



Johnston County Public Schools
Facility Services
REQUEST FOR PROPOSALS
Temporary Custodial Staffing
RFP No. 200-JCPSFS-TEMP-082024-CR

Point of Contact: Dewey Baker, Custodial Services Coordinator

Email: deweybaker@johnston.k12.nc.us
Office: 919-934-2021 ext. 7105 Fax: 919-989-7769

DEADLINE FOR SUBMISSION OF PROPOSALS:
August 20, 2024 by 12:00PM

NOTICE TO BIDDERS

All bids are required to be **SEALED** and received by Johnston County Public Schools, Purchasing Department located at Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577, **RFP No. 200-JCPSFS-TEMP-082024-CR**, Attn: Cynthia Rivera no later than **Tuesday, August 20, 2024 at 12:00PM** (local time).

All replies must reference **RFP No. 200-JCPSFS-TEMP-082024-CR**

NOTE: RFP No. 200-JCPSFS-TEMP-082024-CR and Vendor Name, must be present and visible and clearly labeled on the OUTER shipping package/container/envelope otherwise the bid will be rejected. Refer to page 13 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this Invitation for Bids will not be accepted.

**Historically Underutilized Businesses are encouraged to bid*

**Johnston County Public Schools
REQUEST FOR PROPOSALS
Temporary Custodial Staffing**

Request

Johnston County Public Schools, North Carolina (“JCPS”) is seeking proposals for qualified companies to provide temporary custodial worker positions for the schools who have vacant custodial positions and on an “as needed” basis.

Obtaining a request for proposal

This RFP is available to all qualified companies. Copies of this RFP can be obtained from JCPS or by emailing Dewey Baker at deweybaker@johnston.k12.nc.us

Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing by **Wednesday, August 14, 2024**. All questions must be sent to Dewey Baker via email to deweybaker@johnston.k12.nc.us subject line must reference **Questions RFP NO. 200-JCPSFS-TEMP-08202024-CR**. Responses to these questions will be provided **no later than Thursday, August 15, 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.

Submission of Proposal

To receive consideration, sealed bids shall be submitted, an original and two (2) copies of the proposal (3 copies total) to Johnston County Public Schools, Purchasing Department located at Simpson’s Building, 2320 US HWY 70 Business East Smithfield, NC 27577, RFP No. 200-JCPSFS-TEMP-08202024-CR Attn: Cynthia Rivera, **no later than 12:00 P.M. on Tuesday, August 20, 2024** at which time they will be publicly opened. Bidders are welcome to attend the bid opening but bidder presence is not required and no weight or other consideration toward any award decision will be given to any bidder’s attendance or absence at the bid opening. The time/date recorder located at Johnston County Public Schools, Purchasing Department located at Simpson’s Building, 2320 US HWY 70 Business East Smithfield, NC 27577 will be used to record the official time of receipt. **RFP No. 200-JCPSFS-TEMP-08202024-CR and Vendor Name, must be present and visible and clearly labeled on the OUTER shipping package/container/envelope otherwise the bid will be rejected. Refer to page 13 for proper mailing instructions.**

The vendor is responsible to deliver the sealed proposal in a sealed envelope to the correct location and on time. **Late submissions will not be considered**. They will be returned unopened to the Vendor.

Schedule of Events

EVENT	DATE/TIME
Public Notice	8/12/2024
Submit Questions to deweybaker@johnston.k12.nc.us	8/14/2024
Responses to questions provided to bidders via this LINK	8/15/2024
Bid Documents Due	8/20/2024 by 12:00pm
Public Bid Opening	All sealed bids will be publicly opened on August 20, 2024 at 12:00pm

Summary

The intent of this RFP is to find a Temporary Custodial Staffing company(s) to help provide temporary staffing for JCPS vacant custodial positions and on an “as needed” basis. Contractor(s) shall assign qualified individuals to JCPS Facility Services to perform custodial work in schools with custodial vacancies. The number of temporary staff needed at a given time period is determined on the amount of custodial vacancies, with a minimum of 41 individuals and a maximum of 75 individuals. The temporary staff will typically work an eight hour day with a maximum of 40 hours per week. Temporary staff will not work overtime hours. Temporary custodians provided by the contractor must have the background and experience to provide basic and routine custodial services including cleaning, mopping, sweeping, emptying trash, moving furniture, and minor maintenance. Temporary custodians will need to be trained on how to use equipment.

