



Memorandum From Purchasing Department

*Letter of Instruction For RFP #251-27-106*

To: Prospective Parties

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

- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to Patrick Harris, [bids-pharris3@wcpss.net](mailto:bids-pharris3@wcpss.net)
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject all offers when such rejection is deemed to be in the best interest of WCPSS.
- Submit one (1) signed, original executed proposal responses, and 1 electronic copy (flash drives only -emails not accepted) of your proposal simultaneously to the address identified below.  
Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.
- All required documents should be completed and returned with your package.
- You must be registered with the NC Secretary of State and in good standing in order to contract with WCPSS. If you need additional information, please inquire prior to submitting your proposal.
- It is an absolute requirement that you be in good standing and not debarred by the local, state or federal government as it pertains to doing business with the Wake County Public School System.
- Vendors are cautioned that when listing miscellaneous supplies as additional costs for preventative maintenance and repair services that they should not include common shop items for hand cleaning, spill mats, etc. These items are considered a vendor cost of doing business and should not be included in the district's costs.
- When submitting information for trip charges vendors will be required to maintain a mileage log that relates only to the district's service calls. For example, to and from vendor's business address and shall not include commute times for technicians that involve travel from their place of residence. Mileage will be calculated based on the vendor's business address only.



## Request For Proposal #251-27-106

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

Proposals will be publicly opened: 5-11-26, 2:00 pm

Contract Type: Open Market Term Contract

**Refer ALL Inquiries to:** Patrick Harris  
Telephone No: 919-588-3459

Commodity: 920-  
Quarterly PM Service and Repair of Forklifts and Battery-  
Operated Pallet Jacks

E-Mail: [bids-pharris3@wcpss.net](mailto:bids-pharris3@wcpss.net)

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

### NOTICE TO VENDORS

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

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

### EXECUTION

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

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

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

Offer valid for 60 days from date of proposal opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

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

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

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

<b><u>DELIVER TO:</u></b>
PROPOSAL NO. RFP 251-27-106
Wake County Public School System
Purchasing Department
1551 Rock Quarry Road – Bldg. F
Raleigh NC 27610-4145

**RFP SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFP	WCPSS	4-23-26
Questions submitted to bids-pharris3@wcpss.net <b>(Reference RFP # in subject line)</b>	Vendor/WCPSS	4-27-26, 1:00 pm
Provide Response to Questions	WCPSS	4-28-26, 1:00 pm
Submit Proposals	Vendor	5-11-26, 2:00 pm

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s).

Written questions shall be emailed to at date and time specified above. Vendors should enter “RFP #251-27-106 Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

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

## Proposal Evaluation

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

The quarterly preventative maintenance of forklifts, pallet jacks and potential repairs to forklift services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

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

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

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

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

## 1.1 Background and Project Objectives

### 1.2 Background

- 1.2.1 WCPSS is requesting pricing proposals for the preventative maintenance service and repair of forklifts and battery-operated pallet jacks as described herein.

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

#### 1. Purpose

The Wake County Public School System (WCPSS) is soliciting proposals from qualified vendors to provide comprehensive preventative maintenance and repair services for district-owned forklifts and battery-operated pallet jacks as identified in Attachment A.

The intent of this RFP is to secure a vendor that can deliver a fully inclusive preventative maintenance program, ensure regulatory compliance, and provide transparent, pre-approved repair services.

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#### 2. Scope of Services

The selected Vendor shall provide all labor, supervision, tools, equipment, materials, travel, and incidentals necessary to perform preventative maintenance and repair services on forklifts owned by WCPSS. Itemized invoices are required before payment is made.

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#### 3. Preventative Maintenance (PM) Services

##### 3.1 Pricing Structure

- Vendor shall provide **one all-inclusive fixed price** for preventative maintenance services.
  - The all-inclusive PM price must include:
    - Labor
    - Travel time and Mileage (as permitted per Letter of Instruction)
    - Shop supplies (District will not pay for supplies that do not directly align with the actual equipment. For example, hand cleaner, tool cleaner, etc. will not be approved for payment.
    - Administrative costs
    - Return trips
  - Additional charges for shop supplies, fuel, return trips, or similar incidental expenses will not be accepted.
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### 3.2 OSHA Compliance

Preventative maintenance services must meet or exceed all applicable requirements of the Occupational Safety and Health Administration (OSHA) governing powered industrial trucks and battery-operated pallet jacks.

