



Memorandum From Purchasing Department

Letter of Instruction For RFP #251-23-536

To: Prospective Parties

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

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

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package. All pages herein must be completed and/or signed as required for proposal to be accepted.



Request For Proposal #251-23-536

1551 Rock Quarry Rd – Bldg. F
Raleigh, NC 27610

Proposals will be publicly opened: May 4, 2023

Contract Type: Open Market

Refer ALL Inquiries to: Brian A. Martin
Purchasing Manager

Commodity: Service contract for operation of parts store and related inventory and parts-ordering services.

E-Mail: bamartin@wcpss.net

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

NOTICE TO VENDORS

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

Proposals submitted via facsimile (FAX) machine in response to this Invitation for Proposals will not be acceptable. Proposals are subject to rejection unless submitted on this form.

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. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.

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

Offer valid for 90 days from date of proposal opening unless otherwise stated here: ____ days Prompt Payment Discount: ____ % ____ days.

Submit **one (1) signed, original executed** proposal response, and 1 electronic copy (flash drive only - emails not accepted) of your proposal simultaneously to the address identified above.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be

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

MAILING INSTRUCTIONS: Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<u>DELIVER TO:</u>
PROPOSAL NO. RFP 251-23-536 Wake County Public School System Purchasing Department 1551 Rock Quarry Road – Bldg. F Raleigh NC 27610-4145

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 and Time
Issue RFP	WCPSS	April 19, 2023
Questions submitted to: bamartin@wcpss.net (Reference RFP # in subject line)	Vendor/WCPSS	April 25, 2023
Provide Response to Questions	WCPSS	April 28, 2023
Submit Proposals	Vendor	May 4, 2023

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, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions shall be emailed to at date and time specified above. Vendors should enter "RFP # 251-23-536 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:

Reference	Vendor Question
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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 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 parts store 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 with public school parts operations, fees, 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.

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.

Selection and Evaluation Criteria

Cost: (50 Points) The lowest cost proposal will receive a maximum of 50 points. All responses will receive a point

total associated with lowest to highest cost proposed. Cost is one factor of criteria therefore the lowest cost proposal is not guaranteed overall award as awards will be made to the lowest responsible/responsive proposal.

Experience and Qualifications: (45 Points) Proposals will be evaluated against the responses below.

- a:** Do employees of the company assigned to WCPSS have experience on similar scope and size past contracts? What is the percentage of staff that the vendor employs that has the experience and capability of performing the requirements of this proposal?
- b:** Are resumes included and does the response to the proposal demonstrate backgrounds requested to perform the scope of work outlined within the RFP?
- c:** How knowledgeable are the employees of the vendor on school bus parts described within and the processes associated?
- d:** How well has the vendor performed in similar contracts utilizing current staff?
- e:** Historically, what is the vendor's success rate of retaining employees?
- f:** Does the vendor response affirm that current and future staffing will meet all requirements described within?
- g:** Has vendor provided adequate information on the recruitment, selection, and retention of staff?
- h:** How well has the vendor demonstrated the ability to perform, manage, and document services described within?
- i:** Public school system experience
- j:** Specific plans and methodology for providing the services contained within.

Responsiveness (5 points)

- a:** Is the execution page signed? – (All submittals must be returned with appropriate signatures. Any proposal returned without required signature will be deemed non-responsive and will be disqualified)
- b:** Has the vendor acknowledged and initialed all required requests?
- c:** Has the vendor included all required forms with responsive information?
- d:** Is the vendor registered with the NC Secretary of State and allowed to do business in NC?
- e:** Is the vendor debarred from doing business with North Carolina or Federal Government?

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.

1.1 Background and Project Objectives

1.2 Background

- 1.2.1** WCPSS is requesting pricing proposals for the service of operation of parts store and related inventory and parts-ordering services as described herein.

