

Purchasing Department
REQUEST FOR PROPOSAL
Grounds Services
RFP No. 200-JCPSGROUNDS-11222024-CR

Point of Contact: Cynthia Rivera, Director of Purchasing

Email: purchasing@johnston.k12.nc.us
Telephone: (919) 934-6032 ext. 8065

DEADLINE FOR SUBMISSION OF PROPOSALS:
by 10:00am on November 22, 2024

Proposals are requested to be sent via email to the Purchasing Department at the email address shown above and indicated throughout the RFP, for furnishing services described herein.

NOTICE TO BIDDERS

All bids are required to be **sent via email** and received by Johnston County Public Schools, Purchasing Department, purchasing@johnston.k12.nc.us, **subject line must reference: PROPOSAL RFP No. 200-JCPSGROUNDS-11222024-CR**, submit bids no later than **Thursday, November 22, 2024 at TIME** (local time).

NOTE: Bids submitted via facsimile (FAX) machine, telephone and verbal offers will not be accepted in response to this Request for Proposals.

**Historically Underutilized Businesses are encouraged to bid*

BIDDER QUESTIONS

All questions concerning this Request for Proposals, or any request for additional data or information must be submitted in writing via email to the Purchasing Department, purchasing@johnston.k12.nc.us, subject line must reference **QUESTIONS RFP No. 200-JCPSGROUNDS-11222024-CR**, by **November 15, 2024**

Responses to these questions will be provided **no later than November 18, 2024** via this [LINK](#). JCPS will make every effort to provide answers to questions within 24 hours of receiving the question via the Link provided. Questions received after the timeframe provided to submit questions are not guaranteed to be answered. JCPS will make every effort to answer any and all questions submitted.

Event	Responsibility	Date & Time
Post RFP	JCPS	November 8, 2024
Submit Written Questions to Cynthia Rivera, purchasing@johnston.k12.nc.us	Vendor	November 15, 2024
Provide Responses to Questions at this LINK	JCPS	November 18, 2024
Submit Bids	Vendor	by 10:00am on November 22, 2024
Award Notice	JCPS	To be determined, Notice will be sent out to all bidders

TABLE OF CONTENTS

- I. Conditions and Instructions
- II. Information Regarding Subcontracts to Small, Minority, and Women-Owned Businesses
- III. Execution
- IV. Background
- V. Scope of Work
 - a. Scope of Work
 - b. Walk Throughs
- VI. Special Requirements for the Submission of a Proposal
 - a. Qualifications
 - b. Specific Proposal Requirements
 - c. Walk Throughs
 - d. Format of Proposals
 - e. Submission of Proposal
 - f. Acceptance/Rejection of Proposal
- VII. Evaluation of Proposals
 - a. Committee
 - b. Evaluation Factors
- VIII. Contract
 - a. Award
 - b. Termination/Cancellation/Modifications
- IX. Responsibilities of Contractor
 - a. Personnel
 - b. Safety
 - c. Security
 - d. Supervision
 - e. Damage
 - f. Equipment and Supplies/Materials
 - g. Emergencies
 - h. Contractor's Representative
 - i. Scheduling
- X. General Proposal Requirements
 - a. General Proposal Requirements

- b. Specific Proposal Requirements
- XI. Other Evaluation and Award Criteria
 - a. Award of Contract
- XII. General Terms and Conditions
- XIII. Special Terms and Conditions
 - a. Contract Term
 - b. Change Orders
 - c. Cancellation of Contract
 - d. Drug-Free and Tobacco-Free Workplace
 - e. Subcontracts
 - f. Notice of Contractors: Criminal History Record Checks Required
 - g. Other Terms and Conditions

Attachment A: Cost Proposal

I. CONDITIONS AND INSTRUCTIONS

1. All proposals must be submitted on and in accordance with this form, ink must be in **BLUE** ink. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto which will be made a part of the proposal. All proposals must be submitted via email, the subject line must reference Proposals RFP number. Proposals must be received by the bid due date and time.
2. It will be the responsibility of the offeror to see that his proposal is sent to the Purchasing Department via email by the specified time and date. Telephone, fax, and verbal offers will not be accepted.
3. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service, and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
4. In event of default by the offeror, the School Board reserves the right to procure the commodities and/or services from other sources and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment, therefore, shall be made at a proper reduction in price.
5. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The School Board's extended obligations on those contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following years.
6. Indemnity Agreement: Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Johnston County Public Schools, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of their employees, servants, or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the owner, its officers, employees, or agents. Compliance by the contractor with the insurance provisions hereof shall not relieve contractor from liability under this provision.