This is a Cost plus Fixed Fee for Service (FFS) contract where the cost is the amount paid to the temporary worker and the fixed fee is the contractor’s fee. In an effort to assure equality of pay for all temporary custodial workers, the rate to be paid to the temporary custodian worker has been set at \$13.00 per hour. The fixed fee that is charged to administer the contract includes all costs to the contractor for hiring. This includes the cost of criminal background checks, processing new hires, paying employment taxes, health benefit fees (ACA surcharge) and any fees incurred and profit to the company. The total hourly rate is the total amount including payment to the temporary custodian and the contractor’s fixed fee for providing this service. The total hourly rate will be firm for the length of this contract. However, in the event that the state or federal minimum wage is increased during the term of this contract, the hourly rate paid to temporary custodian workers may be increased to comply with state and/or federal mandates. The fixed fee for service may be adjusted, by

mutual agreement, only by the amount of the increase in employment taxes resulting in an increase in the hourly rate.

Successful bidders will need to have a pool of at least 41 temporary custodian workers screened and ready to report to work on the first day of the contract.

Requirements for Temporary Custodian Worker Position:

1. Temporary custodian workers shall have a time card with them and Head Custodians will record the time daily, sign, and date the time card. The Head Custodian shall keep a copy on file at the school site.
2. Hands on training will be provided at a central location or the school site by the Head Custodian, employees, and the Lead Custodian.
3. Start/End times to report to work will depend on the school site needs. Employees who work an 8 hour day will be scheduled for either a 30 minute or hour long lunch.
4. Temporary Custodian Workers shall be dressed professionally and will provide their own uniform:
 - **Uniform** - The uniform consists of shorts that come within 3” of the knee or pants, closed toe shoes, and a plain shirt. No logos/designs other than JCPS branded. If available, the custodian worker will be issued a JCPS shirt to be worn. If the custodian worker is no longer assigned to a JCPS school, he/she must return the JCPS-issued shirts to the contractor immediately.
 - **Facial Hair** - (mustaches, beards, goatees, and sideburns) shall be short, clean and well trimmed.
 - **Makeup** - No excessive makeup. Glitters, sparkles, and false eyelashes are prohibited.
 - **Nails** - Fingernails are to be kept short, trimmed, filed, and clean.
 - **Jewelry** - May be worn but should not interfere with cleaning or other work duties.
 - **Earbuds/Cell Phones** - One earbud that fits securely around the ear is acceptable when students are not on campus at the Head Custodian’s discretion. No headphones or unsecured earbuds are allowed. Cell phones must be placed in the designated “parking spot” or break room area and should not be used during work hours.
 - Temporary custodians must arrive at the designated school site on time each day and complete their full shift. Workers shall communicate with the Head Custodian if they will be absent, will arrive late, or need to leave early.
 - A set of keys will be provided to temporary custodians and must be left on site. Keys are never to be taken home by temporary custodians.
 - Temporary custodians must adhere to all JCPS policies.

Temporary Custodian Worker Skill Requirements:

1. Simple arithmetic and reading skills. High school diploma or equivalent preferred but not required.

2. Able to communicate positive and effectively with students, staff, visitors, and parents.
3. Manual skills for cleaning, mopping, washing, and picking up debris.
4. Mechanical skills to safely operate equipment
5. Able to lift a minimum of 25 lbs. and no greater than 50 lbs. without assistance.
6. Able to climb a ladder and work with hands above one's head while standing on a ladder.
7. Frequent movement at a fast pace.