2.0 Scope of Work

The Wake County Public School System (WCPSS) is the nation's fifteenth (15th) largest school district and the largest in the state of North Carolina. Comprising 850 square miles of both urban and non-urban communities, our 198 schools provide service to over 160,000 students.

WCPSS is seeking a price for the contract and operation of parts store AND related inventory AND parts-ordering services. Service will take place at 1551 Rock Quarry Road (Building E); Raleigh, NC 27610 and future satellite sites between the hours of 6:00 a.m. to 5:00 p.m., Monday through Friday, on all days listed on the attached (Exhibit 1). Annual parts costs (including supplies and oil) summed to approximately \$3.5 million for the term of July 1, 2021-June 30, 2022. Future satellite sites are not included in this RFP.

Parts Counter service, at a minimum, should include)

Parts Store Operation. Provider shall provide the staffing and management to run an efficient and effective parts store at the WCPSS facility located at 1551 Rock Quarry Road in Raleigh, North Carolina (the "Parts Store"). Provider shall provide staffing at the Parts Store between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, on all days listed on the attached Exhibit I. WCPSS reserves the right to change these hours after first giving reasonable notice to Provider, provided that the required hours of operation will not exceed eleven (11) hours during any individual workday. Parts Store services shall include manning the Parts Store counter, receiving deliveries and stocking parts and supplies, filling orders placed by WCPSS employees authorized to request parts, issuing receipts for parts and materials, and other job duties required under this Contract. Staffing shall be sufficient to provide prompt, efficient, and effective service for WCPSS employees seeking parts and supplies.

Distribution to Bus Landing or Satellite Sites. Rather than picking up parts or supplies at the Parts Store, WCPSS may instruct Provider to fill any particular requisitions of parts or supplies to be delivered within ten (10) miles of any of WCPSS Bus Landings identified in the attached Exhibit 2. WCPSS shall specify the Bus Landing at the time each such requisition is made. In response to any such request, Provider may elect to distribute parts or supplies directly to the WCPSS Bus Landing or to deliver or otherwise provide those parts and supplies to a Satellite Site owned or leased by Provider that is located within ten (10) miles of that Bus Landing. Any Satellite Sites established or designated by Provider for purposes of this Contract shall be readily accessible to WCPSS personnel and otherwise suitable for distributing parts and supplies to WCPSS. Provider may elect to stock parts and supplies at any Satellite Sites (and provide appropriate security for any stocked parts or supplies) and/or distribute parts and supplies to the Satellite Sites to fill specific orders placed by WCPSS.

Personnel. Provider shall be solely responsible for hiring, training, supervising, promoting, compensating, transferring, disciplining, and dismissing any of its employees who perform services under this Contract. Provider shall be solely responsible for any wages, taxes, benefits, or other

labor costs associated with such personnel. Notwithstanding the foregoing, Provider may not assign any individual employee to provide services under this Contract without WCPSS's advance written approval, and WCPSS reserves the right to interview any individual employee(s) of Provider before such approval is given. If at any time WCPSS determines, in its sole discretion, that any individual employee of Provider has engaged in activities or work habits that are detrimental to WCPSS's overall goals and objectives or for any reason determines that an individual employee of Provider is not suitable for the job assigned him or her, WCPSS may, at its sole discretion, either inform Provider of the problem and give Provider an opportunity to correct it or direct Provider to replace the employee within five (5) business days. If WCPSS determines that the overall level of service provided by Provider's agents or employees is not meeting expectations, WCPSS may direct Provider to develop a corrective action plan, which shall be provided in writing to the WCPSS Senior Director for Transportation for review within ten (10) business days. The Senior Director for Transportation will review the corrective action plan and inform Provider whether it is acceptable or needs to be revised and re-submitted within an additional ten (10) business days. Failure to comply with a corrective action plan and/or to develop an acceptable corrective action plan within ten (10) days after being instructed to revise and re-submit such a plan shall be grounds for termination.