Should contractor or subcontractors use any of owner's equipment, tools, employees, or facilities, such will be gratuitous and contractor shall release the owner, its officers, employees, or agents from and indemnify and save them

harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

The offer or guarantees to save the School Board, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles, or appliances furnished or used in the performance of the contract, for which the offeror is not the patentee, assignee, or licensee.

7. Insurance: The contractor shall carry insurance in the amount specified below and shall include the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming Johnston County Public Schools as Additional Insured. Worker compensation insurance shall be carried in the amount required by the State of North Carolina. General Liability Insurance of at least \$1 million per occurrence shall also be maintained.
8. The offer or guarantees to save the School Board, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles, or appliances furnished or used in the performance of the contract, for which the offeror is not the patentee, assignee, or licensee.
9. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
10. By signing this proposal, the offeror assigns to the Johnston County Public Schools any and all rights that he may have under the antitrust laws of the United States and the State of North Carolina in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of Johnston County Public School Board.
11. Which shall be used for hearing protests of a decision to award (or not award) appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. Appeals Procedure: Upon request, administrative appeals information will be provided
12. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. Notices, advertisements, and solicitations placed in accordance with local, state, and federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 13. Assignment of Contract: A contract shall not be assignable by the offeror in whole or in part without the written consent of the Johnston County Public School Board.
- 14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the State of North Carolina, and any litigation with respect thereto shall be brought in the courts of North Carolina. The Offeror shall comply with applicable federal, state, and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages.
- 15. Payment Terms:
 - a. Payment terms shall be "Net 30 Days" from the day the item is received, unless otherwise stated by the bidder/offeror on this submittal form. Alternate terms may be offered by bidder/offeror for prompt payment of bills.
 - b. Payment for services received will be made on a monthly basis. After approval the invoice will be forwarded for payment. Payment shall be made within 30 days after receipt of invoice.

- c. Payment terms may be considered in determining the low bidder/offeror.
 - d. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is later.
 - e. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
16. The original copy maintained by the Contract Officer, in the RFP file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the Johnston County Public School Board, the language of the official copy shall prevail.

Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your proposal.

II. Information Regarding Subcontracts to Small, Minority, and Women-Owned Businesses

It is the policy of the Johnston County Public School Board to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in the School Board's procurement activities. Toward that end, the Johnston County Public School Board encourages these firms to compete, and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The offeror is requested to indicate how such businesses shall be utilized in the performance of this contract.

Since it is the intent of the School Board to promote small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE), you are requested to report the percentage of dollars which will be sub-contracted to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the School Board to track the amount of business the School Board does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the School Board's performance in this important segment of the market. Indicate your figures below and return this form with your proposal package.

If you are not subcontracting, even if you are a S/M/WBE, put zeros in the spaces below.

% of SBE Dollars to be Sub-contracted _____%

% of MBE Dollars to be Sub-contracted _____%

% of WBE Dollars to be Sub-contracted _____%

III. EXECUTION

Your bid must be submitted on company letterhead and include all requested information. Failure to comply with this requirement shall be cause for rejection of the bid. Any bid received after the announced deadline whether by mail or otherwise, will not be considered and will be returned to the bidder.

PROPOSALS ARE REQUESTED TO BE SENT TO THE PURCHASING DEPARTMENT VIA EMAIL FOLLOWING REQUIREMENTS FOR SUBMISSION

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

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to finish the services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below.

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX: _____

E-mail address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed in BLUE ink.

IV. BACKGROUND

Johnston County Public Schools is a rural and suburban residential school district with 48 schools and growing and serves a very diverse population of approximately 37,052 students.

In using this method for solicitation, we are requesting your best effort in seeking a “best value” solution to our requirement. To be entitled for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Respondent to meet all specifications and guidelines set forth herein. Johnston County Public Schools, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger resulting from determinations or decisions by the School Board.

V. SCOPE OF WORK

Purpose is to provide grounds maintenance services as described below under section VI Special Requirements for the submission of a proposal. Bids will be proposed per feeder pattern described below, use attachment A to describe the cost of services.

