




Memorandum from Purchasing Department
Letter of Instruction for RFP #251-27-119

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.

- All submittals must be organized and indexed according to the order of the required subject matter. The information 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 by the Offeror may be grounds for rejection of that proposal.** Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- 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 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 therefrom as part of any news release or commercial advertising.
- **Submit one (1) signed, original response via electronic Vendor Portal (eVP) by the specified time and date of opening. Vendor shall bear all risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, or local power outages. Vendor must include all pages of this solicitation in their response. Inability by WCPSS to open the Vendor's files may result in the offer(s) being rejected as non-responsive.**
- **Questions or issues related to using the eVP Ariba Sourcing Tool can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.**
- Offerors are cautioned that responses will be deemed nonresponsive if they do not include all required information and submittals as requested.
- Offerors shall not be debarred from doing business with Wake County, North Carolina, or the federal government. Offeror shall disclose a debarment or UCC lien.
- Include a copy of IRS Form W-9 along with WCPSS Vendor Information Form (Form J).
- Before submitting a bid, Vendor must be registered with North Carolina eVP. Additional information can be found at <https://eprocurement.nc.gov/registering-evp/download?attachment>. There is **no cost** to register. WCPSS publicly advertises proposal solicitations on the following sites: NC eVP - <http://webarchive.wcpss.net/about-us/purchasing/open-bids.html> and WCPSS - <https://evp.nc.gov/solicitations>. Please review these sites for updates and amendments during the proposal timeframe.

 <p>1551 Rock Quarry Rd – Bldg. F</p> <p>Raleigh, NC 27610</p>	<p>Request For Proposal #251-27-119</p>	
	<p>Proposals Due: June 10, 2026 by 1:30 PM ET</p> <p>Proposals Will Be Publicly Opened: June 10, 2026 @ 2:00 PM ET</p>	
<p>Refer ALL Inquiries to: Marcella Calvert Telephone No: 919-588-3457</p>	<p>Contract Type: Agency Specific Term</p> <p>Commodity: 721029 Child Nutrition Services Kitchen Hood Cleaning Services</p>	
<p>E-Mail: bids-mcalvert@wcpss.net</p>	<p>Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM</p>	

NOTICE TO VENDORS

Electronic proposals, subject to the conditions made a part hereof, will be received until 1:30 PM ET on the day of opening and then opened, for proposal submittal process the commodity or service as described herein. Refer to proposal submittal below for information regarding delivery. Proposals submitted via email or non-sealed 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 shall render bid invalid. Late proposals are not acceptable.

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

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

Submit **one (1) signed, original executed** proposal response via eVP (emails not accepted).

PROPOSAL SUBMITTAL: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendors' sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to

submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendors' proposals for this procurement must be submitted through electronic Vendor Portal (eVP). For training on how to use eVP to view solicitations, submit questions, develop responses, upload documents, and submit offers to the district, Vendors should go to the following site:

<https://eprocurement.nc.gov/training/vendor-training>

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 28, 2026
Questions submitted to: bids-mcalvert@wcpss.net (Reference RFP # 251-27-119 in subject line)	Vendor/WCPSS	June 2, 2026, by 2:00 PM/ET
Provide Response to Questions	WCPSS	June 5, 2026 by end of business day
Submit Proposals	Vendor	By June 10, 2026, by 1:30 PM/ET
Public Live Bid Opening (Vendor attendance is not required)	WCPSS, Vendor	June 10, 2026, at 2:00 PM/ET Microsoft Teams meeting Join: https://teams.microsoft.com/meet/279328039797451?p=b49GwJzlbwaTxpYDtS Meeting ID: 279 328 039 797 451 Passcode: SY3wd3YY

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 # 251-27-119 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, WCPSS' response and any additional terms deemed necessary by WCPSS will be posted in the form of an Addendum 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 Request for Proposal 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>

By initialing the following list of requirements, contractors acknowledge and agree to WCPSS Terms and Conditions as stated and have included the required information and documentation for this solicitation. 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.

Vendors shall submit the following items and shall initial where indicated that the items are included and/or you have read, understand, and agree to all terms and conditions as it relates to WCPSS, local, state, and federal policy.

- a) Completed and signed version of EXECUTION PAGES, along with the body of the RFP. Original signatures are required on original page. Signatures cannot be electronic, copied, or stamped.

Initial: _____

- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.

Initial: _____

- c) Completed version of FORM L: Pricing Proposal

Initial: _____

- d) Attestation that the vendor has read and complies with FEDERAL UNIFORM GUIDANCE policy (terms and conditions)

Initial: _____

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

_____ WCPSS Vendor Form – Form J

_____ Additional Company Information & Sworn Statement of Understanding (**Notarized**) – Form A

_____ Historically Underutilized Business (HUB) Certification – Form C

_____ Certification for Contracts, Grants, Loans, & Agreements Lobbying – Form D

_____ Certification Regarding Debarment, Suspension and Other Responsibility Matters– Form E

_____ Instructions for Certification – Form F

_____ Evidence of Insurance – Certificate of Insurance must be included and valid – Form H

_____ Lunsford Act – Sex Offender and Public Protection Program – Form I

_____ Price Sheet – Form L

_____ Customer References – Pg. 25

Proposal Evaluation

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. The services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

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

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

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

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

EVALUATION CRITERIA

Category	Points
Pricing	65
Experience	20
References	10
Operational Capability	5

BACKGROUND

WCPSS operates the largest school nutrition program in North Carolina. Temporary staffing is required to maintain operations during employee absences, vacancies, and peak service periods on an as-needed basis.

For informational 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 162,000, 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).

PROJECT OBJECTIVE

The Wake County Public School System (WCPSS) Child Nutrition Services (CNS) department is seeking qualified vendors for the cleaning of kitchen hood systems, filters, and exhaust fans in cafeteria kitchens throughout WCPSS. All proposals submitted must meet or exceed the specifications as outlined in the RFP.