Issuance of Parts. Provider shall not issue any parts or supplies to WCPSS personnel without a proper work order requisition, except with the express written approval of the WCPSS Senior Director for Transportation or Designee. No parts or supplies shall be issued to any person who is not employed by WCPSS absent the express written approval of the WCPSS Senior Director for Transportation or designee. Upon issuing any part or supply, Provider shall give the person presenting the requisition a receipt detailing the specific part or supply provided, the date the part or supply was issued, the quantity of each part or supply, and any other information requested by WCPSS. A second copy of each receipt shall be delivered to the designated WCPSS employee in the WCPSS Transportation Department's business office.

Parts Store Premises. shall own and maintain the real property on which the Parts Store is located (the "Premises"). A description of the Premises is attached as Exhibit 3. During the term of this Contract, Provider shall have the limited right to access and use the Premises to provide the services required of it under this Contract. This limited right of access and use shall be subject to any and all applicable written policies of WCPSS regarding access to and conduct on school properties and shall be subordinate to any other interests in the premises granted by WCPSS to third parties pursuant to any other deeds, leases, conveyances, or joint use agreements of any kind, whether those interests are transferred by WCPSS before or after the execution of this Contract. WCPSS reserves the right to terminate this Contract, repossess the Parts Store premises, and eject Provider from

the premises if WCPSS determines that doing so is in the best interest of WCPSS.

- **Care of Premises.** Provider shall cause the Premises to be maintained in a clean, attractive condition, and shall not commit or allow any waste or damage to be committed on or to any portion of the Premises, ordinary wear and tear excepted. Provider shall not permit, allow, or cause any act or deed to be performed upon, in or about the Premises which shall cause or be likely to cause injury to any person or to the Premises, or to any adjoining property, unless Provider has first obtained the express written approval of WCPSS for the specific deed or act.
- **Utilities.** WCPSS shall, at its own expense, provide heat, electricity, water, local telephone, and fax services, and WCPSS Internet access for the Premises, along with any other utilities that may be expressly agreed to in writing by the parties. WCPSS shall have the right to monitor and regulate utility usage and to determine set points for heating and air conditioning units. Provider shall make all reasonable efforts to conserve power and water and otherwise minimize utility costs.
- **Storage Areas and Equipment.** The Premises shall include storage areas capable of being secured against theft and vandalism. Provider shall be solely responsible for ensuring that parts and supplies are properly secured. Provider shall have access to and the right to use all WCPSS equipment located on the Premises at the commencement of services, including existing parts shelving, desks, chairs, copy machines, rest rooms, and such other facilities as may be mutually agreed to the parties in writing. All such equipment shall be well cared for by Provider, and Provider shall be responsible for any damage that may occur to such equipment during the term of this Contract unless the damage is caused directly by WCPSS staff. Provider shall be solely responsible for providing specialized equipment such as computer hardware and software, printers, file cabinets, shop equipment, machinery, recycling apparatus, vehicles, or other equipment not located on the Premises at the commencement of services.
- **Alterations and Improvements.** Provider shall not make any alterations, additions, or improvements to the Premises without the prior written consent of WCPSS. Provider shall not make any alterations, additions or improvements to the Premises which will contravene WCPSS's policies insuring against loss or damage by fire or other hazards, including but not limited to commercial general liability, or which will prevent WCPSS from securing such policies from companies acceptable to WCPSS. WCPSS shall have the right to make any alterations, improvements, and changes to the Premises that WCPSS may

deem necessary or advisable. Any alterations or improvements made upon the Premises by WCPSS or by Provider shall automatically become the property of WCPSS and shall remain upon the Premises upon expiration or termination of the Contract.