Clayton High School Feeder Pattern (Zone 1)

Clayton High
Cooper Academy
East Clayton Elementary
Powhatan Elementary
West Clayton Elementary
Clayton Middle
Riverwood Elementary
Riverwood Middle

Cleveland High School Feeder Pattern (Zone 2)

Cleveland High
Cleveland Elementary
Polenta Elementary
Westview Elementary
Cleveland Middle
Swift Creek Middle

Corinth Holders High School Feeder Pattern (Zone 3)

Corinth Holders High I
Corinth Holders Elementary
River Dell Elementary
Thanksgiving Elementary
Archer Lodge Middle

South Johnston High School Feeder Pattern (Zone 4)

South Johnston High
Benson Elementary
Four Oaks Elementary
Meadow School
Benson Middle
Four Oaks Middle

SSS High School Feeder Pattern (Zone 5)

SSS High
Selma Elementary
South Smithfield Elementary
West Smithfield Elementary
Wilson's Mills Elementary
Innovation Academy
Selma Middle
Smithfield Middle
Choice Plus Academy/West Campus

North Johnston High School Feeder Pattern (Zone 6)

North Johnston High
Glendale Kenly Elementary
Micro Elementary
Pine Level Elementary
North Johnston Middle

Princeton High School Feeder Pattern (Zone 7)

Princeton High
Princeton Elementary

West Johnston High School Feeder Pattern (Zone 8)

West Johnston High
Dixon Road Elementary
Mcgee's Crossroads Elementary
Mcgee's Crossroads Middle

B. WALK THROUGHS

Nonmandatory Walk-Through It is at the sole discretion of the vendor to visit each facility to acquaint themselves with the nature and extent of work involved. Inspection and site visits must be coordinated through the Purchasing Department by email via purchasing@johnston.k12.nc.us

Through actual measurements, use of existing drawings and/or other means, it

shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal through vendor walk through

Pricing listed in this proposal is binding and correction or alterations after opening will not be accepted other than clear calculation errors that we can identify.

VI. SPECIAL REQUIREMENTS FOR THE SUBMISSION OF A PROPOSAL

A. QUALIFICATIONS

Each vendor shall submit evidence of qualifications which would influence the ability to satisfactorily perform the grounds maintenance defined elsewhere in this document (see VII evaluation of proposals for additional pertinent details).

- Vendor must have been in the grounds maintenance business for a minimum of five (5) years in service to a similar size of JCPS School District (the size of the district not of a single school/facility).
- Vendor must demonstrate ability to manage a school district or similar in size with current references and management expertise .
- Vendor must provide a minimum of three (3) references showing ability to manage sites of similar square footage and scope. Vendor must indicate the size of project and the reference must be for the project sizes listed. Examples provided for these references must be from the last 5 years.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that Johnston County Public Schools may properly evaluate your capabilities to provide the required services. This portion will be satisfied with the following information:

1. Brief summary of the firm's history and philosophy as it relates to this RFP. Include resumes of owner or major officers.
2. Identification of the team and background of participants.
3. References.
4. Discuss your approach and methodology.

C. WALK THROUGHS

Nonmandatory Walk-Through It is at the sole discretion of the vendor to visit each

facility to acquaint themselves with the nature and extent of work involved. Inspection and site visits must be coordinated through the Purchasing Department by email at purchasing@johnston.k12.nc.us, subject line should reference **RFP No. 200-JCPSGROUNDS-11222024-CR**

Through actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal through vendor walk through

Pricing listed in this proposal is binding and correction or alterations after opening will not be accepted other than clear calculation errors that we can identify.

D. FORMAT OF PROPOSAL

Each proposal shall be formatted identically to the outline of this request. The intent here is to facilitate evaluation by the committee members with a minimum of effort and delay.

Therefore, each proposal should include information/materials that are clearly marked for easy and quick location and identification of that section of this request to which it pertains.