The contract will be between the offeror and the Child Nutrition Program. 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 WCPSS CNS' Child Nutrition Program.

TERMINOLOGY

Definitions

The proposing firm will be referred to throughout this document as VENDOR.

The Scope of Work defined in this Request for Proposal (RFP) shall be referred to as the PROJECT.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC Electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available at the following website:

<https://evp.nc.gov>.

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>.

Electronic bidding is an acceptable way for WCPSS to receive bids pursuant to Board Policy 6430 and G.S. 143-129.9 (a)(2).

ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the Electronic Vendor Portal (eVP) to connect vendors with state government organizations that purchase goods and services and allow the public to retrieve award notices and other information. Please register at <https://evp.nc.gov> to receive bid notification and electronic procurement opportunities from Wake County Public Schools. Results may be found by searching by Solicitation Number. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

Terms of Use Link: <https://eprocurement.nc.gov/evp-terms-use/open>

SCOPE OF WORK

This Request for Proposal (RFP) is for the purpose of obtaining proposals and ultimately entering into a contract for the cleaning of the kitchen hood systems, which includes the hood system over cooking equipment, the hood over dish machines, kitchen exhaust fans, and equipment on the roof that is part of the kitchen hood system for school sites listed on pages 42–57.

Specifications

Service on hood cleaning should include: Total ventilation exhaust system degreased from exhaust fan to hood, including exhaust fan, shaft, filters, inside and outside of vent hood and replacement of light bulbs (of same wattage/brightness) when necessary. All cleaning is to be to bare metal in accordance with NFPA standards and practices for grease removal of exhaust systems per Code 96. Stainless steel polish is applied to each hood by hand.

Service on exhaust fans should include: Removal of safety screens, protect motors from water damage, and clean dust build up from fan.

Fans and Hoods shall be fully operational upon work completion. There should be a complete cleanup of all debris, trash, and material after completion of work. Hood systems, fans, and filters are to be cleaned once annually. Any additional cleanings will be on an as-needed basis at the authorization of WCPSS CNS.

Upon completion of the services provided, a seal displaying the company name and date of service shall be affixed to each hood. A copy of the hood inspection report must be emailed to the WCPSS CNS.

Inspection and Testing

All services are subject to inspection and testing after completion. In the event a service is or does not otherwise conform to specification requirements, it will be rejected and the contractor must redo at the contractor's expense.

VENDOR QUALIFICATIONS AND RESPONSIBILITIES

1. The vendor must have a successful record of experience in the type of work specified.
2. The vendor awarded the contract must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described. Failure or omission of the vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this contract.
3. The vendor shall provide hood and vent cleaning services at each CNS cafeteria kitchen site annually.
4. The vendor shall hold all pertinent and local licenses for the services provided.
5. The vendor shall obtain all necessary building permits as required.
6. The vendor shall, at all times, keep the premises free from accumulation of waste materials.
7. The vendor shall be responsible for removing all debris from the premises and disposing of the same.
8. The vendor shall be familiar, and in complete compliance, with All State and Federal OSHA requirements and regulations and all Wake County board of Education's policies pertinent to the contract.
9. The vendor shall examine each scheduled site and become familiar with the site conditions and with the specifications. The vendor shall investigate such local conditions as rules and regulations, availability, and cost of labor, etc. which may affect the performance of the contract. No allowances will be made for the failure to do so. No consideration will be given at a later time for alleged misunderstanding as to requirements of work, materials to be furnished, or conditions required by nature of the site. Examinations of the site shall be scheduled with the owner's project manager.
10. The transfer, assignment, or subcontracting of the contract is prohibited, and the awarded vendor agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the School District.

AWARD OF CONTRACT

It is the general intent to award this contract to a single overall bidder. The right is reserved, however, to make awards to multiple bidders, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Bidders should show unit prices but are requested also to offer a total price per item.

The successful bidder(s) will be notified by "Notice(s) of Award" issued by the WCPSS Purchasing Department.

Bid audits may be conducted as a means of determining and/or verifying the cost quoted by the Vendor.

CONTRACT TIME PERIOD

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of WCPSS. This will be a one-year term contract beginning July 1, 2026 through June 30, 2027 with the option to renew for four (4) additional years. WCPSS will notify awarded vendor(s) at least 60 days prior to July 1, 2027 with option to renew.

ECONOMIC PRICE ADJUSTMENT

Whenever a manufacturer, packer, or supplier increases or decreases, rather than extends the cost of a product, the Vendor must solicit and document the cost from other approved sources (i.e., Recognized Market Reports, Consumer Price Index-Cost of Food Away from Home) in the same manner as for the initial Bid. The Vendor shall shop the market for "Best Buys" and maintain, and provide, upon request, documentation of such efforts on behalf of the WCPSS.

Product price adjustment for food, snacks, and supplies may be requested in writing sixty (60) days in advance of the effective date of February 1 of the contract year, and/or sixty (60) days in advance of the effective date of the Contract renewal with appropriate product documentation to allow for the WCPSS approval or provide opportunity to make other provisions as deemed appropriate. Appropriate product documentation consists of manufacturer or supplier's invoice to Vendor (with applicable dates) showing cost increase along with a recognized marketing report verification. Annual Contract pricing increases will not take effect until the last delivery to Summer Nutrition Programs provided by WCPSS.

EXTENSION CLAUSE

This contract may be extended for up to one additional year, unless sooner terminated, in accordance with the provisions of this Contract if the vendor and the WCPSS mutually agree, no increases in costs are incurred except for the growth, and the maximum allowable escalation price is capped by consumer price index increases.

BID EVALUATION

Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function, and performance. 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. Bidder(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.

DELIVERY

Repeated failure to meet delivery dates will constitute a breach of contract by the vendor and 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, as well as jeopardize any future business from the WCPSS.