Pre-Employment Requirements:

1. JCPS-approved health form signed by a medical professional
2. Documentation of a negative TB test
3. Criminal background check. JCPS requires every temporary custodian worker to be continuously screened for criminal background, security and protection purposes including: National Criminal and National Sex Offender Data Search, including a 24 hour Guardian Service of Criminal Records

Award, commencement, and continuation of any contract is contingent upon successful contractor(s) agreeing that its employees that are assigned to provide services hereunder shall be subject to Johnston County Public Schools current background check procedures that are applicable to Johnston County Public Schools Custodian employees.

Contractor will collect and provide to JCPS personal information on their employees necessary to complete background checks and monitoring, such as, but not limited to, social security numbers, driver's license numbers, birthdates, etc. as determined by JCPS. JCPS reserves the right to change background check providers at any time, and contractor(s) agree to comply with any new JCPS requirements; however, requirements will only parallel the exact information screened for, and/or collected on JCPS employees.

As required by state and federal requirements, the results of criminal background checks will be reported by the contractor(s) directly to JCPS prior to a temporary custodian worker's prior employment in a school.

Procuring and Administrative Responsibilities:

The RFP is issued by Johnston County Public Schools, Purchasing Department. The person responsible for managing the procurement process and contract administration is Cynthia Rivera, Director of Purchasing, 919-934-6032, ext. 8065, cynthiarivera@johnston.k12.nc.us

Term of Contract

This RFP is issued with the intent of entering into a contract to procure Temporary Employment Services for Custodians at various school sites within Johnston County Public Schools from October 1, 2024 through September 30, 2025. Johnston County Public Schools

and the Bidder shall have the option to renew the contract for four (4) additional one-year periods. At each bid renewal the contractor will meet with district personnel to review the contract. Contract renewal will be contingent on the contractor satisfactorily fulfilling the requirements of the contract and agreeing to review the RFP at the original quote except that the hourly rate paid to temporary custodian workers may, by mutual agreement, be adjusted to be competitive with the market and any increase in employment taxes that results from an agreed upon increase in the hourly rate may be added to the fixed fee for service. Any amendment or modification of the agreement shall be null and void, unless it is contained in writing signed by both parties.

Johnston County Public Schools has the right to cancel the contract if the contractor fails to perform. The cancellation will provide 45 days notice during which time both parties will continue to uphold the terms and conditions of the contract.

Johnston County Public Schools has the right to cancel the contract without cause if deemed in the best interest of Johnston County Public Schools. The cancellation will provide 90 days notice during which time both parties will continue to uphold the terms and conditions of the contract.

After 90 days (360 hours) of employment, the temporary custodian may be considered for permanent employment with JCPS. The temporary agency must agree to release employees selected for permanent employment with no fees being charged to the employee or the employer.

Vendor Responsibilities:

1. The contractor(s) shall comply with all rules and regulations related to equal employment opportunities, Affirmative Action Programs, and the American Disabilities Act.
2. The contractor(s) must pay all federal, state, and FICA, as well as maintain all appropriate insurance coverage including Workman's Compensation.
3. The contractor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the School District sites.
4. The contractor's personnel are forbidden to consume alcohol, use tobacco, or possess firearms on school property at any time.
5. The employment of unauthorized aliens by the Contractor is considered a violation of Section 247A(e) of the Immigration and Reform and Control Act of 1986. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause of cancellation of the Contract.

Billing and Accounting:

1. Invoices shall be issued for the total amount of Temporary custodians assigned for JCPS.
2. Invoices should be sent directly via email by the 5th of each month to:
Attn: Kristine Solomon
Accounts Payable
919-934-2021 ext. 7010
kristinesolomon@johnston.k12.nc.us

Preparing and Submitting a Proposal:

General Instructions

The evaluation and selection of a contractor(s) will be based upon the vendor's proposal, Qualifications, and references. Failure to respond to each of the requirements in the RFP may be the basis for rejecting the proposal. Elaborate proposals (ex. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary nor desired.