- **Maintenance.** WCPSS shall be responsible for any routine or emergency maintenance on the Premises except for maintenance or repairs to correct any damage caused by Provider or its agents or employees. If repairs or maintenance are necessary to correct damage caused by Provider or its agents or employees, WCPSS may direct Provider to repair such damage or may repair such damage and assess the reasonable costs for repairs to Provider.
- **Security.** During hours of operation, Provider shall be responsible for ensuring that parts and supplies are safe and secure from theft, vandalism, or loss. Provider shall also ensure that the Premises are properly locked and secured and that the alarm system, if any, is turned on and functioning before Provider's staff leave the Premises each day. Provider shall not be responsible for the security of the Premises after hours so long as it has discharged its obligations under this subsection of the Contract.
- **Access to Premises.** Provider shall be responsible for controlling access to the Premises during hours of operation and whenever its personnel are on site. Provider shall not permit any person to have access to the Premises without proper authorization. WCPSS and Provider may develop written procedures for determining who is authorized to access the Premises. In the absence of such written procedures, Provider shall be solely responsible for assuring that any persons who enter the Premises are authorized by WCPSS to do so. Notwithstanding the foregoing, the WCPSS Superintendent, Senior Director for Transportation and Director of Fleet Maintenance shall have access to the Premises at any and all times for any reasons whatsoever. Nothing in this Contract shall be construed to restrict the rights of WCPSS to deny any person or entity, including Provider and its employees, access to WCPSS premises. Provider may be granted access to the Premises outside of the normal hours of operation when necessary to perform activities that cannot be completed during operational hours. Such access shall be coordinated with the WCPSS Director of Fleet Maintenance
- **Signs.** Provider may not erect any signs, notices, or advertisements on the Premises without the prior written consent of WCPSS.

- **Protection Against Liens.** Provider shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of WCPSS in the Premises. Provider covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold WCPSS harmless from any and all loss, cost or expense based on or arising out of any such claims or liens.

- **Use of Premises by Third Parties.** Provider may not assign or encumber its interest in the Premises, and may not authorize any third party to use, possess, or occupy any part of the Premises without the advance written consent of WCPSS. Provider expressly recognizes that WCPSS's title in the Premises is paramount, and that it can do nothing to affect or impair WCPSS's title.

- **Hazardous Materials.** Provider shall not cause or permit the generation, manufacture, refinement, transport, production, use or processing of hazardous substances, or other dangerous or toxic substances, or solid waste on the Premises without the advance written approval of WCPSS. Provider further agrees to indemnify and hold harmless WCPSS and its agents, successors, and assigns, from any and all damages, liabilities, claims, losses, and reasonable legal, accounting, consulting, engineering, and other expenses which may be imposed upon or incurred by WCPSS arising from or in connection with Provider's generation, use, treatment, storage, handling or disposal of any hazardous or toxic wastes, substances or other materials on or from the Premises, except to the extent any such activity was authorized in advance by WCPSS in writing. This indemnity shall survive the termination of this Contract.

Satellite Site Premises. Provider shall be solely responsible for the care, maintenance, and upkeep of Satellite Sites, including without limitation lease or mortgage payments; compensation for employees; casualty, theft, and fire insurance; routine and emergency maintenance and repairs; utilities, alterations and improvements; provision of furniture, shelving, and office equipment; and provision of appropriate security. Each Satellite Site shall be maintained in a neat, clean, and safe condition when it is being used to provide services to WCPSS under this Contract.

Parts Ordering and Inventory Services. Provider shall provide parts-ordering and inventory services for all parts and supplies, including lubricants, identified by WCPSS, in accordance with the terms and

conditions of this Contract.