Grounds Maintenance Requirements Outline Format

- A. Describe in detail the following elements below at a minimum for each of the categories and subcategories:
 - a. How the services provided are tracked and initiated
 - b. Lawn mower, machinery, or equipment used to perform the work
 - c. Staffing Plan

- B. Common Grounds
 - a. **Mowing** – perform regular mowing of common grounds at all locations. Mowing is to be completed on a 7-day cycle, weather permitting, which should include a minimum of 24 cuts per season. A season is defined as March 1 – October 31. Vendor must take into consideration the possibility for more frequent mowing or extended season mowing due to weather conditions influencing growth habits. All grounds maintenance requirements will also include courtyards inside schools. Common Grounds include all areas to be maintained **except athletic playing fields**.
 - b. **Trimming and Edging** – All trimming shall include trimming around objects and fixtures that are part of the turf areas(including

all fence lines). All curbs are to be edged or weed eating upon each visit. All beds are to have weeds removed or weed eaten.(Can be sprayed see d.)

c. **Cleanup**

c.i. Minor: Blowing and cleanup of lawn clippings shall be included in all visits. This includes sidewalks, curbs, and mulch areas that may have been covered with clippings.

c.ii. Major: Cleanup of limbs/branches/leaves shall take a place after a storm as needed. The service shall not be billed additionally.

d. **Weeding and weed spray application** – Vendor will spray and/or remove weeds starting March 1st through October 31st. Describe in detail how the vendor will perform the services to include the type of weed spray used. **Curbs and walks are not to be sprayed.**

d.i. **Contractor supervisor and/or crew members MUST possess (and maintain) a valid copy of a current North Carolina Department of Agriculture Pesticide License (Classification 026 – Grounds and Pesticide applicator). A copy of this license must be submitted with the bid.**

e. **Pruning** – Pruning shall be completed twice during each contract year of the agreement. Pruning will include all trees and shrubs on campus. Litter and debris left behind from pruning will be removed as pruning is completed.

f. **Mulching-** Mulching will NOT be part of the scope.

C. Equipment

a. It is the responsibility of the vendor to maintain all equipment and ensure equipment is operational.

b. It is the responsibility of the vendor to ensure blades are sharp and grass is evenly cut.

D. Implementation and Transition

a. All services under this contract are vital to Johnston County Public Schools and must be continued without interruption. The vendor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition.

- b. Vendor should provide a thorough implementation schedule.
- c. Describe your transition plan in full and how you would manage this process to ensure a smooth transition of existing services if you are not the incumbent provider.

E. Regulations and Safety Compliance:

- a. Vendor must comply with all regulations, laws and guidelines for safety. Proposal responses must explain how the vendor remains current with changes in applicable regulation, law and guidelines. Additionally, vendor must address the approach used to update standard operating procedures if changes in regulation, law or guidelines affect existing compliance.

F. Cost Proposal, attachment A Required.

Proposals shall be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

All documentation submitted with the proposal should be contained in that single PDF file.

E. SUBMISSION OF PROPOSAL

All proposals are required to be sent to the Purchasing Department via email to purchasing@johnston.k12.nc.us. The subject line of the email must reference: **PROPOSALS RFP No.200-JCPSGROUNDS-11222024-CR**. Signatures are required to be signed with **blue ink**. Failure to comply with any of the requirements may result in rejection of the proposal.

F. ACCEPTANCE/REJECTION OF PROPOSAL

1. Award

- a. The contract will be awarded to the qualified offeror whose offer, conforming to the conditions and requirements of this request for proposal will be more advantageous to Johnston County Public Schools. The committee's evaluation of criteria, cost, and other factors will be taken into consideration. Johnston County Public Schools reserves the right to negotiate as part of this RFP.
- b. Johnston County Public Schools reserves the right to reject any or all offers and to waive informalities and minor irregularities in proposals

received.

- c. This Request for Proposal does not commit Johnston County Public Schools to contract for any requirements for this solicitation.
- d. A written award or contract furnished to the successful offeror, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party.
- e. Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.
- f. Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.
- g. Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.
- h. Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.
- i. Johnston County Public Schools will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

VII. EVALUATION OF PROPOSALS

A. Committee

Evaluation of proposals submitted in response to the solicitation will be conducted by officials of Johnston County Public Schools. In the process of evaluation, the total vendor's proposal will be considered.

During the process of evaluation, the committee may need additional information. This need will be communicated through Johnston County Public Schools' Purchasing Department, and each vendor shall be responsible to respond in written form or by appearance before the committee as requested.

Proposals will be evaluated, and follow up interviews may be scheduled with selected firms in accordance with the "competitive negotiation" method of source selection. JCPS may select not to hold interviews and select on proposal alone.

