




Memorandum From the WCPSS Purchasing Department  
*Letter of Instruction for RFP #251-24-51 M-O JOC/SA*

To: Prospective Parties

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

- Pre-proposal conference: See WCPSS schedule on Page 3 for time and location. Attendance is "URGED & STRONGLY RECOMMENDED".
- All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.
- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal. WCPSS's Terms and Conditions cannot be altered or changed. This solicitation may be subject to the use of Federal Funds and therefore Uniform Guidance, Addendum D, may be enforced upon award to contractor. Please read carefully.
- WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- ~~PROHIBITED~~ Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should ONLY be directed to Jim Jaeger at: [jjjaeger@wcpss.net](mailto:jjjaeger@wcpss.net)
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- Submit one (1) signed, original executed proposal and (1) photocopy of executed proposal and (1) electronic copy(Flash/Thumb drive ) in response via courier or delivery in a SEALED package no later than the due date and time specified. RFP # & Title should be listed on the outer delivery package.
- WCPSS only posts to the following websites: Interactive Purchasing System (IPS), <http://www.ips.state.nc.us> , WCPSS Purchasing website <http://www.wcpss.net/domain/101>, and NC Historically Underutilized Businesses <https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-bid-opportunities-hub>. Please review these sites for all bid information and update addendums throughout the process.
- This RFP opening will be publicly opened (See schedule on Page 3).
- All the Maintenance & Operations JOC/SA bids are divided up into different Due/Opening dates this year. The bidder must pay specific attention to the due dates of each RFP they are submitting.
- Due dates and times are FIRM. It is the vendor's responsibility to submit RFP(s) by the requested due date/time. WCPSS cautions all bidding vendors using local couriers and overnight couriers to submit early, due to the delays caused by current pandemic and economic conditions. Vendors are welcome to personally drop-off their submissions to the Purchasing Office only, at the address on Page 4. If you wish to receive a delivery receipt for an in-person drop-off, please bring a receipt that we can date stamp or we will date stamp the sealed packet and a picture can be taken using the vendor's cell phone.
- By initialing the attached checklist of requirements, contractors are acknowledging and agreeing to terms and conditions as stated and have included the required information and documentation for this solicitation. By responding to this request for proposals all parties are aware that this request is subject to the use of local and or federal funds and requires that special attention be made to the terms and conditions and federal contracting laws as written and presented in this request for proposals. With that being said, WCPSS uses multiple funding sources and this particular service may or may not be subject to federal contracting laws. Contractor should assume it does and if questionable or taking exception should use the question and answer period to request clarification.

 <b>WAKE COUNTY PUBLIC SCHOOL SYSTEM</b>  <b>WAKE COUNTY PUBLIC SCHOOL SYSTEM</b>  <b>PURCHASING DEPARTMENT</b>	<b>REQUEST FOR PROPOSAL NO.:</b> <h1>251-24-51</h1>	
	<b>Sealed Proposals are due: APRIL 26, 2023 12:00 pm ET</b>	
	<b>Bids Opened (Public) starting: APRIL 26, 2023 12:00 pm ET</b>	
	<b>Contract Type: Maint. &amp; Ops. Agency Specific JOC or SA</b>	
<b>Refer <u>ALL</u> Inquiries Via Email to:</b> Jim Jaeger, Buyer  <b>(See page 4 for delivery / mailing instructions)</b>	<b>Service: JOC/SA:</b> <h2>TREE SERVICE</h2>	
<b>E-Mail:</b> <a href="mailto:jjaeger@wcpss.net">jjaeger@wcpss.net</a>	<b>Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM</b>	

**SEALED BIDS**, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Rd. Bldg. F, Raleigh, NC 27610) until 12:00 p.m. ET on Wednesday April 26, 2023 and then opened, for furnishing and delivering the commodity or service as described herein. Refer to pages 2, 3 and 4 for proper deadline, delivery/ mailing instructions and location addresses.