Proprietary Information

Informal quotes received under N.C.G.S. 143-131 are confidential, and not subject to public inspection until the purchase order is awarded. (contract)

Incurring Cost

Johnston County Public Schools is not liable for any cost incurred by proposers in replying to this RFP.

Right to Reject Proposals and Negotiate Contract Terms

Johnston County Public Schools reserves the right to reject any and all proposals and to waive irregularities and technicalities. The judgment of the Johnston County Public Schools on such matters shall be final. Johnston County Public Schools further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract.

Proposal must include the following:

Proposal Format

Responses must follow the format outlined below. Johnston County Public Schools may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format. Responses should be divided using tabs to separate each section, listed sequentially as follows:

Responsiveness to JCPS Request

The vendor shall include the vendor's detailed concept for provision of all services identified herein, including the following components:

- Vendor will recruit, interview, employ, ensure compliance with I-9 and/or E-Verify requirements, and otherwise use its customary screening procedures including drug testing and background checks when determining which individuals to assign to JCPS as temporary custodians with the skills, and when determining which individuals to assign to JCPS as temporary custodians with the skills, qualifications and performance to match the needs and standards of the JCPS (Temporary Custodian Workers).
- Vendor will maintain all personnel and payroll records for each Temporary Custodian Worker as required by applicable law. Vendor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
- Vendor will be responsible for paying each Temporary Custodian Worker all wages owed and shall also provide each Temporary Custodian Worker with the benefits that Vendor decides to offer to them, in its sole discretion, if any, except Vendor shall comply with all state and federal employment laws and other requirements. Vendor shall be responsible to pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and will oversee unemployment and workers' compensation claims involving its Temporary Custodian Workers.
- The Temporary Custodian Workers will be expected to and qualified to perform the following work:
 - Follow Head Custodian's posted work schedules daily
 - Follow directions for using and mixing cleaning products
 - Assist in all areas of cleaning, as designated by the Head Custodian
 - Follow all safety procedures for cleaning, chemical, and equipment use
 - Emptying waste baskets and replacing trash liners in classrooms, offices, bathrooms, and other spaces
 - Taking trash and recycling out daily and frequently to designated dumpsters
 - Cleaning and sanitizing counters, sinks, and water fountains
 - Sweeping and mopping floors
 - Vacuuming carpets and mats
 - Sweeping entrances
 - Removing trash from grounds
 - Conduct security checks of exterior doors throughout the school day
 - Securing the building by checking doors and windows each night
 - Cleaning window glass, glass partitions, window sills, and blinds
 - Clean and sanitize toilets, urinals, bathroom sinks, mirrors, and walls/partitions
 - Dust horizontal surfaces such as blinds, cabinets, desks, and bookshelves

- Cleaning carpets
- Snow and ice removal
- Cleaning of the tables, seats, and floors in the cafeteria
- Replacing paper products, such as toilet tissue and paper towels, and soap in restrooms

Organization Capabilities

Provide a brief history of the company and the present organization structure of the firm, describing the management organization and this project's coordination structure.

Personnel Qualifications

Provide a brief description for each of the key personnel who would be assigned to the project, including their years of experience with your company. Indicate who will be the company's primary point of contact. **Attachment B**

Proposer References

Proposers must include in their RFP a list of three organizations, including points of contact (name, title, address, fax number, email address, and telephone number), which can be used as references for work performed in the area of service required. The organizations should be similar in size and nature to Johnston County Public Schools Custodial Vacancy Needs (45 - 72 individuals to fill positions amongst 51 sites). A brief description of the services provided shall accompany each reference. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be used in scoring the written proposals. **Attachment C**

Methodology

The vendor shall describe in detail the methodology and procedures that will be used to meet the requirements of the RFP. This should include planning, coordination, problem solving, and technical assistance support.

