




Memorandum From Purchasing Department

Letter of Instruction for RFP #251-26-153

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.

- **A pre-proposal conference will not be held.**
- **All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.**
- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions is not permitted and will be grounds for rejection. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to Marcella Calvert at bids-mcalvert@wcpss.net**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Submit one (1) signed, original executed proposal responses and 1 electronic copy (emails not accepted) of your proposal simultaneously to the address identified below.**
- **Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**
- **Vendors must review and initial the check list enclosed to verify that they have submitted the required information and that they have read and agree to the terms and conditions (local, state, and federal) as written.**

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|  WAKE COUNTY PUBLIC SCHOOL SYSTEM | Request For Proposal #251-26-153 | |
| 1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610 | Proposals will be publicly opened: June 11, 2025 at 2:00 PM/ET Contract Type: Agency Specific Term | |
| Refer ALL Inquiries to: Marcella Calvert Telephone No: 919-694-8722 | Commodity: 918-52 - Sanitation System for School Cafeterias | |
| E-Mail: bids-mcalvert@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 pages 2 and 3 for proper mailing instructions.

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

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are 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 (flash drive) of your proposal simultaneously to the address identified above.

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

MAILING INSTRUCTIONS: Mail only one fully executed proposal, unless otherwise instructed, and only one proposal package 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.

DELIVER TO: Marcella Calvert

PROPOSAL NO. RFP 251-26-153
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 | May 29, 2025 |
| Questions submitted to bids-mcalvert@wcpss.net (Reference RFP # in subject line) | Vendor/WCPSS | June 3, 2025 by 3:00 PM/ET |
| Provide Response to Questions | WCPSS | June 5, 2025 by end of business day |
| Submit Proposals | Vendor | June 11, 2025 at 2:00 PM/ET |

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 bids-mcalvert@wcpss.net at date and time specified above. **Vendors should enter “RFP #251-26-153 Questions” as the subject for the email.** Question 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 by the submission deadline date, WCPSS’ response and any additional terms deemed necessary by WCPSS will be posted in the form of an Addendum 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. **Addendums associated with the Invitation for Bid will be posted to the following links and it will be the vendor’s responsibility to adhere to and check these addendums prior to bid submittal:**

<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>
<https://evp.nc.gov/solicitations/>

Vendors shall rely *only* on written material contained in an Addendum to this RFP. By responding to this Request for Proposals all parties are aware that this request is subject to the use of federal funding and requires that special attention be made to the terms and conditions and federal contracting laws as written and presented in this request for proposals.

- Vendors shall provide responses to all questions and complete all attachments for this RFP that require the vendor to provide information. Failure to provide all required items, or vendor’s submission of incomplete items, may result in WCPSS rejecting vendor’s bid, it shall be WCPSS’ sole discretion.

BACKGROUND

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 203 schools serving a student population of approximately 161,000, with approximately 20,000 staff. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

PURPOSE

WCPSS is requesting pricing proposals for a complete Food Service Manual Sanitation System.

SCOPE OF WORK

This Request for Proposal (RFP) is for the purpose of obtaining pricing and ultimately entering into a contract with an interested party to provide a complete Food Service Manual Sanitation System including: Service Specifications, Training Plan including a system of documentation of provided training (to include training agenda, date, signatures of participants, and person presenting the training), Just In Time Delivery of Premeasured Concentrated Detergents, Dispensing Bottles and Related Items for the 2025-2026 school year from July 1, 2025 through June 30, 2026 for the Wake County Public Schools' Child Nutrition Services Program, hereinafter referred to as the School Food Authority (SFA). All school sites within the Wake County Public School System are listed on Form M.

The contract will be between the offeror and the SFA. The offeror shall provide assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the SFA's Child Nutrition Program.

QUALIFICATIONS

- **THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- Vendor will provide sufficient qualified personnel to carry out the project in a timely fashion.
- Vendor may be requested to demonstrate experience in performing similar projects.
- Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.
(Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
(State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

Qualified Vendors must be able to:

1. Vendor employees must be in uniform including name tag/photo ID when on WCPSS property conducting business.
2. Provide chemicals to be used in Commercial Food Preparation Kitchens: Detergent for Hand washing of ware (such as Pots and Pans), Quaternary (Quat) Sanitizer, Floor Cleaner, Oven Cleaner, Hand Soap, Hand Lotion, Laundry Detergent (including HE), Glass Cleaner, Stainless Steel Cleaner/Polish, Spray Disinfectant, All-Purpose Cleaner, and Degreaser.
3. Conduct and document a Site Report monthly for each school listed on **Form M**.
4. Provide written and verbal instructions for use of each chemical.
5. Provide visual aids such as posters and water level stickers to help employees to correctly utilize chemicals.
6. Provide required OSHA/MSDS documents and postings.

SPECIFICATIONS

Service Specifications:

The vendor will provide a complete Food Service Sanitation System composed of:

- Initial training for employees (may be required prior to the first day of school for each system)
- Documented training including, color coded Material Safety Data Sheets (MSDS), mixing and use posters.