Bids submitted via **facsimile (FAX) machine or Email** in response to this Request For Proposal **will not be acceptable**.  
 Bids are subject to rejection unless submitted on this form.

**EXECUTION** In compliance with this Invitation for Bids, 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. Vendor also certifies complete review of this RFP.

**Failure to execute/sign bid prior to submittal may render bid invalid.**

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

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

## RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date, Time (ET), Location
Issue RFP	WCPSS	<u>by</u> MARCH 27, 2023 7:00 P.M.
<b>Pre-Bid Meeting</b>  <u><b>VENDOR ATTENDANCE IS STRONGLY URGED AND RECOMMENDED FOR EVERYONE</b></u>	WCPSS, Vendor	<b>April 13, 2023 9:00 a.m.</b>  <b>Location:</b> <b>1551 ROCK QUARRY ROAD</b> <b>RALEIGH, NC 27610</b> <b>BUILDING B ROOM# 262</b>
Submit Written Questions via Email to: jjaeger@wcpss.net	Vendor	APRIL 14, 2023 <u>by</u> 11:59 p.m. ET
Provide Response Addendum to Questions Emailed back and "RFP Quiet Period" Begins	WCPSS	APRIL 19, 2023 <u>by</u> 10:00 a.m. ET
Submit Proposals Deadline via Delivery or Courier  <u>IMPORTANT NOTE:</u> THIS RFP IS REQUIRED TO BE SUBMITTED IN A "SEALED" PACKAGE	Vendor	<b>APRIL 26 2023 12:00 p.m. ET</b> <b>1551 Rock Quarry Rd. Bldg. F (Purchasing)</b> <b>Raleigh NC 27610</b>
<i>Public Opening of Proposals</i>	WCPSS, Vendor	<b>APRIL 26, 2023 12:01 p.m. ET</b> <b>1551 Rock Quarry Rd. Bldg. F (Purchasing)</b> <b>Raleigh NC 27610</b>

## PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date. Written questions only shall be emailed to [jjaeger@wcpss.net](mailto:jjaeger@wcpss.net) at date and time specified above. Vendors should enter "RFP #251-24-XX Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

RFP References	Vendor Question
RFP Number, Section, Page Number	List Vendor question(s)
RFP251-24-51 (RFP Title)	

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us> and WCPSS Purchasing website <http://www.wcpss.net/domain/101> and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

**PROPOSAL SUBMITTAL (MUST BE SEALED & DELIVERED):**

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

**Mailing/Delivery Address for Sealed Proposal:**

**PROPOSAL NUMBER: 251-24-51**  
**Wake County Public Schools**  
**Attn: Jim Jaeger, Buyer**  
**1551 Rock Quarry Road**  
**Purchasing Dept. Bldg. F**  
**Raleigh, NC 27610**

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

- a) Submit **ONE (1) SIGNED, ORIGINAL EXECUTED PROPOSAL** response, **ONE (1) PHOTOCOPY OF YOUR PROPOSAL** and **ONE (1) Electronic Copy (if possible-Flash/Thumb drive or Disc)**, simultaneously to the address identified in the table above.
- b) **Submit your proposal in a sealed package. Clearly mark each outer package with: (1) Vendor name; (2) the RFP Number and Title; (3) the due date; and (4) Buyer's Name. Address the package(s) for delivery as shown in the table above.**

**Important Note:** If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in **separate sealed envelopes and clearly marked accordingly for each RFP.**

**For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals may be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.**

**TRANSPORTATION CHARGES:** "FOB Raleigh, North Carolina with all transportation charges prepaid and included in the bid price."

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. 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.