Fee Proposal

The fee proposal (**Attachment A**) shall be completed **based on your employee's pay rate at \$13/hour with your bill rate per hour**. The proposal must list all fees or charges to be paid by JCPS in connection with the Temporary Custodial Staffing services described in this RFP.

Letter of Transmittal

Provide a letter of transmittal including the required information:

- Identification of the vendor, including name, address, telephone number, fax number, and e-mail address

- Location of the office from which service will be provided, including hours of operation
- The signature of an officer of the Vendor authorized to bind the Vendor
- The name, contact information, and hours of operation of the individual who serves as the point of contact for this solicitation, and
- Summarize your company's ability to meet the needs of JCPS for temporary custodial staffing

Address the letter to JCPS Custodial Coordinator, Dewey Baker.

Financial and Insurance Information

Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

Vendor shall maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work by the vendor, agents, representatives, employees, or subcontractor.

Processing of Proposals

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.

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.

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.

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.

JCPS 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

EXECUTION

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids will not be accepted.

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (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.

Bidder Guarantee of Pricing, Terms and Conditions

Bidder acknowledges that all pricing and information contained within are accurate and guaranteed by signing below:

(Must be signed by a representative having legal authority to submit bids on behalf of the company)

Vendor Name: _____

Address: _____

Phone No. _____

Email Address: _____

WEB Address: _____

Has your company been debarred, suspended, or otherwise excluded or ineligible from doing business with either the State or Federal Government? Yes _____ No _____

Vendor Authorized Signature: _____ Date: _____

Please Print Name: _____

JCPS Not Liable for Any Pre-contractual Expenses

In no event shall JCPS be liable for any expenses incurred in the preparation of a Vendor's proposal.

Notification of Successful Vendor.

Vendors shall be notified as soon as possible by Cynthia Rivera following approval by the Johnston County Board of Education at a regular scheduled board meeting.

Selection of Vendor.

1. Qualifications:

The Vendor(s) must show evidence of its technical capability in the services identified in this RFP. The Vendor(s) shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

2. Criterion for Selection of Vendor to Negotiate an Agreement:

JCPS will analyze the following criterion in selecting a Vendor:

- Services
- Qualifications
- Cost
- Ability to meet service expectations
- Experience with related programs
- References
- Completeness of the proposal

Billing and Customer Service

A. Invoices

The Vendor will bill JCPS on a monthly basis. JCPS shall make payment of the approved amount due under the invoice within thirty (30) days of receipt of a correct invoice. JCPS and Vendor shall cooperate in providing the necessary information and billing on a timely basis so payment may be made.

B. Resolution of Disputes

Any disputes that may arise will be governed by North Carolina law. Venue for any litigation shall be in Johnston County.

MAILING INSTRUCTIONS

Mail one original executed bid document and two (2) copies of your proposal (3 total). Bids should be completely sealed and sent to JCPS Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577 RFP No. 200-JCPSFS-TEMP-08202024-CR Attn: Cynthia Rivera, **no later than 12:00 P.M. on Tuesday, August 20, 2024.** at which time they will be publicly opened. RFP No. 200-JCPSFS-TEMP-08202024-CR and Vendor Name, must be present and visible and clearly labeled on the **OUTER** shipping package/container/envelope otherwise the bid will be rejected. Address envelope as shown below. It is the sole responsibility of the bidder to have the bid in this office before the specified time and date of bid opening.

DELIVER TO:

Johnston County Public Schools
Simpson Building
RFP No. 200-JCPSFS-TEMP-08202024-CR
Attn: Cynthia Rivera
2320 US HWY 70 Business East
Smithfield, NC 27577

**RFP number and Vendor Name must be
clearly written on OUTER envelope
FAILURE TO INCLUDE BID NUMBER AND
VENDOR NAME ON OUTER ENVELOPE MAY
CAUSE BID TO BE CONSIDERED
NONRESPONSIVE**

