

**Request for Proposal**

**Mobile Internet Access Hotspots**

**RFP #: 2020-CHCCS-Mobile-Internet-Access-Hotspots**

**ISSUE DATE:** May 10, 2020

**RESPONSES DUE:** May 19, 2020

Electronic proposals to be sent to:

**David Scott**

**Interim Executive Director, Information Technology**

[dave.scott@chccs.k12.nc.us](mailto:dave.scott@chccs.k12.nc.us)

**NO LATER THAN: May 19, 2020 at 4:00 PM EST**

**Notice Inviting Proposals**

**REQUEST FOR PROPOSAL # *2020-CHCCS-Mobile-Internet-Access-Hotspots***

Notice is hereby given that the Chapel Hill-Carrboro City Schools (CHCCS), will receive electronic proposals up to but no later than 4:00 PM EST on **May 19, 2020.**

Chapel Hill-Carrboro City Schools is seeking a proposal with options for **(400) and (800) Mobile Internet Access Hotspots and services** as described in the “**Specifications**” section.

Request for Proposals shall sent by email to:

David Scott

Interim Executive Director, Information Technology

[dave.scott@chccs.k12.nc.us](mailto:dave.scott@chccs.k12.nc.us)

All proposals shall be labeled: “**<Proposer>: RFP # 2020-CHCCS-Mobile-Internet-Access-Hotspots**”

Any respondent who wishes their proposal to be considered is responsible for making certain that their proposal is received by the proper time. No oral, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be deemed as non-responsive.

Chapel Hill-Carrboro City Schools requires proposers to submit their responses in electronic format. The electronic copy must be on a USB flash drive and must be a single .PDF file with the Proposer’s response, including all exhibits, and a completed proposal signature page.

Chapel Hill-Carrboro City Schools reserves the right to accept or reject any or all proposals or combination of proposals and to waive any informality in bidding as deemed to be in the best interest of CHCCS. No objections concerning the application, meaning, or interpretation of these specifications will be considered after the opening of the subject proposals. The contents of proposals shall be considered confidential only where marked proprietary by the proposer and will not be made public record, except in instances where Chapel Hill-Carrboro City Schools requires verification of the competitive proposal process in compliance with state or their local school board law.

Each potential respondent may pose questions in writing to Dave Scott ([dave.scott@chccs.k12.nc.us](mailto:dave.scott@chccs.k12.nc.us)) until May 17, 2020 at 1:00 PM EST.

**Background**

Chapel Hill-Carrboro City Schools (CHCCS) is a public school system in central North Carolina serving 12,500 students, grades K-12. The purpose of this proposal is to provide Internet access to staff and students who otherwise have limited or no Internet access.

# **Instructions**

1. Contents of Proposal Submission
   1. Cover Letter Identifying the Firm and Its Business: Include name of Company, address, telephone number, fax number, type of Company (i.e., corporation, partnership, etc.), North Carolina Registration Number and name of principal contact. Provide a brief history of the organization, including: (1) number of years in business; (2) senior member(s) and length of association; and (3) whether the organization has gone by a different name while under substantially the same management.
   2. Completed Proposal Signature Form. All bid forms submitted must have a signature.
   3. List of References: Provide a list of all educational institutions currently being served by Proposer or that have been served by the Proposer within the last five (5) years. Include with each reference a list of the enrollment for each institution. Include names and telephone numbers of individuals CHCCS may contact for each reference. CHCCS may contact one or more customers of a party submitting a proposal for reference-checking purposes. At its option, CHCCS may choose to eliminate any or all proposals from further consideration after evaluation of references.
2. Pricing/Award: CHCCS reserves the right to award the bid to the best solution regardless of price. The contract shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, and compliance with G.S. 143-128.2.
3. Administrative Fees: Chapel Hill-Carrboro City Schools will not agree to pay administrative fees for the financing or product delivery of the selected vendor’s proposal.
4. Items and Pricing
   1. Shipping & Travel Costs: All items must be bid Freight on Board (FOB), meaning the shipping is included. Travel costs, if applicable, for on-site services may be billed at fixed or actual rate; in either case, specific amounts and/or metrics for establishment of amounts must be present in the proposal response for consideration. If devices are purchased/owned by CHCCS at the end of the contract term, all shipping costs must be paid by the proposer.
   2. Final And Best Offer: By submitting a proposal for consideration, the vendor is agreeing that no lower price has been offered to another equivalent client. Equivalency will be determined by order size and market segment.
5. Failure to submit a proposal in accordance with the provisions of this document shall be grounds to declare the proposal as non-responsive. All proposers must:
   1. Submit a completed proposal
   2. Provide Chapel Hill-Carrboro City Schools with all required or requested documents and literature
   3. Initial any corrections or erasures to their proposal that deviate from the terms and conditions within this document
6. Final Contract Pending Funding: Any final contract for financing the goods outlined within the selected proposal will be considered pending the availability of funding at the time of contract execution.