All freight, delivery, and handling charges are the responsibility of the bidder, and all bid prices must be quoted as freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. The bid package includes a summary listing of the participating schools of the WCPSS.

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 of 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.

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.

COMPLIANCE WITH CLEAN AIR AND WATER ACT

By signing this bid, the bidder certifies that the vendor is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

By signing this bid, the bidder certifies that the vendor is in compliance with all applicable standards, orders, regulations, and policies related to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conversation Act (Pub. L 94-163, 89 Stat. 871). [53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As requested by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined in 15 CFR Part 26, Sections 26.105 and 26.110-1) the prospective primary participant certifies to the best of its knowledge and belief, that is and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
- b) have not, within a three-year period preceding this bid, been convicted of or had a 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 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.

By signing this bid, the bidder certifies that the vendor is in compliance with Federal, State, and local guidelines. 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. DEBARMENT, SUSPENSION and OTHER RESPONSIBILITY MATTERS compliance is addressed in FORM F.

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 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) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

Deviations from Item Specification or General Terms and Conditions

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).

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 bidder shall be considered firm and not subject to change or withdrawal.

WITHDRAWAL OR MODIFICATION OF BID

Subject to the restrictions discussed below, the WCPSS will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR

BID SUBMISSION as stated in the Bid Certification included with this RFP. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign any request for the withdrawal of any bid in ink, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Bid Certification. Only bids that have been submitted consistent with the instructions relating to packaging and labeling of the bid will be considered for withdrawal.

If there is any question in the mind of the management of the WCPSS regarding the identity of the bid or the identity of the bidder relation to any request for the withdrawal of any bid, the WCPSS will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by the WCPSS will require the completion and signature of a written receipt by the bidder's representative satisfactory to the WCPSS Administrator before the bid will be released. The decision of the WCPSS Administrator in relation to any matters concerning bid withdrawal will be final.

If a bidder requests to withdraw a bid and the WCPSS allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Bid Certification included with this RFP, provided any new submission meets all the qualifications of bid submission included in these General Terms and Conditions.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document.

All bids in possession of the WCPSS at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Bid Certification included with this RFP.

PRICING

All "line item" bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall understand that if the item in question is awarded by the offeror, the quantity specified for that item will be adjusted to achieve an approximate equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

Allowable costs will be paid from the nonprofit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to the Wake County Public School System District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Wake County Public School System District. All discounts, rebates, allowances, and incentives must be returned to the Wake County Public School System District during a mutually agreed upon timeframe that is beneficial to the School District.

"Cost Plus" bids will not be accepted unless otherwise requested in this RFP.

Bid Prices must be firm for acceptance throughout the term of the contract, unless otherwise specified in this RFP or in the bidder's response.

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.

VALUE ADDED

Value added options and services including, but not limited to, product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the award of this Bid.

MAKE AND MODEL

Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

SAMPLES

Samples are required prior to bid opening date at no expense to WCPSS. Bids which do not comply with these requirements will be subject to rejection.

SUITABILITY FOR INTENDED USE

Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features, and diversity called for herein. Wake County Public School System reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and thought to be in the Wake County Public School System's best interest.

WARRANTY

The contractor warrants to the owner that all item(s) furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where item(s) are located and free of any charge to the owner or his representative.

By submission of a bid, the bidder warrants that the bidder is an authorized dealer, vendor, or manufacturer for the product(s) being offered, that all items bid conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, workmanship, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the specified WCPSS location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to, an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

The occurrence of any prohibited discrimination will constitute vendor's breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon the WCPSS may terminate the vendor's contract for cause as provided

by section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination."

FORCE MAJEURE

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

WCPSS will be responsible for any costs incurred by the vendor because of the Force Majeure event unless the WCPSS has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the WCPSS has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the WCPSS shall have the option to terminate this contract in accordance with section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the WCPSS's rights as provided elsewhere in this contract.

THE 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 products 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.

RECORDS RETENTION

By signing this bid, the bidder understands that the WCPSS, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

The bidder is required to retain pertinent records for five (5) years plus the current school year after the WCPSS make final payments and all other pending matters are closed.

REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price.

The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the WCPSS may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification sheet, this contract shall terminate upon the expiration of the contract term as stated on the Bid Certification sheet.

If any delay or failure of performance is caused by a Force Majeure event as described above in the General Terms and Conditions entitled "Force Majeure," the WCPSS may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the General Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- b) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the WCPSS placing the order,
- d) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy
- f) the vendors are not permitted to contact managers or staff at school level about items that can be ordered or should be ordered. Bids are awarded through the main office only. All purchases and purchase orders are processed and distributed through the central Child Nutrition Business office only.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the WCPSS reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Wake County Public Schools, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the WCPSS elects to purchase other

products from other sources, the WCPSS will invoice the vendor for any increased costs to the WCPSS, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the WCPSS terminates this contract, in whole or in part, for any reason provided for within the contract, the WCPSS reserves the right to award the cancelled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of the Wake County Public Schools.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SUB-CONTRACTING SERVICES

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of WCPSS.

ASSIGNMENT – DELEGATION

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the WCPSS. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CATALOGS

For "discount from catalog" bids or other bids based on industry or other "benchmark" pricing lists or tables, it will be the responsibility of the successful bidder(s) to provide the WCPSS with a complete, updated catalog and/or price list for all items awarded within five (5) working days of receipt of a Notification of Award. Subsequent additions, deletions, or changes in product specifications may be submitted to the WCPSS when they become available.