- Documentation of provided training should include training agenda, date, signatures of participants, and person presenting the training.
- Management and inventory control system
- Documented routine reporting system for child nutrition management.

Respondents are to attach with their proposal documents a syllabus of their proposed service program including:

- Schedule of routine training to each individual school (each school is to be serviced monthly during the appropriate school year calendar)
- Training material (indicating color coding), training outlines.
- Copies of all cafeterias Use Forms
- Documentation reports and copies of proposed control forms and reports for management use

Proposals which do not comply with these requirements will be subject to rejection. A list of materials and samples of required dispensing equipment and/or bottles (displaying permanently screened OSHA/SDS compliance data) should be submitted with the proposal and subsequently made available to schools at no additional cost. Wake County Public Schools Child Nutrition Services staff must not be required to place orders for product.

Vendor Service Requirements:

- Initial ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during the initial training period or as needed and or requested by the site manager. Regularly scheduled site visits, at a minimum, will be to check stock (chemical and accessories), restock as necessary, provide any necessary contract related equipment maintenance, provide ongoing training for staff, and provide HACCP verification, SOPs, and HACCP assessment services. Training for all employees must be documented and presented by trainers under the direction of a certified HACCP trainer. Documentation of provided training should include training agenda, date, signatures of participants, and the person presenting the training.
- Computerized service reports after each visit, sent to the specified food service supervisor or Child Nutrition Services Director. Reports will include date and time spent at each site and a brief description of the training and services provided, and observations made during the visit.
- Implementation of a complete program to each school site will be completed within (30) working days of award of contract and vendor will provide sufficient service staff to coordinate complete implementation of program.
- Vendor will provide direct delivery to each school site of cleaning items, training material, test strips, etc.
- Vendor representative will ensure all necessary MSDS for all products are posted in each school site in accordance with OSHA's Hazardous Communications Act. Vendor representative will ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area.
- All charts, posters, instructional materials, support materials, bottles, containers, etc. shall be in English and Spanish. All equipment will also be labeled with instructions in the before-mentioned languages.
- Vendor will agree to a 48-hour response time to any location with supply technical assistance needs.
- The Vendor awarded the Contract shall be expected to voluntarily comply with all Federal, State, and Local mandates regarding the identification and recall of products from the commercial and consumer marketplace. The Vendor shall have a process in place to effectively respond to a product recall and/or emergency; the process must include accurate and timely communications to the School District, and sites, as appropriate; and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. A one-page summary of the Vendor's recall policy and procedures is required to be submitted with the proposal as an attachment.
- The Vendor awarded the Contract may be expected to periodically attend Operations Staff meetings at the Child Nutrition Services Central Office.
- When there is a change in vendor, the previous vendor will be responsible for removal of all materials, containers, dispensing equipment, etc. within twenty (20) working days from the last day of the previous contract period.

Material Specifications:

Vendors must provide to all schools **at no additional cost**, a total hand care program to include: a hand lotion/moisturizing cream, USDA approved antibacterial hand soap, wall charts indicating proper hand washing procedure and dispensing equipment.

The vendor will provide the appropriate quantities of the various premeasured concentrated liquid detergents needed for the program. These are to be readily available for individual distribution and easily opened for use. Package labeling must exhibit clear dilution, and all use directions should be available in English and Spanish. Respondents to proposal will specify proportions to be mixed with water under normal usage. Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make a solution which leaves no film or residue and shall not stain or discolor equipment when used at recommended proportions.

Chemicals and Supporting Materials (Vendor to Provide):

- Vendor will provide MSDS, temperature logs, procedures for cleaning materials, charts, posters, and any training materials pertinent to employee training and follow-up. Adhesive or method to secure posters etc. at each site must be provided.
- Vendor will provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site. Documentation of provided training should include the training agenda, date, signatures of participants, and person presenting the training.
- Vendor will provide pack cutters, sanitizer test kits, oven scrapers, spray bottles, dispensing equipment, laundry detergent, scouring pads, dishwashing gloves, containers to sanitize thermometers, one-gallon clear buckets and goggles as needed, and adequate supplies of product at each site to ensure that sites do not run out of stock between visits.
- Vendor will ensure all bottles, containers; dispensing equipment has OSHA Compliant labeling.
- Vendor will provide Spanish and English training videos, which will include all the facets of the program to the Child Nutrition Services Department to be used for continuous training and retraining of staff and new employees (videos will not replace the personalized training provided by the service staff).
- The amounts of training/support material for each site will be mutually agreed upon before the start of the service program.
- Vendor to provide procedure and reference manual covering the mixing, use, and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools, and task list.
- Vendor to provide, after the implementation period, a detailed schedule of all service call times and dates for each site per semester, including all school calendars and summer sites.
- Service will also be continued for all sites "opened" for summer school. Service will be continuous for sites that have year-round sessions.
- Vendor must provide a minimum of (3) three written references (with contact person and phone number included) from school districts of comparable size where the vendor has the program in use. Each reference must be from a different school district. **Form N**
- Vendor must also provide a list of references that have terminated services (if any) for sanitation services within a 3-year period (with contact person and phone number included).
- Vendor shall be the sole contractor and shall fulfill all items and requirements of the proposal.