B. Evaluation Factors

Proposals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors include previously mentioned criteria and the following criteria:

1. Flexibility/Understanding of Requirements – The degree to which the offeror has responded to the purpose and scope of specifications, e.g., services to be provided, flexibility of offeror to meet Johnston County Public Schools’ needs, conformance in all material respects to this RFP, etc.
2. Capability – The offeror(s) who have the capability in all respects to fully perform the contract requirements and the moral and business integrity and reliability to assure good faith performance as required by these specifications. Also includes offeror's capability and skill to perform the services stated in these specifications.
3. Qualifications/Experience – Offeror's experience in providing the services requested in these specifications as well as qualifications which would influence the ability to satisfactorily perform the grounds maintenance.
4. Fee schedule and rates – The cost to Johnston County Public Schools for the services proposed (Attachment A).

VIII. CONTRACT

A. Award

It is the full intent, assuming that satisfactory proposals are received, to award a contract. If an award is made it will be for a one-year period, beginning on the date of the contract, with provisions for four (4) one-year extensions. The award document will be a contract incorporating by reference, all of the requirements, terms, and conditions of the RFP and those items accepted and /or negotiated from the firm’s proposal.

B. Termination/Cancellation/Modifications

- a.i. Johnston County Public Schools reserves the right to terminate this agreement at any time following the first 30 days with or without cause, upon 30 calendar day’s written notice from JCPS to the vendor. Termination by JCPS pursuant to section shall extinguish any all of the Board’s further obligation to make any payments hereunder as of the date of termination

IX. RESPONSIBILITIES OF CONTRACTOR:

A. Personnel

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.

- Lunsford Act/Criminal Background Checks: All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the general statutes from knowingly being on the premises of any school or facility dedicated to the care of minors. Contractor shall conduct criminal background checks on each of its employees, contractors, subcontractors or agents who, pursuant to this Agreement, interacts with JCPS students or provides services on JCPS property or at JCPS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program and the National Sex Offender Registry. Contractor shall provide documentation to the District criminal records and background checks before assigning employees or agents to provide services under this Agreement. Contractor shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. Under no circumstances shall an employee be assigned to work in any facility under the governance of the JCPS Board of Education if (1) said worker appears on any aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of a crime, whether misdemeanor or felony, involving sex, violence, or drugs; (4) said worker has engaged in any conduct indicating that the worker may pose a threat to the safety or wellbeing.
- Upon request, Contractor will furnish the JCPS with sufficient information to allow the District to perform its own criminal background checks on the Contractor's employees and agents.
- Contractor agrees that it has an ongoing obligation to provide the school system with the name of any new contractual employee who may be assigned to work. JCPS reserves the right to prohibit any contractual personnel of Contractor from working under this Agreement.

B. Safety

- The Contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees and the District's students, staff, and faculty.

C. Security

- The Contractor shall be responsible for training employees in security requirements of Johnston County Public Schools and shall be responsible for the enforcement of the same.
- Additionally, each employee shall be informed of the following:
 1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all District property, materials, equipment, and accessories which might be exposed to the contractor's personnel.
 2. Guns, knives, or other dangerous weapons shall not be allowed on campus.
 3. Alcohol and drugs are prohibited on campus.
 4. Tobacco use (smoking/chewing/etc.) is prohibited on campus.
 5. Keys/ID Badges, which may be distributed at the beginning of each work period, shall be returned to the appropriate supervisor at the end of each work period(s). Keys which will be required by the Contractor and employees will be approved by the District and will be controlled by a person to be named after award of contract. In any event the Contractor shall be fully responsible for the security and appropriate use of the keys which may be issued. Additionally, the Contractor shall be fully responsible for the replacement of any keys/badges that are lost and any additional cost resulting due to loss of keys/badges.
 6. Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by the District.)

D. Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the contractor shall be done by the contractor or his/her designated representative.

E. Damage

The Contractor shall be responsible for the repair/replacement to the satisfaction of the District representative of any damage to the facility caused by any employee of the Contractor. This shall also apply to personal property on school grounds.