CONTRACT AND PURCHASE ORDERS

A response to RFP is an offer to contract with the WCPSS CNS based upon the Item Specifications and the General Terms and Conditions contained in the RFP. *Bids do not become contracts unless and until they are both accepted by the WCPSS CNS through an Award Notice to the bidder and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the WCPSS CNS or its designee. Bidders acting upon the opening of an apparent low bid alone do so at their own risk.*

This contract shall collectively include:

- 1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto.
- 2) the bidder's signed Bid Certification sheet and any subsequent addenda thereto.
- 3) the bidder's entire response to the RFP.
- 4) the bidder's Notice of Award document.
- 5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All the binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina

FEDERAL UNIFORM GUIDANCE

This procurement complies with federal regulations including 2 CFR Part 200 and Child Nutrition Program requirements. Vendors must comply with Equal Employment Opportunity, Debarment and Suspension rules, Byrd Anti-Lobbying Amendment, and record retention requirements.

The Contractor is notified that this project may be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

REMEDIES FOR BREACH

When federal funds are expended by Wake County Board of Education (the School System), the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

TERMINATION FOR CAUSE AND FOR CONVENIENCE BY THE SCHOOL SYSTEM

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion, that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor 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.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387) COMPLIANCE

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DEBARMENT AND SUSPENSION

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

DOMESTIC PREFERENCE

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

PROHIBITION ON GIFTS

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee, or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

CONTRACT TERM

WCPSS may terminate the contract for cause or convenience. Vendors must maintain insurance and ensure employee conduct meets district expectations.

TERM: The term of the contract shall be for a period of twelve (12) months with the option to renew for up to four (4) additional one-year periods. The total possible length of the bid is five (5) years. The effective date is expected to be July 1, 2026, through June 30, 2027. 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, however, contractors may, at the time of renewal, petition CNS for revisions based on market conditions. Any requested revisions must be approved by the CNS Senior Director or his/her Designee.

Additional Conditions

VOLUME: CNS does not guarantee a minimum or maximum number of temporary staffing hours or number of temporary staffing employees needed during the contract period. Will be paid for actual time.

PROCUREMENT METHOD: 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.

REQUESTS FOR WORKERS: A request for temporary labor will be emailed by the Director of School Support or designee to the designated contact person including the name of the Area Administrator, School, number of hours needed daily, start date, end date or re-evaluation date, and approval for the assignment. Temporary workers may only work hours as approved on days when school is in session at the designated school for the number of days designated on the approval. After the Director re-evaluates the need for the position, an assignment could be ended or extended. In either case the decision will be emailed to the designated contact person.

BILLING AND PAYMENT: A detailed time ticket shall be the responsibility of each Contractor and must be designed in triplicate to allow the temporary staffing employee to leave two (2) copies with the CNS manager at each assignment. The time ticket should include the school assignment name and a signature line for the temporary staff employee, who the Temporary Staffing employee is covering for, and the CNS Manager or his/her Designee. Time tickets submitted to the CNS office that are not signed by both parties will not be paid.

Billing shall be processed on a weekly basis. Invoices shall contain the following information. Purchase order number, Temporary Staffing employee name with the school assignment and number of hours worked at each location listed on separate lines, who the Temporary Staffing employee is covering for, hourly rate, and extended total. Failure to enter the above information on the invoice may cause a delay in payment. Hours for Clerical/Data Entry assignments should be billed on an invoice.

All invoices, with a copy of each detailed time ticket for hours listed on the invoice, must be mailed to: Wake County Public Schools Child Nutrition Services Department, Attention: CNS Budget Analyst, 1551 Rock Quarry Road, Raleigh, NC 27610. **CNS will not remit payment until all issues regarding each invoice are resolved.**

Records Retention Requirements

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION: During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Marcella Calvert at bidsmcalvert@wcpss.net.

DEADLINE FOR PROPOSAL SUBMITTAL

The proposals are due no later than **Wednesday, June 10, 2026 at 1:30 PM ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

Protest Procedures

Wake County Public School System BID PROTEST PROCEDURE

PURPOSE

To ensure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

PROCEDURE

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

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

The protest must be addressed to the Senior Director of Purchasing, 1551 Rock Quarry Road, Raleigh NC 27610 and must include all the following information:

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

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

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

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 - Insurance Requirements

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

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

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

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

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	

11. 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, 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 a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at [Program Discrimination Complaint Form English](#) [ 409.6 kB] , [Program Discrimination Complaint Form Spanish](#) [ 389.3 kB] and 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.

15. Forms A–H

Form A – Additional Company Information

Form B – Dealership Listing

Form C – HUB Participation

Form D – Certification for Contracts, Grants, Loans, and Agreements

Form E– Debarment Certification

Form F – Instructions for Certification

Form G – Deviation/Compliance Form

Form H – Insurance Certification

Form I – Lunsford Act Compliance

Form J – Vendor Information Form

Form K – Iran Divestment Certification

Form L – Price Sheet

**FORM- A
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 deposed 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- B
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 list with 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- C
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 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 meets the above criteria.

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

Vendor Signature: _____

Date: _____

Print Name: _____

**FORM- D
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- E
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 principles:
 - 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-F
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
EVIDENCE OF INSURANCE**

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

**FORM-I
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, which 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-J
RETURN THIS DOCUMENT IN SEALED BID PACKET

Wake County Public School System
Vendor Information Form

<S:\Purchasing\All Access\Vendor Information Form - WCPSS.docx>

ORDER ADDRESS

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

PAY ADDRESS (IF DIFFERENT FROM ORDER ADDRESS)

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE : (____) _____

FAX #: (____) _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID #: _____ - _____ OR

SOCIAL SECURITY #: _____

(YOU MUST PROVIDE US A TAXPAYER ID # (EITHER SS# OR FEDERAL ID #) IN ORDER TO RECEIVE PAYMENT)

1. Name(s) of Owner(s) of Company: _____
2. Are any owners in #1 related to any employee of Wake County Public School System? Yes _____ No _____
3. If your answer to #2 above is Yes: _____

Owner Name

WCPSS Employee	Position/Dept. Employed	Relationship
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4. Is your company incorporated? Yes _____ No _____
 5. Invoice payment terms? Net 30 _____ 1% 10 Net 30 _____ 2% 10 Net 30 _____ Other _____
 6. Is your company a Vendor of any N.C. Department of Administration Division of Purchase and Contract certification? Yes _____ No _____ Not Sure _____
 7. 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)
8. Are you a supplier of goods _____ or a service provider _____
 9. Are you a government agency? Yes _____ No _____
 10. Do you receive retirement income from the N.C. Retirement System? Yes _____ No _____

Form K

Iran Divestment Certification

RETURN THIS DOCUMENT IN SEALED BID PACKET

The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature.