- **Computer Hardware and Software.** Provider shall provide reliable and high- quality computer hardware and software for purposes of tracking inventory, parts orders, and requisitions. All such equipment shall meet industry standards and shall be kept in good working order by Provider throughout the Contract term. All data shall be kept securely and backed up daily. The WCPSS Senior Director for Transportation or designee(s) shall have access to any such computer hardware and software at any time for purposes of quality control, audits, and contract oversight. In addition, the WCPSS Senior Director for Transportation or designee(s) shall have read-only remote access to any and all inventory and parts ordering data on Provider's computer systems at all times.
- **Initial Inventory.** Within ten (10) days of the effective date of this Contract, Provider shall complete a detailed and thorough inventory of all parts and supplies then in stock at the Parts Store owned by WCPSS. All such parts and supplies shall be tracked separately from all parts and inventory ordered by Provider during the Contract term. Provider shall be solely responsible for the accuracy and thoroughness of all inventory services provided pursuant to this Contract.
- **Evaluation of Initial Inventory.** Within ten (10) days of the effective date of this Contract, Provider shall evaluate its initial inventory of WCPSS parts and supplies currently in stock and shall provide a written statement as to the beginning value of WCPSS inventory to be signed by the Director of Fleet Maintenance and Senior Director.
- **Draw-Down of Initial Inventory.** Provider shall draw down all inventory already in stock at the commencement of services before distributing any parts ordered by Provider to WCPSS personnel. Upon request by WCPSS, Provider shall demonstrate the methods it is employing to ensure that all parts and supplies in stock at the commencement of services are tracked separately and drawn down as required herein.
- **Ordering Parts and Supplies.** WCPSS shall provide Provider with a list of all parts and supplies it shall be responsible for ordering throughout the Contract term. WCPSS reserves the right to add or remove items from this list if its needs change throughout the Contract term. Provider shall be responsible for placing orders with the vendors designated by WCPSS at the prices negotiated by WCPSS. Under no circumstances shall Provider order any parts or supplies from a vendor other than the vendor designated by WCPSS or pay more than the price negotiated by WCPSS for those parts or supplies without express written approval from WCPSS. If Provider believes that it can obtain better prices than those negotiated by WCPSS,

it shall inform the WCPSS Director of Fleet Maintenance. Provider shall keep sufficient parts and supplies on hand to meet WCPSS's day-to-day needs. Provider shall work closely with the designated parts suppliers to ensure that parts and supplies are regularly ordered, delivered, and stocked so as to meet WCPSS's needs.

- **Turnaround Time.** All parts and supplies designated by WCPSS as "routine" parts or supplies shall be kept in stock and available at all times at the Parts Store and shall be available for delivery to each WCPSS Bus Landing or Satellite Site within four (4) hours of each WCPSS request. All parts ordered no more than once per calendar year shall be designated as "specialty" parts. Provider shall work with WCPSS and parts suppliers to fill requisitions for specialty parts as promptly as possible and must obtain advance approval from WCPSS for the purchase price for any specialty parts. For all parts and supplies other than "routine" parts or supplies or "specialty" parts, Provider shall fill at least ninety percent (90%) of WCPSS requisitions within eight (8) consecutive business hours from the time of requisition, based on a business day of 7:00 a.m. to 5:00 p.m. WCPSS reserves the right to purchase parts or supplies directly from other sources if Provider cannot meet any of the timelines described in this Section. Provider shall not be entitled to any reimbursement or compensation for any parts ordered directly by WCPSS, and any additional costs incurred by WCPSS to obtain such parts and supplies (above WCPSS's costs to reimburse Provider plus the cost of Provider's surcharge had the parts or supplies been provided by Provider pursuant to this Contract) shall be deducted from Provider's next monthly payment. Except as otherwise expressly provided, the timelines described in this Section shall apply both to requisitions filled at the Parts Store and requisitions for parts or supplies to be delivered to the appropriate WCPSS Bus Landing or Satellite Site.
- **Tracking of inventory, orders, and requisitions.** Provider shall keep detailed, up-to-date, and accurate records, including computerized records, of all parts and supplies ordered by Provider pursuant to this Contract (tracked separately from any parts and supplies already in stock at the commencement of services). Provider shall also keep detailed, up-to-date, and accurate records of all orders placed to suppliers and all requisitions submitted by WCPSS staff. At a minimum, Provider shall track the number, cost, and identity of: (1) parts and supplies in stock; (2) parts and supplies on order; (3) parts and supplies on back-order; (4) parts and supplies requisitioned by WCPSS personnel; (5) any credits issued by parts suppliers, which shall be passed on to WCPSS; and (6) warranty parts.
- **Reports.** Provider shall provide a weekly report of activities to the WCPSS Director of Fleet Maintenance or other designated WCPSS official(s). WCPSS shall specify the information to be included in such weekly reports.