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
663059712. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for bids, the specifications. Johnston County Public Schools ("JCPS") objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
663059713. **DEFINITIONS:**
- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Invitation for bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
663059714. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
663059715. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
663059716. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
663059717. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
663059718. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
663059719. **RECYCLING AND SOURCE REDUCTION:** It is the policy of JCPS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of JCPS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
663059720. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser 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 JCPS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
663059721. **ACCEPTANCE AND REJECTION:** JCPS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
663059722. **REFERENCES:** JCPS reserves the right to require a list of users of the exact item offered. JCPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
663059723. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to JCPS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by JCPS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by JCPS or the bidder, JCPS reserves the right to accept any item or group of items on a multi-item bid. JCPS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, JCPS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by JCPS to be pertinent or peculiar to the purchase in question.

663059724. **HISTORICALLY UNDERUTILIZED BUSINESSES:** JCPS 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.
663059725. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, JCPS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. 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.
663059726. **SAMPLES:** Sample of items, **when required**, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become JCPS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
663059727. **AWARD PROCEDURES:** Contract award notice shall be posted on JCPS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
663059728. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Johnston County Public Schools Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to JCPS. Unless formally waived by JCPS, the existence of a family relationship covered by this Contract is grounds for immediate termination by JCPS without further financial liability to the Bidder.
663059729. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, JCPS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. JCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to JCPS.
663059730. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing JCPS, indicating the specific regulation which required such alterations. JCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
663059731. **TAXES:** Any applicable taxes shall be included. G.S. 143-59.1 bars the JCPS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
663059732. **SITUS:** The place of this contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
663059733. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
663059734. **INSPECTION AT BIDDER'S SITE:** JCPS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for JCPS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
663059735. **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 Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) or check from other customers.
663059736. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
663059737. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
663059738. **PATENT:** The Bidder shall hold and save JCPS, 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 JCPS or disclosure of any information pursuant to the NC Public Records Act.

663059739. ASSIGNMENT: No assignment of the Bidder's obligations nor the Bidder'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 Bidder, JCPS may:

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

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

663059740. INSURANCE:

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers Compensation laws. Employer's Liability - At least

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

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

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

663059741. GENERAL INDEMNITY: The Bidder shall hold and save JCPS, 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 Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against JCPS agents who are involved in the delivery or processing of Bidder goods to JCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

663059742. CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

663059743. QUANTITIES (TERM CONTRACTS ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

663059744. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY): Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Bidder to other customers.

- a. **Notification:** Must be given to JCPS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** JCPS shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with JCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by JCPS shall occur not later than 15 days after the receipt by JCPS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

663059745. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
663059746. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder 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 Bidder'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 Bidder 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 Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder 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 Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder 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. Bidder 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 Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder 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 Contract. Bidder 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 Contract. JCPS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if JCPS 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.
663059747. **ACCESS TO PERSONS AND RECORDS:** JCPS auditors shall have access to any records as a result of this bid or the Contract. JCPS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
663059748. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder 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. Bidder 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. Bidder 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.
663059749. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder 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.
663059750. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, 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 Contract, 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.

JCPS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employees conducting business transactions on the behalf of the Johnston County Public Schools hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Johnston County Public Schools.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Johnston County Public Schools System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Johnston County Public Schools facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Johnston County Public Schools.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

Gifts to Employees:

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

JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE

PURPOSE

To insure fairness and to promote open competition, Johnston County Public Schools shall be consistent in responding to an offeror's protest over contract awards..

PROCEDURE

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

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

The protest must be addressed to the Director of Purchasing and must include all the following information:

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

After careful consideration of all relevant information the Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

CONTRACT PROVISIONS

By submission of a proposal, the Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

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

Posting with the Local Employment Security Commission

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

Required Contract Provision to Implement ARRA/RttT Section 902

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

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

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

Authority of the Inspector General provision

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

Buy American provision

Section 1605 of the ARRA/RttT requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

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

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon fund availability or required state matching funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

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

Federal, State and Local Tax Obligations

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

Anti-Discrimination and Equal Opportunity

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

Office of State Budget and Management Access to Records

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