I affirm that _____ (Name of Vendor or Bidder)

is not listed on the State Treasurer's Final Divestment list as of _____ (Date).

(Signature of Authorized Representative)

Form L

Pricing Proposal

Wake County Public School System
Child Nutrition Services

**CHILD NUTRITION SERVICES
KITCHEN HOOD CLEANING BID NO. XXX-XX-XXX**

HOOD AND VENT CLEANING	PROPOSED UNIT PRICE
HOOD AND VENT CLEANING SERVICES PER SITE	\$ _____ PRICE PER HOOD
203 SITES	\$ _____ TOTAL ANNUALLY

Wake County Public School System

School Name/Cafeteria Manager	School Address	School Phone Number	
Abbotts Creek Elementary Alfreda Jordan – Manager	9900 Durant Road, Raleigh 27614	919-694-0555, ext. 20060	
Adams Elementary VACANT	805 Cary Towne Boulevard, Cary 27511	919-460-3431, ext. 25938	
Alston Ridge Elementary Martha Smith – Manager	11555 Green Level Church Rd, Cary 27519	919-544-2474, ext. 20151	
Alston Ridge Middle Maribel Lopez – Manager	7833 Fussell Ave, Cary 21518	919-694-8044, ext. 27920	
Apex Elementary Megan Farrington – Manager	700 Tingen Road, Apex, 27502	919-387-2150, ext. 23083	
Apex Friendship Elementary Yadira Castro – Manager	7901 Humie Olive Road Apex, 27502		
Apex Friendship High Susan Eckoff – Manager	7801 Humie Olive Road, Apex, 27502	919-694-0500, ext. 20009	
Apex Friendship Middle VACANT	7701 Humie Olive Road, Apex, 27502	919-694-8960, ext. 27722	
Apex High Marlo McLeod – Manager	1501 Laura Duncan Rd, Apex, 27502	919- 387-2208 ext. 27229	
Apex Middle Deonna Mangum – Manager	400 East Moore Street, Apex, 27502	919- 387-2181 ext. 25854	
Athens Drive High Heather Aliamo – Manager	1420 Athens Dr, Raleigh 27606	919-233-4050, ext. 24891	
Aversboro Elementary Lisa Horton – Manager	1605 Aversboro Road, Garner 27529	919-662-2325, ext. 25602	
Baileywick Elementary Tina Jordan – Manager	9425 Baileywick Road, Raleigh 27615	919-518-0100	
Ballentine Elementary Lorene Hargrove – Manager	1651 North McLaurin Ln, Fuquay-Varina 27526	919-557-1120, ext. 20940	
Banks Road Elementary Rhonda Amato – Manager	10225 Chambers Road, Raleigh 27603	919-890-7333, ext. 20216	
Barton Pond Elementary Rykeita Arrington – Manager	12004 Strickland Road, Raleigh 27613	919-694-8211	
Barwell Road Elementary April Bryant – Manager	3925 Barwell Rd, Raleigh 27610	919-661-5405, ext. 20754	
Baucom Elementary Tracy White – Manager	400 Hunter Street, Apex 27502	919-387-2168, ext. 26878	
Beaverdam Elementary Lucretia Valentic – Manager	3591 Tarheel Club Road, Raleigh 27604	919-694-0222, ext. 22783	
Bowling Road Elementary Shavaughn McKoy – Manager	1201 Bowling Road Fuquay-Varina, NC 27526	919-694-8620, ext. 45561	
Brassfield Elementary VACANT	2001 Brassfield Road, Raleigh 27614	919-870-4080, ext. 24076	
Brentwood Magnet Elementary School of Engineering (Spring Forest Modular Campus) Tawana Collins – Manager	3851 Spring Forest Road, Raleigh 27616	919-850-8720, ext. 26311	
Briarcliff Elementary Latisa Tiara – Manager	1220 Pond Street, Cary 27511	919-460-3443, ext. 22899	
Brier Creek Elementary Shikita Boone – Manager	9801 Brier Creek Pkwy, Raleigh 27617	919-484-4747, ext. 20117	