At a minimum, such reports shall include the number, cost, and identity of: (1) parts and supplies in stock; (2) parts and supplies on order from each supplier; (3) parts and supplies on back-order; (4) parts and supplies requisitioned by WCPSS personnel; and (5) warranty parts. In addition to these weekly reports, WCPSS reserves the right to demand monthly and/or quarterly reports with additional information about Provider's activities and services pursuant to this Contract. Some activities, such as lost sales, back-orders, and numbers-of-day on order may be required to be reported on a daily basis.

- **Warranty Records.** Provider shall maintain accurate records of all warranty items. Such records shall include (1) the identity and number of parts under warranty; (2) the start date and period of each warranty; (3) the terms and conditions of each warranty; (4) the amount, date, and reason for any credits issued by parts suppliers; and (5) any additional information reasonably requested by WCPSS.
- **Billing and Reimbursement.** Provider may seek reimbursement for any parts or supplies ordered by Provider and distributed to authorized WCPSS personnel on a monthly basis. Provider shall submit a detailed invoice, itemized by parts provided, along with any supporting documentation reasonably requested by WCPSS, by the tenth (10th) day of each month. WCPSS shall inform Provider what information is to be listed on Provider's invoices and what supporting documentation, if any, is to be provided. Provider shall cooperate with any reasonable requests from WCPSS for additional explanation or documentation. WCPSS shall process payments to Provider within thirty (30) days of its receipt of an appropriate invoice and any supporting documentation requested by WCPSS. For all parts and supplies ordered by Provider and distributed to authorized WCPSS personnel, WCPSS will reimburse Provider for the lesser of (1) the cost negotiated by WCPSS directly with the designated parts suppliers or (2) the cost actually paid by Provider for the parts and supplies. WCPSS shall not be responsible for any freight charges or other costs or expenses for parts or supplies provided, except as expressly provided in Section 2 of this Contract. Invoices should be sent to WCPSS, Transportation Department Business Office, 111 Corning Road (Suite 280); Cary, NC 27518 for review and approval.
- **Title to Inventory During Contract Term.** Provider shall hold title to all parts and supplies ordered by Provider until such a time as they have been handed over to authorized WCPSS personnel at the request of authorized WCPSS personnel, at which time title shall immediately and automatically transfer to WCPSS. WCPSS shall retain title at all times to all parts and supplies already in stock at the commencement

of services.

- **Title to Inventory Upon Expiration or Termination of Contract.** Upon the expiration or termination of this Contract, Provider shall immediately turn over to WCPSS any and all parts or supplies purchased directly by WCPSS, including without limitation any parts or supplies already in stock at the commencement of services. Provider shall retain title to all inventory that it acquired from suppliers pursuant to this Contract; provided, however, that WCPSS, at its sole discretion, shall have the right to purchase all or any part of such of inventory from Provider. If WCPSS exercises this option, WCPSS shall reimburse provider for Provider's costs in accordance with Section 1.G.x of this Contract and shall compensate Provider for services performed in connection with ordering and storing such inventory at one-half (1/2) of the rate set out in Section 2 of this Contract.
- **Additional Services.** Provider will perform any related incidental services reasonably requested by WCPSS in connection with this Contract, such as the crating and shipping of parts or cores (at WCPSS's expense) and/or assisting WCPSS service personnel in identifying correct components or part numbers.