F. Equipment and Supplies/Materials

The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the Contractor's responsibility. All equipment shall be maintained properly, and in clean condition. The

Contractor shall be responsible for the acquisition of all chemicals and equipment necessary to fulfill all specifications stated herein. A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after being duly authorized. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. All cleaning materials must be mixed according to manufacturer's instructions. Contractor may be asked to prove said mixture is at minimum level of strength. Cleaning solutions cannot be watered down/weakened past their recommended mixture ratios. Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes, with copies given to District personnel and updated regularly.

G. Emergencies

All emergency conditions shall be promptly reported to the District authorized representative.

H. Contractor's representative

A representative of the Contractor shall be appointed within 24 hours after receipt of the contract, and this person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. this individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.

I. Scheduling

Scheduling should be scheduled with school or district representatives in advance and must sign in and out when on JCPS Property.

X. GENERAL PROPOSAL REQUIREMENTS

A. General Proposal Requirements:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. The submission must be sent to the Purchasing Department via email to purchasing@johnston.k12.nc.us, Subject line must reference **PROPOSALS RFP No. 200-JCPSGROUNDS-11222024-CR**. No other distribution of the proposal shall be made by the offeror.
2. An authorized representative of the offeror shall sign the Proposal. All information requested should be submitted. Failure to submit all information

requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

3. Proposals shall be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
5. Ownership of all data, materials, and documentation originated and prepared for the RFP shall belong exclusively to Johnston County Public Schools. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate PDF file labeled "Proprietary." The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. Additionally, all information shall be transmitted digitally/electronically and shall be the sole property of the Johnston County Public School District and shall be of a format to allow the district to use as baseline analysis data for future updates.
6. Small, Minority, and Women Businesses - (SBE, MBE, and WBE –small business utilization) Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the Johnston County Public School Board, participation of such enterprises is encouraged.

B. Specific Proposal Requirements:

Proposals should be as thorough and detailed as possible so that Johnston County Public Schools may properly evaluate your capabilities to provide the required services as indicated on page 13. This portion will be satisfied with the following information:

1. Brief summary of the firm's history and philosophy as it relates to this RFP. Include resumes of owner or major officers.
2. Identification of the team and background of participants.
3. References.
4. Discuss your approach and methodology.

XI. OTHER EVALUATION AND AWARD OF CONTRACT CRITERIA

A. Award of Contract

The award document will be a contract incorporating by reference, all of the requirements, terms, and conditions of the RFP and those items accepted and /or negotiated from the firm's proposal.

Johnston County Public Schools shall not be required to furnish a statement of the reason why a bid was not deemed the most advantageous, nor why a firm was not considered fully qualified. The award of any contract shall be at the sole discretion of Johnston County Public Schools. The award shall be based upon the evaluation of information submitted, and any subsequent information required or solicited that may be required in clarifying or understanding information provided by the submitter in their bid and the criteria established. Johnston County Public Schools reserves the right to accept or reject any or all bids in part or whole and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest for Johnston County Public Schools.

5. After selection of qualified firms, informal interviews may be conducted to clarify information submitted, elaborate on qualifications, and/or to respond to any other information relative to the submittal. Subsequently, Johnston County Public Schools will rank all selected firms and will conduct negotiations with the firm(s) deemed most meritorious (number one ranked firm first). An award will be made to the firm whose offer is considered to be the most advantageous to Johnston County Public Schools at a fair and reasonable price.
6. The award document will be a contract incorporating by reference, all of the requirements, terms, and conditions of this RFP and those items accepted and/or negotiated from the firm's proposal.
7. Johnston County Public Schools shall not be required to furnish a statement of the reason why a proposal was not deemed the most advantageous, or why a firm was not considered to be fully qualified.
8. The award of any contract shall be at the sole discretion of Johnston County Public Schools. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be required in clarifying or understanding information provided by the submitter in their proposal

and the criteria established.

9. Johnston County Public Schools intends to award a contract to the submitter whose proposal is most advantageous to the school system with respect to price, conformity to the conditions, specifications and other factors as outlined herein. However, the right is reserved to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of Johnston County Public Schools.
10. An award will be made in the areas and as outlined in this RFP.
11. Direct contact with any School Board employee, without the expressed permission of the Contract Officer (page one of this document) or his or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.
12. After an award is made, or a decision to make an award is made, public records request must be made for any information in reference to this bid. Requests can be made by submitting in writing to our Public Information Department during normal business hours (Monday–Friday 8:00 a.m. to 4:00 p.m.).
13. The contract will be presented to the School Board at the next scheduled board meeting if required in accordance with the law and board policy.
14. Johnston County Public Schools is requesting that participants be willing to enter into immediate negotiations and finalize a contract in the shortest time possible.