Vendor shall ensure all forklifts and battery-operated pallet jacks remain compliant with OSHA operational and safety standards following service. Documentation is required for each piece of equipment.

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### 3.3 Preventative Maintenance Checklist Requirements

Vendor shall provide a detailed inspection and service checklist with each PM visit. At minimum, the checklist shall include:

#### **Forklifts (Quarterly)**

- Inspection of forks, mast, lift chains, rollers, and carriage
- Hydraulic system inspection (hoses, cylinders, fittings, leaks)
- Engine and/or electric motor inspection
- Transmission and drive components
- Steering and braking systems
- Electrical systems and wiring
- Battery and charging system (for electric units)
- Tires and wheels
- Fluid levels and condition
- Lubrication of all required components
- Safety systems including:
  - Horn
  - Lights
  - Backup alarm
  - Seatbelt
  - Warning labels
- Operational testing and performance verification

Vendor shall provide a written service report after each visit detailing:

- Model and Serial Number
- Date of service
- Checklist results
- Equipment condition
- Deficiencies identified

- Recommended corrective actions

### **Battery Operated Pallet Jacks (Quarterly)**

Vendor shall provide a detailed checklist for the following quarterly services:

- Electrical System
- Mechanical Components
- Structural Inspection
- Motor Service
- Emergency Stop (E-Stop) / Power Disconnect Button

Vendor shall provide a written service report after each visit detailing:

- Model and Serial Number
- Date of service
- Checklist results
- Equipment condition
- Deficiencies identified
- Recommended corrective actions

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## **4. Repair Services (Outside Preventative Maintenance) (Forklifts and Battery-Operated Pallet Jacks)**

### **4.1 Quote and Approval Requirements**

- All repairs outside the preventative maintenance scope require a written quote.
- No repair work shall begin without prior written approval from WCPSS.
- Contractors must sign in and out at the front office at each site when performing work to document time on site.

### **4.2 Repair Pricing Requirements**

Repair quotes must:

- Be fully inclusive of labor, travel, mileage (per Letter of Instruction), fuel, and shop supplies.
- Not include additional administrative or incidental charges.
- Identify parts separately and clearly and not exceed reasonable % mark up from MSRP pricing. Vendor shall provide the % markup when responding to this request. District reserves the right to purchase parts from additional sources and request installation at the agreed upon service rates.

The District will not accept repair quotes that include additional charges for:

- Shop supplies
- Fuel
- Travel time
- Return trips

Exception: Unique or specialty parts may be quoted separately if pre-approved by WCPSS.

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#### **4.3 Return Visits**

If the Vendor returns to a site to correct incomplete, unsuccessful, or deficient work:

- WCPSS shall not be billed for additional parts, labor, travel, or time associated with the return visit.
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#### **5. Invoicing Requirements**

All invoices and repair quotes must include:

- Forklift Model Number
- Forklift Serial Number
- Detailed description of work performed
- Itemized labor hours
- Itemized parts (if pre-approved)
- Service Date(s)

Incomplete invoices may result in delayed or rejected payment.

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#### **6. Scheduling and Response Time**

Vendor shall provide:

- Proposed preventative maintenance frequency
- Estimated service duration per unit
- Standard repair response time
- Emergency response capabilities (if offered)

All service scheduling shall be coordinated with designated WCPSS personnel to minimize operational disruption.

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#### **7. Vendor Qualifications**

Vendors must:

- Assign trained and qualified forklift service technicians for all work the district requests
  - Demonstrate experience in forklift preventative maintenance and repair
  - Maintain appropriate insurance coverage
  - Comply with all federal, state, and local regulations
  - Follow manufacturer service guidelines and best industry practices
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## 8. Performance Standards

The selected Vendor shall:

- Ensure equipment is safe and fully operational upon completion of service
  - Follow all District site access procedures, including front office sign-in/sign-out
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## 9. Deliverables Summary

The Vendor shall provide:

1. One all-inclusive preventative maintenance price.
2. A detailed preventative maintenance checklist and reporting format.
3. A proposed service schedule.
4. Pre-approved repair quotes prior to work.

Proper documentation with each invoice

### 5.0 Deadline for proposal submittal

#### 5.1 Deadline

**5.1.1** The proposals are due no later than May 11 , 2026 at 2:00 p.m. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

TERM: Contract shall begin July 1, 2026 for one year based on terms and conditions listed herein. WCPSS retains the option to extend this contract at it's sole discretion for an additional two (2) one (1) year periods at the same cost.