3.1 Minimum Requirements

- 3.1.1 Vendor must provide evidence of certification, licensure and qualifications of service personnel assigned to WCPSS.
- 3.1.2 Vendor shall identify and provide all applicable costs as it relates to the service of the parts store. However, please submit one monthly/yearly "management" fee cost as specified in Attachment A.
- 3.1.3 Vendor must complete the cost proposal attachment. Additional information may be included that effect the total cost to WCPSS. It is at the sole discretion of WCPSS to accept or reject any additional costs and any request to do so will require prior notification and mutual agreement by both parties.
- 3.1.4 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. All employees must abide by all WCPSS policies as it relates to the use of tobacco on premises.
- 3.1.5 Vendor must disclose third party contractors

4.1 Qualifications

- 4.2 THE VENDOR shall be licensed and approved to do business in the State of North Carolina. Must maintain certification by the North Carolina Secretary of State's office as a registered and approved business.
- 4.3 No fewer than five years experience in performing the required duties will be accepted. Please provide references.
- 4.4 Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained
- 4.5 Provide qualified personnel to carry out the project in a timely fashion. Please include staffing information.
- 4.6 Demonstrated experience in performing similar projects. Vendor shall provide narratives of services and contract rendered. Please attach as appendix.
- 4.7 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>

Proof of liability insurance and any required documents shall be submitted with proposal.

5.0 Deadline for proposal submittal

5.1 Deadline

400.1.1 The proposals are due no later than May 4, 2023 at 2:00 p.m. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

TERM: **Contract** shall begin July 1, 2023 for the following options:

Contract shall be five years based on terms and conditions listed herein. WCPSS retains the option to extend this contract at its sole discretion for an additional three (3) one (1) year periods. Please list rates for each year of contract as specified in Attachment. You may select one or both options.

Contract shall be three years based on terms and conditions listed herein. WCPSS retains the option to extend this contract at its sole discretion for an additional two (2) one (1) year periods. Please list rates for each year of contract as specified in Attachment. You may select one or both options.

Vendor has read and understands the required specifications as presented. Any exception or inability to fulfill must be indicated in the space provided. WCPSS reserves the right to deem the proposal nonresponsive if vendor does not meet the required specifications. WCPSS reserves the right to waive or reject any exceptions to specifications or terms and conditions.

Acknowledge: _____ Initialed: _____

Attachments

6.1 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.

TERMS AND CONDITIONS

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 may 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

400. 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. LUNSFORD 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 LIST: Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

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.

- 32. BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

COMPANIES LIST: Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.8133.

ETHICS AND THE PURCHASING FUNCTION *Policy Code: 6401/9100*

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities. The Board's purchasing goals and principles will not be compromised by individuals motivated by personal gain. Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

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

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

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

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

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

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code: 6401/9100* a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

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

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

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

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

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

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes, but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict of interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict of interest provisions of policy 8305, will be subject to disciplinary action. Legal References: 2 C.F.R. 200.318I; 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

COST AND METHODOLOGY TEMPLATE

**5-year contract w/ 3 One-Year Options to
renew**

	Monthly Fee	Annual Fee
FY 2023-2024		
FY 2024-2025		
FY 2025-2026		
FY 2026-2027		
FY 2027-2028		
FY 2028-2029*		
FY 2029-2030*		
FY 2030-2031*		

*WCPSS Option Years

**3-year contract w/ 2 One-Year Options to
renew**

	Monthly Fee	Annual Fee
FY 2023-2024		
FY 2024-2025		
FY 2025-2026		
FY 2026-2027*		
FY 2027-2028*		

*WCPSS Option Years

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 #: _____ MC License #: _____

Insurance Contact: _____ Phone: _____

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

MWBE INFORMATION: (Required)**Minority, Women, Small Business Enterprise Information:**

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

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

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

____ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business. (<https://ncadmin.nc.gov/businesses/hub>)

____ No, my company has not yet received HUB or MWBE certification but meet the above criteria.

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

Vendor Signature: _____

Date: _____

Print Name: _____

Exhibit 1: Days of Operation for Parts Store and Satellite Sites

The Parts store and Satellite Sites will be open and available to WCPSS as follows:

Monday through Friday of every week. The Parts Store and Satellite sites are not required to be open on holidays observed by WCPSS other than as stated below.