Factors other than Price in Award Decision

15. Quality of Service references that attest to others’ specific experiences.
16. Timely completion of previous contracts or services.
17. The sufficiency of financial resources and its impact on the ability of bidders to perform the contract.
18. Substantial compliance or noncompliance with specification set forth in bid.
19. Johnston County Public Schools reserves the right to make an award that best serves the interest of the school system as determined by the School Board or its’ designee.

XIII. General Terms and Conditions

See Johnston County Public School Board Conditions and Instructions contained elsewhere in this RFP

XIV. Special Terms and Conditions

A. Contract term

The initial term of the resulting contract will be for one (1) year with four one (1) year renewal options. Both parties must agree to any extensions.

B. Change Orders

Before any work under this agreement shall qualify as additional work, the contractor shall notify Johnston County Public Schools in writing of the intention to treat certain work, if performed, as additional work and the reasons therefore. If written notice is not given, no claim for additional work will be honored. Notice by contractor shall not be construed as proving the validity of the claim. When the Board agrees that particular work identified by the contractor's written notice is additional work, or when Johnston County Public Schools and contractor otherwise conclude mutually that a change in the original agreement is necessary, the parties will execute a Change Order specifying the scope of work and the schedule for both the work and additional payment agreed to by the parties. No oral agreement or directive regarding additional work, or a change in the terms of this agreement by an employee of the Board, shall be binding on Johnston County Public Schools.

C. Cancellation of Contract

Johnston County Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, for any reason or for no reason, without penalty, upon 30 days written notice to the Contractor. Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

In the case of default by the successful bidder, or failure to deliver services offered in a timely manner, the Johnston County Public Schools and or any single Director may terminate the purchase order and/or contract and after due notice (written only) may procure them from other sources and hold them responsible for excess cost occasioned thereby.

No bid may be withdrawn by the bidder after the time and date set for opening, unless specified within the bid.

Any of these cancellations without following procedures outlined in this document could lead to future bidding privileges being affected.

D. Drug-Free and Tobacco-Free Workplace

The contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on Johnston County Public Schools property are prohibited:

1. The use of tobacco products.

2. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
3. Any impairment or incapacitation from the use of alcohol or other drugs (except the use or drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by Johnston County Public Schools in addition to any criminal penalties that may result from such conduct.

E. Subcontracts

- a. No portion of the work shall be subcontracted without prior written consent of Johnston County Public Schools. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Johnston County Public Schools with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

F. Notice to Contractors: Criminal History Record Checks Required

- a. Each Contractor employee who has been convicted of a felony or a misdemeanor involving (i) sexual assault, (ii) obscenity and related offenses, (iii) drugs, (iv) moral turpitude, or (v) the physical or sexual abuse or neglect of a child, or an equivalent offense in another state, shall not take part in any activity in which they would have contact with Johnston County Public Schools students.

G. Other Terms and Conditions

- a. Johnston County Public Schools reserves the right granted to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such a low bid exceeds the agency's available funds. In determining when such negotiations may take place, the term "available funds" shall mean those funds that were budgeted by Johnston County Public Schools.
- b. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive bidder that the bid exceeds the available funds and the agency wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by Johnston County Public Schools and the lowest responsive, responsible bidder.
- c. Nothing herein is intended to exclude any responsible vendor, services, or in any way restrain or restrict competition. On the contrary, all responsible vendors are

encouraged to participate in the bid process.

**ATTACHMENT A
COST PROPOSAL**

1 Year with Optional four (4) one-year renewals indicate zone and price for each zone, indicate total cost for each year to include optional renewal years (5 Years total) Bidders may attach their quote but must indicate Yearly cost per zone and yearly cost for zones bid on. Indicate the cost per year for each optional year renewal as well.

Please use the table below to list pricing. [Linked](#) here is a google spreadsheet that can be used to as bidder's Attachment A.

ATTACHMENT A - COST PROPOSAL						
	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Zone 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Please note this is not a set five year contract it is a one year contract with four (4) optional one year extensions. Please indicate pricing for each year and indicate yearly pricing per zone if there is a pricing change.