), state and federal requirements relating to clean air and water pollution.

**28. PATENT:** The contractor shall hold and save ACS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

**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 issuing purchasing authority and solely as a convenience to the contractor, ACS may:

- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate ACS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

**30. GENERAL INDEMNITY:** The contractor shall hold and save ACS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, 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

contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that ACS has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against ACS agents who are involved in the delivery or processing of contractor goods to ACS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

### 31. INSURANCE:

#### a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.

Statutory – Amount and coverage as required by State of North Carolina Worker's Compensation laws.

Part A	Bodily Injury	Statutory Limits
Employer's Liability – At least		
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

#### b. **General Liability** – The contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

General Aggregate	\$2,000,000 per occurrence
Premises Operations	\$1,000,000 per occurrence
Personal & Advertising Injury	\$1,000,000 per occurrence
Products/Completed Operations Aggregate	\$1,000,000 per occurrence

#### c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles. A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000.

#### d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner, and that the Anson County Board of Education is listed as additional insured on general liability.

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

### 32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 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 45 days prior notice in writing to the other party.

### 33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

### 34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.

- Notification:** Must be given to ACS, in writing, concerning any proposed price adjustments. Such notifications shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- Decreases:** ACS 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 ACS reserving the right to accept or reject the increase, or cancel the contract. Such action by ACS shall occur not later than 15 days after the receipt by ACS 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.

- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

- 35. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncjoj.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 the 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 services under this Agreement if ACS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or wellbeing of students, school personnel or others.
- 36. ACCESS TO PERSON AND RECORDS:** The State Auditor and the using agency’s internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).