Brooks Museums Magnet Elementary Nikki Sweet – Manager	700 Northbrook Drive, Raleigh 27609	919-881-1350, ext. 22568	
Broughton High Lisa Anderson – Manager	723 St. Mary's Street, Raleigh 27605	919-856-7810 ext.	
Bryan Road Elementary Shaneeta Thomas – Manager	8317 Bryan Road, Garner	919-694-7844, ext. 27574	
Buckhorn Creek Elementary Catherine Page – Manager	5651 Honeycutt Road, Holly Springs 27540	919-694-8970 ext. 27660	
Bugg Magnet Elementary Center for Design and Computer Sciences Ciera Harcum – Manager	825 Cooper Road, Raleigh 27610	919-250-4750, ext. 25902	
Carnage Gifted and Talented/AG Basics Magnet Middle VACANT	1425 Carnage Drive, Raleigh 27610	919- 856-7600, ext. 22107	
Carpenter Elementary Indira Bista – Manager	2100 Morrisville Parkway, Cary 27519	919-462-6780, ext. 26909	
Carroll Middle Esmerelda Dowdy – Manager	4520 Six Forks Road, Raleigh 27609	919- 881-1370 ext. 23040	
Carver Elementary PreK-5 VACANT	291 Liles-Dean Road, Wendell 27591	919-365-2680, ext. 22963	
Cary Elementary Marilyn Holguin – Manager	400 Kildaire Farm Road, Cary 27511	919-460-3455, ext. 26759	
Cary High Ana Lyoob – Manager	638 Walnut Street, Cary 27511		
Cedar Fork Elementary XIOMY FERMIN, MANAGER	1050 Town Hall Drive, Morrisville 27560	919-388-5240, ext. 26727	
Centennial Campus Magnet Middle VICKIE HAMMONDS-MANAGER	1900 Main Campus Drive, Raleigh 27606	919- 233-4217, ext. 21739	
Combs Leadership Magnet Elementary TINA CAMPBELL – MANAGER	2001 Lorimer Road, Raleigh 27606	919-233-4300, ext. 21008	
Conn Magnet Elementary, School of Entrepreneurial Design MONICA SANFORD-MANAGER	1220 Brookside Drive, Raleigh 27604	919-856-7637, ext. 25541	
Creech Road Elementary TRISTACA BAKER-MARSHALL, MANAGER	450 Creech Road, Garner 27529	919-662-2359, ext. 25081	
Crossroads FLEX High	5651 Dillard Drive, Cary 27518	n/a	
Davis Drive Elementary JULIE SUH – MANAGER	2151 Davis Drive, Cary 27519	919-387-2130, ext. 21993	
Davis Drive Middle GRACE FAN – MANAGER	2101 Davis Drive, Cary 27519	919- 387-3033 ext. 22056	
Dillard Drive Magnet Elementary LATONYA MEORI – MANAGER	5018 Dillard Drive, Raleigh 27606	919-233-4210 ext. 22722	
Dillard Drive Magnet Middle VACANT	5200 Dillard Drive, Raleigh 27606	919- 233-4228 ext. 24033	
Douglas Creative Arts and Science Magnet Elementary SYLTONIA BRUNSON – MANAGER	600 Ortega Road, Raleigh 27609	919-881-4894, ext. 23195	
Durant Road Elementary VACANT	9901 Durant Road, Raleigh 27614	919-870-4220, ext. 26076	
Durant Road Middle KIM CLARK - CNS MANAGER	10401 Durant Road, Raleigh 27614	919-870-4098, ext. 26106	

East Cary Magnet Middle DENNIS BROWN – MANAGER	1111 SE Maynard Rd, Cary 27511	919-466-4377, ext. 27308	
East Garner Elementary VALERIE MATTHEWS – MANAGER	5545 Jones Sausage Road, Garner 27529	919-773-7403	
East Garner International Baccalaureate Magnet Middle KEISHA BROWN – MANAGER	6301 Jones Sausage Road, Garner 27529	919-662-2339, ext. 24448	
East Millbrook International Baccalaureate/Creative Arts Magnet Middle RENE MALONEY – MANAGER	3801 Spring Forest Road, Raleigh 27616	919- 850-8755 ext. 27354	
East Wake High CHRISTIN BROWN – MANAGER	5101 Rolesville Road, Wendell 27591	919-365-2625, ext.24192	
Enloe GT/IB Magnet High School LAURENCIA MOONILAL – MANAGER	128 Clarendon Crescent, Raleigh 27610	919- 856-7918, ext. 24684	
Farmington Woods IB/PYP Magnet Elementary	1413 Hampton Valley Road, Cary 27511	919-460-3476	
Felton Grove High Tracy Ladrach - Manager	8550 Stephenson Rd., Apex 27539	919-694-8989 ext. 45482	
Forest Pines Drive Elementary STEPHANIE AGUIE – MANAGER	11455 Forest Pines Drive, Raleigh, 27614	919-562-6262, ext. 20504	
Forestville Rd. Elementary TERRELL STRINGFIELD - MANAGER	100 Lawson Ridge Road, Knightdale, 27545	919-266-8487, ext. 22995	
Fox Road Elementary JOSEPH DROMMER – MANAGER	7101 Fox Road, Raleigh 27616	919-850-8845, ext. 23935	
Fuller Gifted and Talented/AG Basics Magnet Elementary ADINA MIDGETT – MANAGER	806 Calloway Drive, Raleigh 27610	919-856-7625 ext. 25993	
Fuquay-Varina Elementary ALYSSIA LINTON – MANAGER	6600 Johnson Pond Rd., Fuquay-Varina NC 27526	919-557-2566, ext. 20728	
Fuquay-Varina High LINDA WINN – MANAGER	201 Bengal Boulevard, Fuquay Varina 27526	919- 557-2511. ext. 23829	
Fuquay-Varina Middle SHARON CROOM – MANAGER	1201 Bowling Rd, Fuquay-Varina 27526	919- 557-2727, ext. 24113	
Garner Magnet High VALERIE MATTHEWS - MANAGER	2101 Spring Drive, Garner 27529	919- 662-2379, ext. 23590	
Garner Ninth Grade Center VACANT	2600 Timer Drive Garner, NC 27529		
Green Elementary FELICIA DILLARD – MANAGER	5307 Six Forks Road, Raleigh 27609	919-431-8141, ext. 22641	
Green Hope Elementary MARIA YAROS - CNS MANAGER	2700 Louis Stephens Dr Cary 27519	919-388-5270, ext. 26547	
Green Hope High LAKISHA HOWARD – MANAGER	2500 Carpenter Upchurch Road, Cary 27519	919- 380-3700, ext. 25404	
Green Level High ASMINIA GAUTAM – MANAGER	7600 Roberts RD, Cary, NC 27519	919-694-8222,ext. 27984	
Harris Creek Elementary AYANNA MYRICK – MANAGER	3829 Forestville Road Raleigh, 27616	919-217-5100, 24410	
Herbert Akins Road Elementary RHONDA DORMAN – MANAGER	2255 Herbert Akins Road, Fuquay-Varina, 27526	919-567-4100, ext. 20192	
Herbert Akins Road Middle	2275 Herbert Akins Road, Fuquay-Varina NC 27526		
Heritage Elementary AMBER SMITH – MANAGER	3500 Rogers Road, Wake Forest 27587	919-562-6000, ext. 22545	