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

**METHOD OF AWARD**

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

## **IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

***During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1 and 2.***

### **WCPSS Purchasing Department Ethics Policy and Standards of Conduct**

All purchasing department employee conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees. Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

**Conflict of Interest:** The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
  2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
  3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
  4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.
- An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

**Nepotism:** No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

**Gifts to Employees:** School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

## **\*\*\*\*\* IMPORTANT RFP GENERAL NOTES FOR WCPSS 2023-2024 M & O SERVICE AGREEMENTS AND JOB ORDER CONTRACTS**

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- Please review and adhere to RFP schedule that is listed on page 3.
- Any and all WCPSS communications will be made thru the following: Email (from bidding vendor) and WCPSS responses via addendums posted to IPS/WCPSS websites.
- All questions for RFP's are due "in writing via email" no later than: (refer to schedule on RFP page 3).
- No telephone calls will be accepted or answered. Any inquiries/questions must be emailed to: [ijaeger@wcpss.net](mailto:ijaeger@wcpss.net)
- All answers to emailed RFP questions will ONLY be posted to: WCPSS and IPS websites as an addendum. (No addendums will be emailed individually to vendors proposing the questions)
- The RFP "Quiet Period" begins after the answers are posted and no new questions will be accepted or answered. (Unless there is an RFP omission that directly affects the bid).
- This RFP must be "delivered" as a SEALED BID. Note: No emailed or faxed RFP's will be accepted. Refer to delivery instructions on page 4.
- A submitted RFP should contain one (1) original fully executed document; one (1) photocopy and one (1) electronic copy if possible in the form of a disc or flash/thumb drive.
- An acceptable RFP should be executed in all areas requested. Submissions should include, but not limited to: RFP Execution page 2, References page, UG/HUB forms pages, checklist and all Service Agreement or Job Order Contract Schedule A proposal documents/bid sheets. The submitted RFP does not need to have the general information, such as the Terms & Conditions and other informational or sample pages sent back.
- By the execution of the RFP page 2, the vendor does certify that the entire RFP has been reviewed, understood and agrees to the terms. If RFP page 2 is not completed, executed and returned, the submission may be deemed invalid.
- Important Note: All Terms and Conditions of WCPSS RFP's cannot be altered, changed or added to. Additional vendor terms and conditions will not be accepted and a vendor's submission may be disqualified, if the submitted RFP is altered.
- RFP submissions will be accepted only at the Purchasing Department (Building F) until RFP due date specified on RFP pages 2-4.
- Public Opening will begin after RFP due date/time. (refer to schedule and location on RFP pages 2-4).
- After RFP opening, all submissions will go into departmental review, prior to award. Please note that this process takes time and due diligence. Results requests (Bid Tabs) from bidding vendors only, can be submitted to the buyer at: [ijaeger@wcpss.net](mailto:ijaeger@wcpss.net). These requests will be kept on file and responded to, after award is made and contract/agreement is executed. Awards are not considered final until contracts are completed and a purchase order is issued for that contract in July.
- During the entire bid process, the vendor is required to observe the RFP's "Confidentiality and Prohibited Communications" requirements (Page 5). The only initial vendor communication should be with the WCPSS the buyer of record. The WCPSS M&O dept. will contact the vendor to begin the contract process if an award is requested.

## **Definitions**

The proposing firm will be referred to throughout this document as **VENDOR**.

The scope of work defined in this Request for Proposal (RFP) shall be referred to as the **PROJECT**. Deliverables shall include a pricing information, experience and methodology for commercial moves pertaining to public school environments.

**The Wake County Public School System (WCPSS) is the nation's sixteenth largest school district and the largest in the state of North Carolina. With 112 elementary schools, 38 middle schools, 28 high schools and 5 special schools, we serve over 160,000 students.**

#### **Minimum Requirements**

Vendor must complete all required attachments. Additional information may be included that effect the total cost to WCPSS.

It shall be mandatory that the selected vendor enforce the following employee requirements:

- a) All employees are subject to the required background checks as described in the terms and conditions section of the solicitation.
- b) Vendor must disclose third party contractors

#### **Qualifications**

**THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**

Provide any copies of licenses, certifications or other documentation that is required by this RFP. Experience in performing the required duties will be accepted. Please provide references (page 11) other than WCPSS.

Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained

Present sufficient qualified personnel to carry out the project in a timely fashion. Please include staffing information.

Demonstrated experience in performing similar projects.

Experience with the service and material supply referenced in this RFQ/P.

Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry or the Federal Government debarred vendor registry. (Federal Government)

<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>

(State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

#### **Proposal Evaluation**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

**Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:**

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

## TERMS AND CONDITIONS

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single vendor, unless otherwise described in the RFP. The right is reserved, however, to make awards to multiple vendors, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Vendors should show any required unit prices, but are requested also to offer a lump sum price where appropriate.

**RFP EVALUATION:** Proposals are requested for the services in the RFP. Wake County Public School System reserves the right to reject any proposal for any reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by vendor. Otherwise it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendor will be held responsible therefor. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor 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 RFP.

**FIRM PROPOSAL:** Prices and any other entry made hereon by the vendor shall be considered firm and not subject to change or withdrawal.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

**CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:** During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions or issues to Debra Wallace at [dwallace2@wcpss.net](mailto:dwallace2@wcpss.net).

**1. READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS'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 VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the vendor 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 Vendors.

**5. TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, vendor'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 vendor will be held responsible therefore. Deviations shall be explained in detail. The vendor 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 WCPSS 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 WCPSS Purchasing Department. The vendor 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:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, 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 WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; 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 WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.

**10. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

**11. CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. 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 WCPSS 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 vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.

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

**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 vendor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

**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 Wake 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 VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS 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 vendor for payment if the vendor accepts that card (Visa, Mastercard, etc.) from other customers.

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

**22. ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor'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 vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor 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 Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. Public liability and Property Damage Insurance - The Vendor 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 WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

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

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

**25. LUNS福德 ACT/CRIMINAL BACKGROUND CHECKS:** The Vendor 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 Vendor'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 Vendor 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 Vendor 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, Vendor 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. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor 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. Vendor 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. Vendor 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 Vendor's expense. If the school system exercises this right to conduct additional criminal records checks, Vendor 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. Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Vendor from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

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

**27. COMPLIANCE WITH E-VERIFY:** Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor 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. Vendor 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. Vendor 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:** Vendor 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.** Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor 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 Vendor is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Vendor shall reimburse the School System for any for any costs and expenses incurred by the School System resulting from the Vendor'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 Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor 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 Vendor for all services performed and accepted as of the date of termination.

Rev 4-2019 (For Services)

## **Ethics and the Purchasing Function**

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

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

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

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

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

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

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

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

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

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

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

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

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

Company Name (include dba): \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact: \_\_\_\_\_

Corporate Office Address: \_\_\_\_\_

Wake County Office Address (if different from Corporate): \_\_\_\_\_

Web Address: \_\_\_\_\_

Length of time in business: \_\_\_\_\_ Number of permanent employees: \_\_\_\_\_

DOT # (if applicable): \_\_\_\_\_ MC License # (if applicable): \_\_\_\_\_

Insurance Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**References: All Vendors: Please provide three (3) references other than WCPSS, for similar size/scope of projects for which comparable services or supplies have been provided.**

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

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

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



ADMINISTRATIVE SERVICES

1551 Rock QUARRY ROAD  
RALEIGH, NORTH CAROLINA 27610-4145  
PHONE: 919.694-8726  
EMAIL: PURCHASING@WCPSS.NET

**Minority, Women, Small Business Enterprise Information:**

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

Check all that apply:

- ☐ Minority Owned Business
- ☐ Woman Owned Business
- ☐ Disabled Owned Business
- ☐ Small Business Enterprise

- ☐ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.
- ☐ No, my company has not yet received HUB or MWBE certification but meets the above criteria.
- ☐ No, my company is not a minority, woman, disabled owned or small business enterprise.