Since routine scheduled service, training and efficiency analysis are a mandatory part of the requirements of this proposal, quality of service, training program, documentation, cleaning materials and price will be considered in determining the award.

The proposal will be awarded in the best interest of the **Wake County Child Nutrition Services Department**, and this determination will be made solely by this office. Should services and/or products not meet the needs of Wake County, we reserve the right to terminate the contract.

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.

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 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 collusion or bid rigging.

REQUIRED SUBMITTALS

The Vendor shall submit the following information with the proposal:

1. Qualifications to include:
 - a. Years in business
 - b. Office locations
 - c. Number of full-time staff
 - d. Services offered.
2. Relevant experience and Project Methodology
 - a. Summary of at least four comparable projects for K-12 school systems with reference contact information.
 - b. Methodology for performing similar projects.
3. Fee proposal to include the following:
 - a. Rates per attachment
 - b. A summary of reimbursable expenses
4. Proof of liability insurance and any required licenses.
5. All submissions of written quotes must include:
 - a. Pricing: Pay rates, billing rates, and all other billable charges that may apply
 - b. References: Names, addresses, and telephone numbers of a minimum of three (3) clients whom the offeror has provided similar services. The SFA shall check references listed by the offeror.
6. CNS required forms fully executed:
 - a. HUB Certification
 - b. Certification Regarding Lobbying
 - c. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - d. Proposal Certification
 - e. Vendor Information Proposal Offer Form

BID EVALUATION

Proposals are requested on services as hereinafter specified. Wake County Public School System reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Potential Vendor(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that the product offered is in strict compliance with these specifications and requirements, and the successful bidder will be held responsible, therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Bidder is advised that the response (or lack thereof) to this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

1. Deviations from Item Specification or General Terms and Conditions

- a. Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the bidder at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the bidder's response will hold the bidder accountable to the WCPSS to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the bidder at a competitive disadvantage or otherwise prevent the WCPSS from considering to bid on the affected items(s).
- b. Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the WCPSS. DEVIATION compliance is addressed in FORM H.

FIRM BID

Prices and any other entry made hereon by the potential vendor shall be considered firm and not subject to change or withdrawal. No exceptions.

SUBSTITUTIONS

The WCPSS will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the WCPSS Child Nutrition Services, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substitutions need to have the same nutritional contents as the awarded items. Substituting without the prior approval by the WCPSS designee will constitute a breach of contract by the vendor which may result in the initiation of actions covered in section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto and may jeopardize any future business from the WCPSS.

Substitutions will not be accepted or considered without at least a 48-hour notice prior to delivery.

CHARGES FOR INCONVENIENCE

After acceptance, the successful vendor will be liable for any expenses, including attorney fees, incurred as a result of violations or attempts to enforce this contract.

If the vendor is unable to deliver an approved product, the respective Wake County Public Schools Child Nutrition Services office shall purchase a product of equal or greater quality from another source. The difference between price paid and contract price will be charged to the contracted vendor.

TAXES

Wake County Public School System is NOT tax-exempt. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax.

WARRANTY

Vendor warrants to WCPSS that any and all equipment/goods under the specifications requested will be new, of good material and workmanship and agrees to replace promptly any item that does not meet the quality specifications and operational standards set forth by WCPSS requirements. Vendor shall include all warranty information with submittal of bid. Warranty information is subject to consideration for award of bid.

METHOD OF AWARD

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

AWARD CRITERIA: As provided by statute, award will be based on an evaluation matrix which combines cost, reference, and experience data as determined by consideration of:

(50 points) Annual Service Fee (Price)

- Vendor proposing the lowest price will receive 45 points.
- Other responding Vendors will receive points based on the difference between their price and the lowest price.

(20 points) Training Program

(5 points) Sustainability- Positive Impact on Environment Initiatives

- If the vendor is able to provide chemicals that are 100% Biodegradable and all Green Seal Certified*, 5 points will be awarded.
- If the vendor is able to provide some chemicals that are 100% Biodegradable and Green Seal Certified*, 3 points will be awarded.
- If the vendor is not able to provide any chemicals that are 100% Biodegradable and Green Seal Certified*, 0 points will be awarded.

*Green Seal is a non-profit environmental standard development and certification organization. Certification is based on Green Seal standards, which contain performance, health, and sustainability criteria. The standards are based on a life cycle approach, considering such impacts as those from raw materials extraction, manufacturing, use, and re-use or disposal.