# **Requirements**

1. Reseller Qualifications: Proposer(s) must be an authorized North Carolina approved reseller of product(s) and services specified herein.
2. Equipment Delivery/Return
   1. For physical items shipped, the awarded proposer must replace any items damaged or lost in route within thirty (30) days after notification by Chapel Hill-Carrboro City Schools of such damage or loss. The awarded proposer is responsible for prosecuting all damage claims with the freight companies.
   2. Payment will be withheld until damaged goods are replaced. Unless otherwise informed, Chapel Hill-Carrboro City Schools and members will expect all deliveries to be completed as requested. Failure to meet the delivery schedule may result in the cancellation of an order except in the event where labor strikes, natural disaster, or other circumstances beyond the control of the awarded proposer directly affect the delivery schedule.
   3. The awarded proposer must notify and provide evidence to the member via mail or fax within twenty (20) business days from the date Chapel Hill-Carrboro City Schools places an order to claim an exemption from the specified delivery schedule. Unexpected delays in the delivery schedule that cause additional shipping expenses, up to and including airfreight shipments, to ensure timely delivery of product as requested by Chapel Hill-Carrboro City Schools, will be the sole responsibility of the awarded proposer.
   4. Products without defect in original packaging may be returned with proper notification of the awarded proposer by Chapel Hill-Carrboro City Schools within sixty (60) days of receipt of shipment. For defective products, the manufacturer's warranty has precedence.
   5. No restocking fees are permitted on any returns, defective or otherwise. Awarded proposer shall: (1) Make payment promptly, as due, to all persons supplying the contractor labor or material for the performance of the work provided for in the contract; (2) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, or subdivision thereof, on account of any labor or material furnished. Awarded proposer shall pay employees for overtime work performed under the public contract in accordance with the Fair Labor Standards Act of 1938. Chapel Hill-Carrboro City Schools and the awarded proposer prior to distribution must mutually agree to any and all marketing materials involving this agreement.
3. Post Award
   1. If a proposer is awarded a contract through this request for proposal process (“awarded proposer”), Chapel Hill-Carrboro City Schools will commence financing the products of the awarded proposer provided a valid funding source remains available.
   2. The awarded proposer must notify Chapel Hill-Carrboro City Schools of any purchasing staff changes.
   3. Awarded proposers may not materially change or alter the terms, conditions, and prices from the Original Contract between the awarded proposer and the Chapel Hill-Carrboro City Schools.
   4. Within (14) days of award notification, the selected vendor shall contact Chapel Hill-Carrboro City Schools personnel to review contract terms and conditions, financing details, and contract administration.

# **Specifications**

* Delivery date no later than July 15, 2020
* Must be able to migrate CHCCS current Mobile Internet Access Hotspots (physical devices) to any new management system
* Mobile Internet Access hotspots must be untethered and re-chargeable
* Ability to change local service provider, if QOS (quality of service) is deemed unacceptable by CHCCS
* Ability for Mobile Internet Access Hotspots to direct content to CHCCS MCNC Zscaler web filter
* Bundled pricing to include the Mobile Internet Access Hotspots (physical devices), data limits (in GB/month), length of service term (number of months), and management platform
* Turnkey solution with the following features:
  + Network-Based IP Traffic Management & Control- Ability to define specific policies for how students can use mobile broadband. Policies must include content filter categories, time of day use controls, bandwidth limits, data consumption limits, protocols, white lists and black lists.
  + Aggregated Data Usage- Ability to purchase pooled data at the account-level, not on a per-user basis. Unused data and services purchased will roll over each month and only expire at the end of the contract.
  + Web-Based User Dashboard Interface- Ability to change policies real-time at the individual or group level. Role hierarchy support allows management and allocation of bandwidth, reporting and control-- administered at District, School, Classroom and/or Program levels. Ability to suspend (and unsuspended) Mobile Internet Access Hotspots in real-time. Reporting and analytics to provide visibility into individual device activity, broad program trends, and accountability. Also, the ability to schedule reports in advance to run on set dates or at set intervals (weekly checkups/status, etc.).
  + Zero Cost Suspension- While suspended, devices cannot use data service from the School or District account. Devices suspended throughout a monthly cycle will incur zero costs.
  + Proactive Alerts- Ability to provide alerts (through the web based console and/or email) to important events, including low account balance(s), user bandwidth limits, policy violations etc.
  + Reports- ability to export reports per device or device group that include:
    - Device web activity
    - Device traffic analytics
    - Device top website visits
    - List of denied and allowed site visits
    - Data usage totals (per MB and/or GB)
    - Top Data users
  + Shared Cellular Data Access- Allows up to (10) simultaneous Wi-Fi clients to share a single Mobile Internet Access Hotspot
  + Program Management and Assistance- Unlimited program support and progress meetings to assist CHCCS personnel with all aspects of program management including, but not limited to:
    - program training, deployment assistance, filter and data management controls, device suspension, policy violations, reporting and program analytics