## 6.1 Terms and Conditions

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.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) 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.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an 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.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **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.
6. **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.
7. **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.**
8. **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 sketches, 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.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS 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 WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **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 WCPSS 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.
11. **ACCEPTANCE AND REJECTION:** WCPSS 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.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **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 WCPSS 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 WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS 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 WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS 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.
16. **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 WCPSS 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.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **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 contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the WCPSS 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.

22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS 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.
25. **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 contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
26. **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.
27. **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.

28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **ASSIGNMENT:** No assignment of the contractor’s obligations nor the contractor’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 contractor, WCPSS may:
- Forward the contractor’s payment check directly to any person or entity designated by the contractor, and
  - Include any person or entity designated by contractor as a joint payee on the contractor’s payment check.
- In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

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

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

- Public liability and Property Damage Insurance** - The Contractor 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

- 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.
- 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 Wake County Board of Education is listed as additional insured on general liability.

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

31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **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.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **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 contractor to other customers.
- Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer’s official notice or other acceptable evidence that the change is general in nature.
  - Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period. **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 WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS 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.
35. **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.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b)

**Gift Prohibition.** Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school system officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. Provider covenants that no director,

employee or agent of Provider, or any other person connected with Provider, has made, offered or given, either directly or indirectly, to any School System Board member, employee, or agent, or to any person connected with the School System, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. Provider agrees that a breach of this provision as identified by the school system may result in the School System's termination of this Contract without liability and/or at the School System's discretion, the recovery of any and all funds paid to Provider pursuant to this Contract. Provider further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, Provider will promptly notify the school system so it can make a determination as to the propriety of the Provider's past or proposed future conduct.

**COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION ARE STANDARD LINES OF COVERAGE REQUIRED FOR ALL WAKE COUNTY BOARD OF EDUCATION (WCBOE) AGREEMENTS**

Type of Insurance	Type of Service	Minimum Insurance Limits
Commercial General Liability (CGL)_ for direct operations, contractual liability and completed operations with limits not less than those stated	All Services	\$1,000,000 each occurrence Including Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate and Medical Expense \$5,000 (any one person)
Commercial Automobile Liability (CAL) including coverage for owned, hired, and non-owned vehicles:  Enhanced Limits Automobile Liability	All Services operating vehicles on WCPSS sites or transporting goods.  Contact WCPSS Risk Management For services that transport Students or Staff  Contact WCPSS Risk Management for Charter/Motorcoach Transportation	\$1,000,000 per occurrence Combined Single Limit each accident.  \$2,000,000 per occurrence Combined Single Limit (for Hired Transportation example EC Transportation, Special Events)  \$5,000,000 per occurrence/Combined Single Limit required for Charter/Motorcoach Transportation Services
Workers Compensation (WC) including Occupational Disease and Employer's Liability Insurance.	All Services Required for any contractor with three or more W2 employees.  Contractors not required by law to carry Workers Compensation may be required to provide proof of or attest the personal health insurance	Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.  Part B: Employer's Liability Bodily Injury by Accident: \$500,000 each accident Bodily Injury by Disease: \$500,000 each employee Bodily Injury by Disease: \$500,000 Policy Limit

**OTHER INDUSTRY TYPES OF APPROPRIATE INSURANCE BELOW OR LIMITS ARE REQUIRED BY WCPSS RISK MANAGEMENT DEPENDING UPON THE SCOPE OF SERVICES**

Professional Liability Insurance (PL) Errors and Omissions (E&O)	Required for any services involving professional services such as architectural and or engineering and design services. May include malpractice insurance if medical or mental health services are provided.	Minimum \$1,000,000.
Sexual Misconduct Liability (SML) /Sexual Abuse/Molestation (SAM)	Required for any provider services when alone with students, including online services involving live chat. For allegations of sexual abuse by policyholders and those employed by them, whether founded or unfounded.	Minimum \$1,000,000.
Cyber Liability (CL)	Required for any service with access to or exchange involving personally identifiable information or software applications.	Minimum Limit requirements \$1,000,000 up to \$5,000,000
Aircraft/Aviation General Liability (AGL)	Required for any services or presentations involving manned or unmanned flight. Most commercial general liability policies will not cover aviation-related exposures.	Minimum \$1,000,000 for each occurrence + WCBOE Policy must be followed and WCPSS Risk Management must approve the flying pre-flight.
Pollution Liability	Required if hazardous waste / harmful substances are being utilized or disturbed.	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate
Commercial Crime Insurance (Included extension to third parties)	Required for contracted services that have access to WCPSS sites while unsupervised example Custodial, Security	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate

## WCPSS Purchasing Department Ethics Policy and Standards of Conduct

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

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

### **Conflict of Interest:**

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

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

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations.