(15 points) Availability of Additional Products

- If the vendor is able to provide products to clean the following items, 10 points will be awarded:
 - Front loading Washing Machine
 - Freezer Floor
 - Coffee Urn
 - Espresso Machine (Rancilio Egro Zero)
 - Combi Ovens: Cleaner, Delimer, and associated chemicals for the following brands:
 - Alto-Shaam
 - Rational
 - Cleveland
- If the vendor is able to provide some of the products listed above, 5 points will be awarded.
- If the vendor is not able to provide any of the products listed above, 0 points will be awarded.

(10 points) Responses by Referrals

- Points will be awarded based on Responses by Referrals to questions.

AWARD OF CONTRACT:

The right is reserved to award this contract to a single overall vendor on all items, or to make awards to multiple vendors, or to make awards on the basis of individual items or groups of items whichever shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Potential Vendors should show unit prices but are requested also to offer a lump sum price.

TERM:

Contract Period: The effective date is expected to be July 1, 2025, to June 30, 2026

The term of the contract shall be for a period of twelve (12) months with the option to renew for four (4) additional one-year periods. The total possible length of the proposal is five (5) years. Any contract extension is contingent upon approval of WCPSS and the contractor(s). There will be no contract changes during each one (1) year term. Any requested revisions must be approved by the CNS Senior Director or his/her Designee.

VOLUME: CNS does not guarantee a minimum or maximum quantity of chemical usage during the contract period.

PROCUREMENT METHOD: A Formal Request for Proposal process will be used to procure services from the offeror. All procurement transactions shall be conducted in a manner that provides maximum free and open competition consistent with Federal regulations as defined in 7 CFR 3016.

PRICING:

If during the term of the contract, a successful bidder's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to all participants of the WCPSS.

The price quoted shall be for delivery of the specified Sanitation System on a **Set Annual Cost** basis. Monthly service billings will be based on the annual cost divided by **ten** and billed in **equal** installments from date of award.

Additional Items will be purchased at the prices indicated below based on the needs of individual schools. Prices quoted are to be F.O.B. delivered to any and all locations in the school district. Quotations should not include city, state sales and federal excise tax. Prices are for one (1) year as designated below.

REFERENCE FORM L

BUY AMERICAN PROVISION:

Section 104(d) of the William F. Goodling Reauthorization Act of 1998 requires schools participating in the NSLP and the SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Exceptions to the "Buy American" requirement are allowed when: (1) the recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States; (2) products are not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or (3) the cost of the domestic-produced food product is significantly higher than that of the foreign product.

It is imperative that WCPSS comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Each permitted imported product other than pineapple, mandarin oranges, coffee, olives, and tuna must be pre-approved by the WCPSS.

BILLING AND PAYMENT

- Invoices – The Vendor awarded this contract shall be able to provide an electronic standard EDI810 file delivered to a WCPSS FTP/SFTP site/FNS folder within one year of contract start date. If the successful vendor cannot provide this capability at the start of the contract, then the vendor must provide monthly progress reports to WCPSS that indicate progression towards implementation. At such time as it has been determined by WCPSS that the successful vendor is not making reasonable progress by the end of the contract term, WCPSS reserves the right to award the contract to the next responsible vendor in lieu of a contract extension.
- Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the Vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.
- All Invoices should be must reflect (a) the name and address of the Vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Two copies of the invoice will be left with the CNS manager or designee.
- The WCPSS will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.
- The payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each invoice should include the Vendor's normal payment terms in the event that any Purchase Order fails to address the subject.
- In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the Vendor, including the necessary information indicated above.
- One monthly statement (itemized by school) will be mailed to Wake County Public Schools, Child Nutrition Services Department, 1551 Rock Quarry Road, Raleigh, NC 27610, Attn: CNS Budget Analyst by the fifth day of each month. All returned merchandised must be noted on a credit memo.
- At the option of the WCPSS, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice.

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

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS, other government agency office, WCPSS body or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in WCPSS' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of WCPSS would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Please contact bids-mcalvert@wcpss.net.

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

DEADLINE FOR PROPOSAL SUBMITTAL

Bids are due no later than Tuesday, June 11, 2025 at 2:00 PM/ET. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion.

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:**
- Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. **Provider agrees to maintain the appropriate insurance outlined in Exhibit B.** Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
- The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.
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).

EXHIBIT: B**30. INSURANCE:**

1. **Commercial General Liability:** The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

| | |
|-------------------------------------|-------------|
| | Occurrence: |
| a. General Aggregate | \$2,000,000 |
| b. Premises Operations | \$1,000,000 |
| c. Personal & Advertising Injury | \$1,000,000 |
| d. Medical Expense (any one person) | \$5,000 |
2. **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 \$2,000,000; and \$2,000 medical payments.
3. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.
 - a. Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.
 - b. Part B: Employer's Liability:
 - c. Bodily Injury by Accident: \$500,000 each accident
 - d. Bodily Injury by Disease: \$500,000 each employee
 - e. Bodily Injury by Disease: \$500,000 Policy Limit
4. **Professional Liability Insurance (PL)/Errors and Omissions (E&O)** – Required for any services involving professional services such as architectural and or engineering services. May include malpractice insurance if medical or mental health services are provided. Minimum Limit requirements \$1,000,000
5. **Sexual Misconduct Insurance (SML)/Sexual Abuse/Molestation** - Required for any provider services when alone with students. Covers allegations of sexual abuse by policyholder and those employed by them, whether founded or unfounded. Minimum Limit requirements 1,000,000.
6. **Cyber Liability:** Required for any activity involving personal identifiable information or software applications. Minimum Limit requirements \$1,000,000 up to \$5,000,000.

7. Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
8. **Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

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.

FORM - A
RETURN THIS DOCUMENT IN SEALED BID PACKET

Wake County Public School System
Vendor Information Form

VENDOR NAME: _____

STREET/POBOX: _____

CITY, STATE, ZIP CODE: _____

ORDER ADDRESS: _____

PAY ADDRESS (IF DIFFERENT): _____

CONTACT PERSON: _____

TELEPHONE : (____) _____ **FAX :** (____) _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID : # _____ **-** _____ **OR**

SOCIAL SECURITY: # _____

(YOU MUST PROVIDE U.S. TAXPAYER ID # (EITHER SS# OR FEDERAL ID #) TO RECEIVE PAYMENT)

NAME(S) OF OWNER(S) OF COMPANY: _____

ARE ANY OWNERS IN #1 RELATED TO ANY EMPLOYEE OF WAKE COUNTY PUBLIC SCHOOL SYSTEM? YES _____ **NO** _____

IF YOUR ANSWER TO #2 ABOVE IS YES: _____

Owner Name

| WCPSS Employee | Position/Dept. Employed | Relationship |
|----------------|-------------------------|--------------|
| | | |

IS YOUR COMPANY INCORPORATED? YES _____ **NO** _____

INVOICE PAYMENT TERMS? NET 30 _____ **1% 10 NET 30** _____ **2% 10 NET 30** _____ **OTHER** _____

IS YOUR COMPANY A VENDOR OF ANY N.C. DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND

CONTRACT CERTIFICATION? YES _____ **NO** _____ **NOT SURE** _____

THIS FIRM CERTIFIES THAT IT IS A: WOMAN OWNED _____ **MINORITY OWNED** _____ **DISABLED OWNED** _____

(NOTE: TO QUALIFY FOR W/M/D STATUS, 51% OF THE COMPANY MUST BE OWNED AND CONTROLLED BY A WOMAN, MINORITY, OR DISABLED INDIVIDUAL)

ARE YOU A SUPPLIER OF GOODS _____ **OR A SERVICE PROVIDER** _____

ARE YOU A GOVERNMENT AGENCY? YES _____ **NO** _____

DO YOU RECEIVE RETIREMENT INCOME FROM THE N.C. RETIREMENT SYSTEM? YES _____ **NO** _____

FORM - B

RETURN THIS DOCUMENT IN SEALED BID PACKET

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
ADDITIONAL COMPANY INFORMATION**

Company Name (Please Print)

Contract Person Information:

If contact person or mailing address is different from the Authorized Representative on Form A, please specify below.

Mailing Address: _____

Contract Person _____

Position or Title of Contact Person _____

Phone Number of Contact Person _____

Fax Number of Contact Person _____

Email Address of Contact Person _____

SWORN STATEMENT OF UNDERSTANDING

I, _____, being duly sworn depose and say that I have reviewed the foregoing document and the same is true and accurate of my own personal knowledge except those matters set forth on information and belief and as to those I also believe them to be true.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

Sworn to and subscribed before me this _____ day of _____, 20____

_____, Notary public, My commission expires: _____

FORM - C

RETURN THIS DOCUMENT IN SEALED BID PACKET

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
DEALERSHIP LISTING**

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary or attach a list with the requested information.

(Please Type or Print)

First Listing:

Company Name

Address

City State Zip

Phone, Cellular, Fax, and/or Email.

Contact Person

Second Listing:

Company Name

Address

City State Zip

Phone, Cellular, Fax, and/or Email.

Contact Person

FORM - D
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

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

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

Check all that apply:

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

_____ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

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

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

Vendor Signature: _____

Date: _____

Print Name: _____

FORM - E
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND AGREEMENTS
LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any WCPSS agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or WCPSS agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or WCPSS agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and WCPSS agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM - F
RETURN THIS DOCUMENT IN SEALED BID PACKET

United States Department of Agriculture (USDA)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM - G
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

The WCPSS will assume that you will service WCPSS as listed (current and potential) unless you designate otherwise. REMINDER: You can cite exceptions to the terms and conditions on your "Deviation/Compliance Form" to control additional freight to members.

Please sign below to indicate that you understand your service commitments during the term of this contract.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM - H
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM
DEVIATION/COMPLIANCE FORM

If the undersigned bidder intends to deviate from the General Terms and Conditions or Items Specifications listed in this RFP, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The WCPSS will consider any deviations in its bid award decisions, and the WCPSS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this form, the bidder assures the WCPSS of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this RFP.