Heritage High JAMES WARD – MANAGER	1150 Forestville Rd, Wake Forest 27857	919- 570-5600 ext. 20663	
Heritage Middle SHARON CIPTI – MANAGER	3400 Rogers Lane, Wake Forest 27587	919-562-6204, ext. 22509	
Highcroft Drive Elementary CHERYL GOLDSTON – MANAGER	5415 Highcroft Drive, Cary 27519	919-460-3527, ext. 27162	
Hilburn Drive Academy K-8 CHERYL WILLIAMS – MANAGER	7100 Hilburn Drive, Raleigh 27613	919-571-6800, ext. 26026	
Hilltop Needmore Elementary VACANT	4575 Hilltop Needmore Rd. Fuquay-Varina, NC		
Hodge Road Elementary CHARLINE COVINGTON – MANAGER	2128 Mingo Bluff Blvd., Knightdale 27545	919-266-8599, ext. 21541	
Holly Grove Elementary JOY BRUMBELOW – MANAGER	1451 Avent Ferry Rd, Holly Springs, 27540	919-577-1700, ext. 20310	
Holly Grove Middle NADESHA JONES – MANAGER	1401 Avent Ferry Road, Holly Springs 27540	919-567-4177, ext. 20481	
Holly Ridge Elementary MELISSA CROOKS – MANAGER	900 Holly Springs Rd, Holly Springs 27540	919-577-1300, ext. 23118	
Holly Ridge Middle VACANT	950 Holly Springs Rd., Holly Springs 27540	919-577-1335, ext. 23150	
Holly Springs Elementary INSIL KO – MANAGER	401 Holly Springs Rd. Holly Springs 27540	919-557-2660 Ext 21964	
Holly Springs High GERMAINE MILO – MANAGER	5329 Cass Holt Rd, Holly Springs 27540	919- 577-1444 ext. 23469	
Hortons Creek Elementary KEOTA BROWN – MANAGER	7615 O'Kelly Chapel Road, Cary, NC 27519	919-694-8660, ext. 26852	
Hunter Gifted and Talented/AG Basics Magnet Elementary PHILIPPAA HOLLOWAY – MANAGER	1018 E. Davie Street, Raleigh 27601	919-856-7676, ext. 21036	
Jeffreys Grove Magnet Elementary KATHERINE HATFIELD - MANAGER	6119 Creedmoor Road, Raleigh 27612	919-881-4910, ext. 25820	
Jones Dairy Elementary GINA SANDERS – MANAGER	1100 Jones Dairy Road, Wake Forest 27587	919-562-6181, ext. 23998	
Joyner Center for Spanish Language/IB PYP Magnet Elementary	2300 Lowden Street, Raleigh 27608	919-856-7650, ext. 21644	
Kingswood Magnet Elementary LINISHA WILLIAMS – MANAGER	200 E. Johnson St., Cary 27513	919-460-3481 ext. 21606	
Knightdale Elementary FAITH LASHLEY – MANAGER	109 Ridge Street, Knightdale 27545	919-266-8540, ext. 21663	
Knightdale High MARGARET KILLETTE – MANAGER	100 Bryan Chalk Lane, Knightdale 27545	919-217-5350, ext. 25130	
Lacy Elementary ANIKA SANDERS – MANAGER	2001 Lake Boone Trail, Raleigh 27607	919-881-4920, ext.23387	
Lake Myra Elementary NICOLE ALBINO – MANAGER	1300 Elk Falls Road, Wendell 27591	919-365-8990, ext. 24504	
Laurel Park Elementary THERESA MASSA – MANAGER	2450 Laura Duncan Road, Apex 27523	919-290-2333, ext. 21279	
Lead Mine Elementary ASHLEY SMITH – MANAGER	8301 Old Lead Mine Road Raleigh 27615	919-870-4120, ext. 21182	
Leesville Road Elementary DANIELLE HARRIS – MANAGER	8402 Pride Way, Raleigh 27613	919-870-4200 ext. 24607	