WCPSS reserves the right to require the Parts Store be opened in cases of emergency as determined by the Senior Director of Transportation or designee during off hours, weekends, and holidays.

Exhibit 2: Wake County Bus Landing Site Information

City	Landing Site	Address of Landing Site
Raleigh	Rock Quarry Complex	1551 Rock Quarry Rd, Raleigh, 27610
	South East Raleigh High	2600 Rock Quarry Rd, Raleigh, 27610
	West Millbrook Middle	8115 Strickland Rd, Raleigh, 27615
	Durant Road Middle	9901 Durant Rd, Raleigh, 27614
	Wakefield High School	2200 Wakefield Pines, Raleigh, 27614
	Wakefield Middle	2400 Wakefield Pines, Raleigh, 27614
	Sanderson High School	5500 Dixon Drive Raleigh, NC 27609
	Leesville High School	8410 Pride Way Raleigh, NC 27613
	Bobby Murray Chevrolet Location	1820 Capital Blvd. Raleigh, NC 27604
Garner	Garner High School	2101 Spring Dr, Garner, 27529
	South Garner High School	8228 Hebron Church Road Garner, NC 27529
Fuquay	Fuquay High School	201 Bengal Blvd, Fuquay-Varina, 27526
	Fuquay Elem. School	6600 Johnson Pond Rd, Fuquay-Varina, 27526
	Willow Springs High	1704 Old Honeycutt Rd. Fuquay-Varina, NC 27526
Holly Springs	Holly Springs High	5329 Cass Holt Rd, Holly Springs, 27540
	Holly Ridge Middle	950 Holly Springs Rd, Holly Springs, 27540
	Holly Springs Elem	401 Holly Springs Rd, Holly Springs, 27540
Apex	Lufkin Middle School	1002 Lufkin Rd, Apex, 27502

	Apex Elementary	700 Tingen Rd, Apex, 27502
	Baucom Elementary	400 Hunter St, Apex, 27502

	Apex Friendship HS	7801 Humie Olive Road Apex, NC 27502
	Apex High School	1501 Laura Duncan Rd, Apex, 27502
Cary	Davis Drive Middle	2151 Davis Dr, Cary, 27519
	Green Hope High	2500 Carpenter Upchurch Rd, Cary, 27519
	West Cary Middle	1000 Evans Rd, Cary, 27513
	East Cary Middle	1111 Maynard Rd SE, Cary, 27511
	Alston Ridge Middle	7833 Fussell Ave. Cary, NC 27519
	Panther Creek High School	6770 McCrimmon Pwy Cary, NC 27519
Wake Forest	Wake Forest Middle	1800 S. Main St, Wake Forest, 27587
	Heritage Middle	3400 Rogers Rd, Wake Forest, 27587
	Heritage High School	1150 Forestville Rd, Wake Forest, 27587
Knightdale	Knightdale High School	100 Bryan Chalk Ln, Knightdale, 27545
	Forestville Road Elem	100 Lawson Ridge Rd, Knightdale, 27545
Rolesville	Rolesville High School	1099 East Young Street Rolesville, NC 27571
Wendell	East Wake High	5151 Rolesville Rd, Wendell, 27591

Exhibit 3: Description of Parts Store Premises

The Parts Store is located at 1551 Rock Quarry Road in Building E. The Store is located toward the rear of the building. The store is designed as a typical automotive parts store with parts shelving and adequate lighting. There are two floors (an upstairs area with the larger area on the main floor). The store has adequate dock access for deliveries. The store is not air conditioned but does have heat in the winter. The parts store can be secured to allow only authorized personnel to enter.

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?	Yes	No
------------------------------------	----------------	-----	----

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

* 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:

Total value of Certified HUB sub-contracting

=

_____%

Total Bid Amount