_____ No Deviations
_____ Deviations as listed

List any deviations your company is submitted below:

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

RFP #251-26-153

FORM - I
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM
EVIDENCE OF INSURANCE

Attach copy, or evidence, of required Property, Liability and Worker's Compensation Insurance.

FORM - J

RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM

LUNSFORD ACT – SEX OFFENDER & PUBLIC PROTECTION PROGRAM

The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS. The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on WCPSS property or at WCPSS events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. WCPSS reserves the right to prohibit any individual employee of Vendor from providing services on WCPSS property or at WCPSS events if WCPSS determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Company Name (Please Print)

Signature of Authorized Representative

Date of Signature

FORM - K
RETURN THIS DOCUMENT IN SEALED BID PACKET

VENDOR'S FOOD RECALL POLICY/PROCEDURES

The U.S. food service industry is the safest in the world, but issues surface from time – to – time requiring fast and effective communication to recall a product that has been deemed unsafe. Provide a summary, or attach a document, explaining your company policy on addressing Food –Recalls.

COMPANY NAME (please print): _____

COMMODITY: _____

SUMMARY EXPLAINING YOUR COMPANY POLICY ON ADDRESSING FOOD RECALLS.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

FORM - L: Must be included in RFP Packet

**RETURN THIS DOCUMENT IN SEALED BID PACKET
WAKE COUNTY PUBLIC SCHOOL SYSTEM
CHILD NUTRITION SERVICES**

PRICING FOR FOOD SERVICE MANUAL SANITATION SYSTEM

Company: _____

Address: _____ **Quoted By** _____

_____ **Signature** _____

Phone/Email: _____ **Title** _____

| Description | Brand/Program | Monthly Cost | Annual Cost | Site Cost |
|--|---------------|--------------|-------------|-----------|
| Sanitation system as described in the specifications and the accompanying vendor provided syllabus | | | | |

| Additional Items: | Pack Size: | Price: |
|---|------------|--------|
| Cleaner for Front Loading Laundry Machine | | |
| Freezer Floor Cleaner | | |
| Coffee Urn Cleaner | | |
| Espresso Machine Cleaner (Rancilio Egro Zero machine) | | |
| Combi Oven Cleaner(s)- including delimer and other associated chemicals, Oven Brands noted below: | | |
| Alto-Shaam | | |
| Cleveland | | |
| Rational | | |
| Welbit – Convotharm Maxx Pro | | |

PRICING: The price quoted shall be for delivery of the specified Sanitation System on a **Set Annual Cost** basis. Monthly service billings will be based on the annual cost divided by **ten** and billed in **equal** installments from date of award.

Additional Items will be purchased at the prices indicated above based on the needs of individual schools.

Prices quoted are to be F.O.B. delivered to any and all locations in the school district. Quotations should not include city, state sales and federal excise tax. Prices are for one (1) year as designated below.

FORM – M LIST OF SCHOOLS

| SCHOOL | | | SCHOOL | | |
|--------------------|----|----|---|----|----|
| ABBOTTS CREEK ES | ES | T | LINCOLN HEIGHTS ES | ES | T |
| ADAMS ES | ES | YR | LOCKHART ES | ES | S |
| ALSTON RIDGE ES | ES | YR | LONGVIEW | HS | T |
| APEX ES | ES | T | LUFKIN ROAD MS | MS | YR |
| APEX FRIENDSHIP HS | HS | T | LYNN ROAD ES | ES | T |
| APEX MS | M | T | MARTIN MS | MS | T |
| ATHENS DRIVE HS | HS | T | MIDDLE CREEK ES | ES | YR |
| AVERSBORO ES | ES | T | MIDDLE CREEK HS | HS | T |
| BAILEYWICK ES | ES | T | MILLBROOK ES | ES | T |
| BALLENTINE ES | ES | YR | MILLBROOK HS | HS | T |
| BANKS ROAD ES | ES | YR | MILLS PARK ES | ES | T |
| BARWELL ES | ES | S | MILLS PARK MS | MS | T |
| BAUCOM ES | ES | T | MOORE SQUARE MS | MS | M |
| BEAVERDAM ES | ES | T | MORRISVILLE ES | ES | YR |
| BRASSFIELD ES | ES | YR | MOUNT VERNON MS | MS | T |
| BRENTWOOD ES | ES | T | NORTH FOREST PINES ES | ES | YR |
| BRIARCLIFF ES | ES | T | NORTH GARNER MS | MS | S |
| BRIER CREEK ES | ES | YR | NORTH WAKE COLLEGE & CAREER ACADEMY (New 1718) | HS | T |
| BROOKS ES | ES | T | NORTH RIDGE ES | ES | T |
| BROUGHTON HS | HS | T | NORTHWOODS ES | ES | T |
| BUGG ES | ES | T | OAK GROVE ES | ES | YR |
| CARNAGE MS | M | T | OAKVIEW ES | ES | T |
| CARPENTER ES | ES | YR | OLDS ES | ES | T |
| CARROLL MS | M | T | OLIVE CHAPEL ES | ES | YR |
| CARVER ES | ES | M | PANTHER CREEK HS | HS | T |
| CARY ES | ES | T | PARTNERSHIP ES | ES | M |
| CARY HS | HS | T | PENNY ROAD ES | ES | T |
| CEDAR FORK ES | ES | T | PHILLIPS | HS | T |
| CENTENNIAL MS | M | M | PINE HOLLOW MS | MS | YR |
| COMBS ES | ES | T | PLEASANT GROVE ES | ES | T |
| CONN ES | ES | T | PLEASANT UNION ES | ES | YR |
| CREECH ROAD ES | ES | T | POE ES | ES | T |