6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

### **Nepotism:**

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

### **Gifts to Employees:**

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

COST AND METHODOLOGY TEMPLATE

Preventative Maintenance (Forklifts)	
Rate per hour – all-inclusive as described	
Additional costs (must describe)	

Unscheduled Maintenance (Forklifts)	
Rate per hour, plus parts and materials as described	
Additional costs (must describe)	

Preventative Maintenance (Battery-Operated Pallet Jacks)	
Rate per hour – all-inclusive as described	
Additional costs (must describe)	

Unscheduled Maintenance (Battery-Operated Pallet Jacks)	
Rate per hour, plus parts and materials as described	
Additional costs (must describe)	

Additional Costs:	

Additional Information From Potential Vendor (information may include work order reporting, points of contact, methodology for service performance, etc.)

Vendor may use this space for additional information.

## Units and Serial Numbers with hours of usage

Make	Model	Serial #	Location and Hours of Usage
Mitsubishi	FGC-15N	AF81F30281	Rock Quarry – 8694.6
Mitsubishi	FGC-15N	AF81F20302	Rock Quarry – 4950.8
Mitsubishi	FGC-18N	AF81F00515	Rock Quarry – 5907.1
Mitsubishi	FGC-25N	AF82F20265	Rock Quarry – 9651.1
Mitsubishi	FGC-15N	AF81F10311	Rock Quarry – 6402.8
Mitsubishi	FG-25N	AF17E22001	Rock Quarry – 779.2
Hyster	S30XM	C010H017925	Poole Rd – 59,117
Toyota	AFGCU15	38987	Poole Rd – 413.9
Ekko	Stacker	792310099783	Rock Quarry – 116.3
JH – Electric Pallet Jack	EJE120	98190758	Rock Quarry
Ekko	FP25F	702307064997	Poole Rd
Ekko	FP25F	202807064994	Rock Quarry
Big Joe – Electric Pallet Jack		4291800800	Rock Quarry
Big Joe – Electric Pallet Jack		4291800806	Rock Quarry
Big Joe – Electric Pallet Jack		4291800799	Rock Quarry
Big Joe – Electric Pallet Jack		4291800841	Rock Quarry
Big Joe – Electric Pallet Jack		4291800837	Rock Quarry

Company Name (include dba): _____
Phone number: _____ Fax: _____ E-mail: _____
Contact: _____
Corporate Office Address: _____
_____

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

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

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

DOT #: \_\_\_\_\_ MC License #: \_\_\_\_\_

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

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

Please affirm that you are registered with the State of North Carolina Secretary of State and approved to do business in North Carolina.

Yes \_\_\_\_\_ No \_\_\_\_\_ Comment: \_\_\_\_\_

Please affirm you have read all terms and conditions contained within and will comply with local, state and federal terms and conditions contained within:

Yes \_\_\_\_\_ No \_\_\_\_\_ Comment: \_\_\_\_\_

**Mandatory Requirement For Submission of Proposal – Must be completed by anyone submitting a proposal**

**HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. (<https://ncadmin.nc.gov/businesses/hub>)

Historically Underutilized Business/MWBE Attachment

**MBE INFORMATION: (Required Form with Submission)**

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration if you are a registered NC HUB vendor.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(check all that apply)

- Black, African American (B)
- Hispanic (H)
- Asian American (AA)
- American Indian (IA)
- Socially and Economically Disadvantaged (SE)
- Female (F)
- Not Applicable

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

Date: \_\_\_\_\_

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

**Identification of Historically Underutilized Business Participation**

**Sub Contractors**

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

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

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

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

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

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

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

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

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

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

HUB Participation Percentage: Total value of Certified HUB sub-contracting = \_\_\_\_\_%

ADD VENDOR FORM WITH W9 Requirement