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

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

## IDENTIFICATION OF HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION

Bid / Solicitation Number: \_\_\_\_\_

Bid / Solicitation Description: \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Bidder)

Do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers: \_\_\_\_\_

Bidder's HUB Certification Status:      HUB Certified? (Circle one)      **Yes**      **No**

Sub-Contract HUB Firm Name, Address and Phone #	Type of Work	\$ Amount*	HUB Category**

\* HUB Certification with the NC HUB Office required to be counted toward state participation goals.

\*\*Minority categories: Black / African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**), Disabled Business Enterprise (**DBE**), Nonprofit Work Center for the Blind and Severely Disabled (**NPWC**)

Total value of Certified HUB sub-contracting will be (\$) \_\_\_\_\_.

Total Bid Amount (\$): \_\_\_\_\_

HUB Participation Percentage:      
$$\frac{\text{Total value of Certified HUB sub-contracting}}{\text{Total Bid Amount}} = \text{_____} \%$$

## UNIFORM GUIDANCE

The Contractor is notified that this project may 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, 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.

### Remedies for Breach

When federal funds are expended by Wake County Board of Education (the School System), the School System 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.

### Termination for cause and for convenience by the School System

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

### Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### 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. The School System 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. The School System will report all suspected or reported violations to the Federal awarding agency.

### 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.

### 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.

## **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 the School System 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).

### **Debarment and Suspension**

Contractor certifies that during the term of an award for all contracts by the School System 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.

### **Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

When federal funds are expended by the School System 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 the School System 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:

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.

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.

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.

### **Compliance with Solid Waste Disposal Act**

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

### **Domestic Preference**

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

### **Records Retention Requirements**

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 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.

### **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.

### **Prohibition on Gifts**

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee, or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

Rev. 9/21

## WAKE COUNTY PUBLIC SCHOOL SYSTEM BID PROTEST PROCEDURE

### PURPOSE

To ensure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

### PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

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

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

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

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision. Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

### **SUBMITTAL CHECK LIST: VENDORS REQUIRED TO INITIAL WHERE APPLICABLE**

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the vendor to provide information.

Failure to provide all required items, or vendor's submission of incomplete items, may result in WCPSS rejecting vendor's bid, it shall be WCPSS's sole discretion.

Vendors shall submit the following items and shall initial where indicated that the items are included and/or you have read, understand and agree to all terms and conditions as it relates to WCPSS, local, state and federal policy.

- a) Completed and signed version of EXECUTION PAGE 2, along with RFP attachment A. Original signatures are required on original copy. Initial: \_\_\_\_\_
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned. Initial: \_\_\_\_\_
- c) Vendor RFP Response: Initial: \_\_\_\_\_
- d) Completed version of EXHIBIT A: Pricing Document(s) Initial: \_\_\_\_\_
- e) Completed and signed version of ATTACHMENTS B & C: HUB SUPPLEMENTAL VENDOR INFORMATION Initial: \_\_\_\_\_
- f) Attestation that the vendor has read and complies with Federal Uniform Guidance Policy if applicable (Terms and Conditions). Initial: \_\_\_\_\_
- g) Copies of any additional licenses, certifications or other designated documentation required by this RFP Initial: \_\_\_\_\_



## **TREE PRUNING AND REMOVAL**

1. Hourly Wage Rates shall be paid only for actual hours worked, no minimum billings or mobilization charges allowed in computing the labor hours. Time of nonproductive workers shall not be included in computing the labor hours. Hourly rates are to include, but not be limited to, costs for labor including workers, management and administrative staff, equipment, material hauling; permits; licenses; taxes, vehicles; insurance; parking; administrative business costs and any and all other costs which are necessary to provide services per the terms, conditions and specifications of this Bid.

## **SPECIFICATIONS**

2. All activities performed under this contract shall conform to the most current published ANSI (American National Standards Institute) A 300 standards for pruning, and tree support systems. Standards for safe arboricultural operations Z133.1 will also be conformed too.

3. Contractor shall comply with all applicable OSHA, Federal, State, Local laws, regulations and requirements regarding working conditions.