| SCHOOL | | | SCHOOL | | |
|--|----|----|--|----|--------|
| CROSSROADS FLEX ACAD / Enterprise Learning | HS | 0 | POWELL ES | ES | T |
| DANIELS MS | MS | T | RAND ROAD ES | ES | S |
| DAVIS DR. ES | ES | T | REEDY CREEK ES | ES | T |
| DAVIS DR. MS | MS | T | REEDY CREEK MS | MS | T |
| DILLARD DR. ES | ES | T | RICHLAND CREEK ES | ES | T |
| DILLARD DR. MS | MS | T | RIVER BEND ES | ES | YR T |
| DOUGLAS ES | ES | T | RIVER OAKS MS | MS | T |
| DURANT ES | ES | YR | ROLESVILLE ES | ES | T |
| DURANT MS | MS | YR | ROLESVILLE HS | HS | T |
| EAST CARY MS | MS | YR | ROLESVILLE MS | MS | YR |
| EAST GARNER ES | ES | T | ROGERS LANE ES (New 1718) | ES | T |
| EAST GARNER MS | MS | T | ROOT ES | ES | T |
| EAST MILLBROOK MS | MS | T | RIVER BEND MS (New 1718) | MS | T |
| EAST WAKE HS | HS | T | SALEM ES | ES | YR |
| EAST WAKE MS | MS | S | SALEM MS | MS | YR |
| ENLOE HS | HS | T | SANDERSON HS | HS | T |
| FARMINGTON ES | ES | T | SANFORD CREEK ES | ES | YR |
| FOREST PINES ES | ES | T | SCOTTS RIDGE ES | ES | T |
| FORESTVILLE ES | ES | T | SMITH ES | ES | T |
| FOX RD. ES | ES | T | SOUTHEAST RALEIGH HS | HS | M |
| FULLER ES | ES | T | STEM HS | HS | STEM |
| FUQUAY ES | ES | T | STOUGH ES | ES | T |
| FUQUAY HS | HS | T | SWIFT CREEK ES | ES | T |
| FUQUAY MS | MS | T | SYCAMORE CREEK ES | ES | YR |
| GARNER HS | HS | T | TIMBER DRIVE ES | ES | S |
| GREEN ES | ES | T | TURNER CREEK ES | ES | YR |
| GREEN HOPE ES | ES | T | UNDERWOOD ES | ES | T |
| GREEN HOPE HS | HS | T | VANCE ES | ES | S |
| GREEN LEVEL HS - opening 2019 | HS | T | VANDORA SPRINGS ES (see Notes for temporary location change) | ES | T |
| HARRIS CREEK ES | ES | YR | VERNON MALONE COLLEGE | HS | WEC VM |
| HERBERT AKINS ES | ES | YR | Wake Early College (2901 Holston Lane, Raleigh 27610) | HS | WEC |