# **RFP Changes/Modifications/Addenda**

1. **Change of Addenda**

Chapel Hill-Carrboro City Schools may change this RFP by written addenda

* + 1. Proposers must provide written acknowledgement of receipt of any addenda on the Proposal Signature Page
    2. Chapel Hill-Carrboro City Schools shall issue all addenda on the district’s RFP website
    3. At its discretion, Chapel Hill-Carrboro City Schools may extend the closing window to allow proposers time to analyze and adjust to changes.

1. **Withdrawal or Modification**

A Proposer may modify or withdraw its Proposal in writing only prior to Closing. Modification or withdrawal must be marked as described in PROPOSAL SUBMISSION above. A Proposer may also deliver its modification or withdrawal via email to [dave.scott@chccs.k12.nc.us](mailto:dave.scott@chccs.k12.nc.us).

Proposers are responsible for ensuring that Chapel Hill-Carrboro City Schools receives its modification or withdrawal. Modifications or withdrawals must be prepared and submitted on the Proposer’s letterhead, signed by an authorized representative of the Proposer. Proposers are responsible for ensuring that Chapel Hill-Carrboro City Schools receives its modification or withdrawal. Modifications or withdrawals must be prepared and submitted on the Proposer’s letterhead, signed by an authorized representative of the Proposer.

The Proposer hereby acknowledges and agrees that these specifications and this RFP process control any contract awarded by this process unless the Proposer expressly states on the Proposal Signature Page alternate terms or conditions the Proposer wishes Chapel Hill-Carrboro City Schools to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the proposal to rejection.

All variances from the specification shall be clearly noted on the proposal to allow for the evaluation of that variance. The lack of notification of a variance may constitute rejection of the proposal. Any Proposal received after the closing is late. A Proposer’s request for withdrawal or modification of a Proposal received after the Closing is late. Chapel Hill-Carrboro City Schools will not consider late Proposals, withdrawals, or modifications. Chapel Hill-Carrboro City Schools reserves the right to consider Proposals that have been delayed or mishandled by Chapel Hill-Carrboro City Schools.

I. Withdrawals: When sent, the proposer must present appropriate identification and evidence of authority satisfactory to Chapel Hill-Carrboro City Schools. Proposals submitted by the proposers shall be irrevocable to at least forty-five (45) calendar days after the proposal closing date and time.

II. Modifications: Modifications must state that the modification amends and supersedes the prior proposal.

1. **Receipt, Opening and Recording Proposals**

Proposals will be recorded. The content of proposals will not be disclosed until all proposals have been evaluated, negotiations completed if required, and an Intent to Award has been published.

1. **Proposal Protest, Change and/or Clarification**

All questions regarding this RFP must be submitted via email to [dave.scott@chccs.k12.nc.us](mailto:dave.scott@chccs.k12.nc.us). No oral questions will be accepted.

1. **Solicitation Review**

This RFP and all associated documents may be reviewed upon request.

1. **Final Contract Pending Funding**

Any final contract for financing the goods outlined within the selected proposal will be considered pending the availability of funding at the time of contract execution.

# **Selection Criteria**

**Proposal Evaluation**

Awards will be made to the lowest responsible proposer(s) whose proposal meets the requirements and criteria set forth by the Chapel Hill-Carrboro City Schools, taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract. Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority.

Chapel Hill-Carrboro City Schools reserves the right to accept any proposal which it deems most favorable to the interest of CHCCS, and to reject any or all proposals or any portions of any proposal submitted which, in its sole opinion, is not in the best interest of the Chapel Hill-Carrboro City Schools.



# **Proposal Signature Page**

**Failure to execute/sign the proposal prior to submittal date may render the bid invalid. Late proposals are not acceptable.**

[ ] **EXECUTION**

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein and acknowledges he/she has the authority to submit this proposal on behalf of the proposer listed below. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Legal Name of Proposer Federal Tax Identifier: \_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative to submit**

**on behalf of the Proposer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Corporate Address**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street City, State, Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone

# **Terms and Conditions**

1. **READ, REVIEW AND COMPLY**: It shall be the Provider’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Provider shall review CHCCS’s Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.

2. **NOTICE TO PROVIDERS**: All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Chapel Hill-Carrboro City Schools (CHCCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a Provider’s response. This applies to any language appearing in or attached to the document as part of the Provider’s response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the Provider agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **EXECUTION**: Failure to sign under EXECUTION section will render proposal invalid.

4. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Providers.

5. T**IME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, Provider’s proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.

6. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Provider will be held responsible therefore. Deviations shall be explained in detail. The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

7. **CLARIFICATIONS/INTERPRETATIONS**: Any and all questions regarding this document must be addressed to the CHCCS representative named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from CHCCS Purchasing Department. The Provider is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.

8. **ACCEPTANCE AND REJECTION**: CHCCS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Provider, to accept any item in the proposal.

9. **AWARD OF CONTRACT**: Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to CHCCS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the Providers; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by CHCCS to be pertinent or peculiar to the services in question. CHCCS also reserves the right to reject any and all proposals.

10. **HISTORICALLY UNDERUTILIZED BUSINESSES**: Pursuant to General Statute 143-48 and Executive Order #150, CHCCS 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.

11. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, CHCCS will consider keeping trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Provider. 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.

12. **AWARD PROCEDURES**: Contract award notice shall be posted on CHCCS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

13. **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 Providers. The “Principal Place of Business” is defined as the principal place from which the trade or business of the Provider is directed or managed.

14. **DEFAULT AND PERFORMANCE BOND**: In case of default by the Provider, CHCCS may procure the articles or services from other sources and hold the Provider responsible for any excess cost occasioned thereby. CHCCS reserves the right to require a performance bond or other acceptable alternative guarantees from a successful Provider without expense to CHCCS.

15. **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the Provider to notify in writing CHCCS, indicating the specific regulation which required such alterations. CHCCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **TAXES**: Any applicable taxes shall be invoiced as a separate item.

17. **SITUS**: The place of this contract, its situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

18. **GOVERNING LAWS**: This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.

19. **INSPECTION AT PROVIDER’S SITE**: CHCCS reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of a prospective Provider prior to contract award, and during the contract term as necessary for CHCCS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

20. **PAYMENT TERMS**: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Provider for payment if the Provider accepts that card (Visa, MasterCard, etc.) from other customers.

21. **PATENT**: The Provider shall hold and save CHCCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by CHCCS or disclosure of any information pursuant to the NC Public Records Act.

22. **ASSIGNMENT**: No assignment of the Provider’s obligations nor the Provider’s right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the Provider, CHCCS may: a. Forward the Provider’s payment check directly to any person or entity designated by the Provider, and b. Include any person or entity designated by Provider as a joint payee on the Provider’s payment check. In no event shall such approval and action obligate CHCCS to anyone other than the Provider and the Provider shall remain responsible for fulfillment of all contract obligations.

23. **INSURANCE**:

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

Statutory - Amount and coverage as required by state of North Carolina Workers Compensation laws. Employer's Liability - At least:

* Part A Bodily Injury Statutory Limits
* Part B by Accident $500,000 each accident
* By Disease $500,000 policy limit
* $500,000 each employee

b. Public liability and Property Damage Insurance - The Provider shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

* General Aggregate $2,000,000
* Premises Operations $1,000,000
* Personal & Advertising Injury $1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than $1,000,000; and $2,000 medical payments.

d. Certificates of Insurance acceptable to CHCCS shall be filed with CHCCS 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 CHCCS, and that the Chapel Hill-Carrboro City Schools Board of Education is listed as additional insured on general liability.

The successful Provider agrees to hold harmless and indemnify the Chapel Hill-Carrboro City Schools Board of Education for any liability that may arise from the negligent or illegal acts of the Provider’s employees or agents.

24. **GENERAL INDEMNITY**: The Provider shall hold and save CHCCS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Provider. The Provider represents and warrants that it shall make no claim of any kind or nature against CHCCS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

25. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS**: The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the state Sex Offender and Public Protection Registration Program, the state Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at http://sexoffender.ncdoj.gov/. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. CHCCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if CHCCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

26. **ACCESS TO PERSONS AND RECORDS**: CHCCS and its internal auditors shall have access to persons and records as a result of this contract. Provider shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

27. **COMPLIANCE WITH E-VERIFY**: Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, the Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

28. **COMPLIANCE WITH AFFORDABLE CARE ACT**: Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

29. **Restricted Companies Lists**. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

30. **Termination for Default**. At any time, the School System may terminate this Contract immediately and without prior notice if the Provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Provider shall reimburse the School System for any costs and expenses incurred by the School System resulting from the Provider’s default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

31. **Termination for Convenience**. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider for all services performed and accepted as of the date of termination.

32. **Confidentiality of Student Information**. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System’s policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual(s) accessing student records who are not in the direct employ of Provider. The Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student’s identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

33. **Anti-Nepotism**. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Chapel Hill Carrboro City Schools Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by the School System without further financial liability to the Provider.