4. Contractors shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to WCPSS specifications.

5. The Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. WCPSS reserves the right to require the Contractor to remove and/or not to assign any employee WCPSS deems incompetent, careless, insubordinate, or otherwise objectionable to working on WCPSS jobs.

6. Vehicles and equipment used to perform tree care services (e.g., aerial lift, wood chipper, support vehicles) will, to the extent feasible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones the Contractor shall use ground protection equipment to protect soil from compaction and turf damage.

6.1 Some job sites or locations may require that a trained climber without the use of an aerial lift performed work under this Contract. Climbing spikes are never to be used on live trees. Spikes can only be used on dead trees or trees being cut down completely.

6.2 Contractor will schedule and perform requested tree service work within a time period specified by WCPSS. WCPSS will prioritize tree service requests so as to provide a reasonable scheduling window for the Contractor.

6.3 Where requested, the Contractor shall provide a proposal for installing a tree support systems (cables and braces) to reduce the possibility of tree failure. Installation methods and materials shall reflect the most current arboricultural practices.

7. All wood waste and/or nonhazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternative arrangements are made with WCPSS. The Contractor shall collect and remove all waste twigs, sawdust and leaves that have been produced as a result of a tree service activity. The Contractor shall not leave debris in WCPSS dumpsters or in any non-Contractor owned dumpster. The contractor shall not incinerate debris, and/or dump waste by/in the street or road.

7.1 No materials shall be salvaged by the Contractor or any party or given to any third party without the approval of the WCPSS Environmental & Grounds Department.

8. Inspections of work areas will be done by WCPSS after work is completion. WCPSS will inspect work area within 24 hours of work completion. Contractor shall be responsible for and will be notified by WCPSS of all damage to turf and soil depressions damage to surrounding trees, shrubs and grassy areas.

8.1 Damage to turf or soil depressions caused by improper operation of vehicles will be repaired by WCPSS, with costs charged back to the Contractor based on WCPSS Environmental & Grounds Department annual hourly labor billing rates plus cost of materials.

**9. Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor.**

10. When a job start date and time has been determined with the Contractor, the Contractor shall be on the job site with adequate tools, be mobilized and ready to perform work at the agreed upon time and date immediately upon arrival.

10.1 Upon request, the Contractor must notify the WCPSS Environmental & Grounds supervisor each day when the Contractor's staff arrives and departs locations.

**10.2 Contractor shall have under their employ at all times at least one employee who holds (and maintains through out the contract) an ISA Certification. Contractors' employees shall perform their work under the direction of an ISA Certified Arborist.**

10.3 Contractor shall maintain a daily time sheet for every job with the names of employees and job performed.

11. Please see and read carefully additional requirement in the INSTRUCTIONS TO BIDDER and Complete Bid Package.

**FORM OF PROPOSAL**

Scope of Work: Tree Service  
 Bid # 251-24-51

All awards will be in effect for one year, with the option to renew for two (2) additional, one (1) year periods.

Please provide hourly rates for the list below as applicable for tree service work as directed by the Environmental and Grounds Department. **All hourly rates for equipment or machinery are to include operator.** Clean up may occur after normal business hours, on weekends, or during holidays. Rates are paid for the **actual usage time** of equipment during the service, not just being on site. Time worked begins upon arrival at the work site and ends upon departure from that site. Travel or mobilization charges are not allowed. No dump fees will be allowed. All invoices will show the equipment used, its hourly rate and amount of time used.

For informational purposes, name of your companies certified arborist \_\_\_\_\_

Equipment	Description (size, horse-power, etc.)	Estimated Hours of Usage over Contract Term.	Hourly Rate
Skid Steer, with 4-in1 grapppler		200	\$
Chain Saw		400	\$
Bucket Truck With Saw		650	\$
2 Ton Dump		200	\$
Chipper		750	\$
Stump Grinder		30	\$
Climber		100	\$
Hand Labor		1300	\$
Crane		50	\$

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ E-mail \_\_\_\_\_

Date \_\_\_\_\_