| SCHOOL | | | | SCHOOL | | |
|------------------------------|-------|-----|--|--|----|-----|
| HERITAGE ES | ES | YR | | WAKE EARLY COLLEGE (south- New Bern Ave on Wake Tech Satellite Campus) | HS | WEC |
| HERITAGE HS | HS | T | | WAKE FOREST ELEM | ES | T |
| HERITAGE MS | MS | YR | | WAKE FOREST HS | HS | T |
| HIGHCROFT ES | ES | T | | WAKE FOREST MS | MS | T |
| HILBURN ACADEMY K-8 | ES | T | | WAKE YOUNG MEN'S LEADERSHIP HS | HS | WLA |
| HODGE RD ES | ES | S | | WAKE YOUNG WOMEN'S LEADERSHIP HS | HS | WLA |
| HOLLY GROVE ES | ES | YR | | WAKEFIELD HS | HS | T |
| HOLLY GROVE MS | MS | YR | | WAKEFIELD MS | MS | T |
| | ES | T | | WAKEFIELD ES | ES | T |
| HOLLY RIDGE ES | ES | T | | WAKELON ES | ES | T |
| HOLLY RIDGE MS | MS | T | | | | |
| HOLLY SPRINGS ES | ES | YR | | WALNUT CREEK ES | ES | S |
| HOLLY SPRINGS HS | HS | T | | WASHINGTON ES | ES | T |
| HORTON'S CREEK ES (New 1718) | ES | T | | WEATHERSTONE ES | ES | T |
| HUNTER ES | ES | T | | WENDELL ES | ES | T |
| JEFFREYS GROVE ES | ES | T | | WENDELL MS | MS | T |
| JONES DAIRY ES | ES | YR | | WEST CARY MS | MS | T |
| JOYNER ES | ES | T | | WEST LAKE ES | ES | YR |
| KINGSWOOD ES | ES | T | | WEST LAKE MS | MS | YR |
| KNIGHTDALE ES | ES | T | | WEST MILLBROOK MS | MS | T |
| KNIGHTDALE HS | HS | T | | WHITE OAK ES | ES | T |
| LACY ES | ES | T | | WILBURN ES | ES | S |
| LAKE MYRA ES | ES | S | | WILDWOOD FOREST ES | ES | T |
| LAUREL PARK ES | ES | YR | | WILEY ES | ES | T |
| LEADMINE ES | ES | T | | WILLOW SPRINGS ES | ES | YR |
| | | T | | | | |
| LEADERSHIP AT ST. AUG'S | HS | WLA | | YATES MILL POND ES | ES | T |
| LEESVILLE ES/MS | ES/MS | T | | YORK ES | ES | T |
| LEESVILLE HS | HS | T | | ZEBULON ES | ES | T |
| LIGON MS | MS | T | | ZEBULON MS | MS | T |

FORM - N: References – Must be included in RFP Packet
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM

CUSTOMER REFERENCES

Vendors shall provide at least three references for similar size and scope projects, for which comparable services and supplies have been, and continue to be, provided. WCPSS may not be used as one of the references.

| | | | |
|-----------------------|--|---------------------------------|--|
| Name of Organization | | Contact Person Name | |
| Annual Contract Value | | Contact Person Title | |
| Contract Start Date | | Contact Person Telephone Number | |
| Contract End Date | | Contact Person Email Address | |

| | | | |
|-----------------------|--|---------------------------------|--|
| Name of Organization | | Contact Person Name | |
| Annual Contract Value | | Contact Person Title | |
| Contract Start Date | | Contact Person Telephone Number | |
| Contract End Date | | Contact Person Email Address | |

| | | | |
|-----------------------|--|---------------------------------|--|
| Name of Organization | | Contact Person Name | |
| Annual Contract Value | | Contact Person Title | |
| Contract Start Date | | Contact Person Telephone Number | |
| Contract End Date | | Contact Person Email Address | |

FORM - O
RETURN THIS DOCUMENT IN SEALED BID PACKET

WAKE COUNTY PUBLIC SCHOOL SYSTEM

FORMS CHECKLIST (This forms checklist is included for your convenience. Please complete and return all of the attached forms):

- _____ Bid Execution (Page 1 of bid document) **Must be signed in order for bid to be fully executed.**
- _____ Wake County Public School System Vendor Information Form – Form A
- _____ Additional Company Information & Sworn Statement of Understanding (**Notarized**) – Form B
- _____ Dealership Listing – Form C
- _____ Historically Underutilized Business (HUB) Certification – Form D
- _____ Certification for Contracts, Grants, Loans, & Agreements Lobbying – Form E
- _____ Certification Regarding Debarment, Suspension and Other Responsibility Matters– Form F
- _____ Instructions for Certification – Form G
- _____ Deviations/Compliance Form – Form H
- _____ Evidence of Insurance – Form I
- _____ Lunsford Act – Sex Offender and Public Protection Program – Form J
- _____ Vendor’s Food Recall Policy/Procedures – Form K
- _____ Pricing Sheet – Form L
- _____ List of WCPSS Schools – Form M
- _____ References – Form N
- _____ Forms Checklist – Form O

USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete Form AD-3027, USDA Program Discrimination Complaint Form, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
Fax: (833) 256-1665 or (202) 690-7442; or
Email: program.intake@usda.gov

This institution is an equal opportunity provider.

FEDERAL CONTRACTING REQUIREMENTS

This *Attachment* is incorporated into the Goods and/or Service Contract between WCPSS and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable federal, state, and local laws, regulations, and rules and School System policies and procedures, as amended from time to time, relating to work to be performed under this Contract. The following provisions are specifically incorporated into this Contract.

1. Equal Employment Opportunity. In the event this Contract meets the definition of “federally assisted construction contract” set forth in 41 C.F.R. § 60-1.3, the Vendor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. Compliance with Davis-Bacon Act. In the event this Contract involves a prime construction arrangement for an amount in excess of \$2,000, the Vendor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Compliance with Contract Work Hours and Safety Standards Act. In the event this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Compliance with Regulations Regarding Rights to Inventions. In the event the federal funds expended on this Contract meet the definition of “funding agreement” under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the District agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
6. Compliance with Disbarment and Suspension Requirements. The Vendor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.
7. Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, the Vendor agrees to provide the District with the certifications required by 31 U.S.C. § 1352.
8. Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.