Leesville Road High JENNIFER BUCK – MANAGER	8410 Pride Way, Raleigh 27613	919- 870-4250 ext. 24541	
Leesville Road Middle DANIELLE HARRIS – MANAGER	8406 Pride Way, Raleigh 27613	919- 870-4141 ext. 24637	
Ligon Gifted and Talented/AG Basics Magnet Middle	706 E. Lenoir Street, Raleigh 27601	919- 856-7929 ext. 22160	
Lincoln Heights Elementary RACHEL RUBIO-GILES – MANAGER	307 Bridge Street, Fuquay-Varina 27526	919-557-2592	
Lockhart Elementary MELISSA KEEN – MANAGER	1320 N. Smithfield Road, Knightdale 27545	919-266-8525, ext. 26483	
Longview 6-12	318 N. King Charles Road, Raleigh 27610		
Lufkin Road Middle SAMANTHA BRYANT – MANAGER	1002 Lufkin Road, Apex 27539	919-387-4465, ext. 25673	
Lynn Road Elementary ANGELO FONTENOT – MANAGER	1601 Lynn Road, Raleigh 27612	919-870-4074, ext. 20860	
Martin Gifted and Talented Magnet Middle VACANT	1701 Ridge Road, Raleigh 27607	919- 881-4970 ext. 27404	
Middle Creek Elementary NIKISHA TROTTER – MANAGER	110 Middle Creek Park Ave. Apex 27539	919-773-9555, ext. 21250	
Middle Creek High MARY HOLT – MANAGER	123 Middle Creek Park Ave, Apex 27539	919- 773-3838 ext. 21906	
Millbrook Environmental Connections Magnet Elementary	1520 E. Millbrook Road, Raleigh 27609	919-850-8700, ext. 26251	
Millbrook Magnet High LUKESHA CEESAY – MANAGER	2201 Spring Forest Road, Raleigh 27615	919- 850-8787 ext. 21453	
Mills Park Elementary NAAILAH NDUPU – MANAGER	509 Mills Park Drive, Cary 27519	919-466-1466, ext. 20772	
Mills Park Middle VONDA GILLIAM – MANAGER	441 Mills Park Drive, Cary 27519	919- 466-1500 ext. 20820	
Moore Sq. Museums Magnet Middle KWANTA FITTS – MANAGER	301 South Person Street, Raleigh 27601	919- 664-5737 ext. 26635	
Morrisville Elementary VACANT	1519 Morrisville Pkwy., Morrisville 27560	919-460-3400, ext. 21783	
Morrisville High School VACANT	6333 Little Drive, Morrisville, NC 27560		
Mt. Vernon K-8	5418 Chapel Hill Road, Raleigh 27607	919-233-4313 ext. 27071	
Neuse River Middle TANISHA LOCKHART – MANAGER	2700 Old Milburnie Road, Raleigh 27604	919-266-8500, ext. 21141	
North Forest Pines Drive Elementary RENEE BLACK – MANAGER	11501 Forest Pines Dr., Raleigh 27614	919-570-2220, ext. 20531	
North Garner Middle TANIKA ATWATER – MANAGER	720 Powell Drive, Garner 27529	919-662-2434, ext. 21388	
North Ridge Elementary DYNESHIA DAVIS – MANAGER	7120 Harps Mill Road, Raleigh 27615	919-870-4100, ext. 26819	
North Wake College and Career Academy 9-12 KATHY POPE – MANAGER	931 Durham Road, Wake Forest, 27587	919-694-8650, ext. 29134	
Northwoods Elementary DANIELLE DOWNING – MANAGER	8850 Chapel Hill Rd., Cary, 27513	919-460-3491, ext. 26939	
Oak Grove Elementary FELICIA MASSENBURG – MANAGER	10401 Penny Road, Raleigh 27606	919-387-4490, ext. 22932	

Oakview Elementary ANA BAUTISTA – MANAGER	11500 Holly Springs New Hill Road, Apex 27539	919-694-8885, ext. 23552	
Oberlin Magnet Middle EBONY JOHNSON – MANAGER	2816 Oberlin Road, Raleigh 27608	919- 881-4860, ext.23337	
Olds Elementary ANIKA SANDERS – MANAGER	204 Dixie Trail, Raleigh 27607	919-856-7699, ext. 20963	
Olive Chapel Elementary GAYLE WELCH – MANAGER	1751 Olive Chapel Road, Apex 27502	919-387-4440, ext. 24380	
Panther Creek High KAYI MENSAH – MANAGER	6770 McCrimmon Pkwy., Cary 27519	919-463-8656, ext. 25213	
Parkside Elementary MARIA OBALAPPA – MANAGER	332 Parkside Valley Drive, Morrisville, NC 27560	919-694-7888, ext. 27879	
Partnership Interactive Community Magnet Elementary	601 Devereux Street, Raleigh 27605	919-856-8200, ext. 23969	
Penny Road Elementary BELINDA MONTGOMERY – MANAGER	10900 Penny Road, Cary 27518	919-387-2136, ext. 26180	
Pine Hollow Middle ANA DIAZ – MANAGER	5365 Bartram Pl., Raleigh 27617	919-694-8880, Ext. 22684	
Pleasant Grove Elementary EVELYN BENIAMEN – MANAGER	3605 Pleasant Grove Church Road, Morrisville 27560	919-694-8770, ext. 22843	
Pleasant Plains Elementary Lourdes Faustino – Manager	1511 Woodall Crest Drive, Apex NC 27502	919-694-8900 ext. 45441	
Pleasant Union Elementary JUANITA WILKERSON – MANAGER	1900 Pleasant Union Church Road, Raleigh 27614	919-870-4230, ext. 20424	
Poe GT/AIG Basics Magnet Elementary PreK-5 TINA CAMPBELL – MANAGER	400 Peyton Street, Raleigh 27610	919-250-4777, ext. 24346	
Powell Center for Play and Ingenuity Magnet Elementary CAROL PEAY – MANAGER	1130 Marlborough Road, Raleigh 27610	919-856-7743	
Rand Road Elementary	300 Arbor Greene Drive, Garner 27529	919-662-2275 ext. 26407	
Reedy Creek Center for the Digital Sciences Magnet Middle LASHONDA COOK – MANAGER	930 Reedy Creek Rd, Cary 27513	919- 460-3504 ext. 21498	
Reedy Creek Elementary LISA HORTON - MANAGER	940 Reedy Creek Road, Cary 27513	919-380-3660, ext. 21684	
Rex Road Elementary Vercilli Sibunga - Manager	6125 Rex Road, Holly Springs, NC 27540	919-697-8450 ext. 45522	
Richland Creek Elementary WENDY HOGAN – ASST. MANAGER	840 Wallridge Drive, Wake Forest, 27587	919-554-6333, ext. 20594	
River Bend Elementary Evelyn Robinson-Manager	6710 Perry Creek Road, Raleigh, NC 27616	919-431-8010, ext. 25509	
River Bend Middle ALYSSA FULLER – MANAGER	5601 Wallace Martin Way, Raleigh 27616	919-694-8690, ext. 27458	
Rogers Lane Elementary KADISHA LEWIS – MANAGER	201 N. Rogers Lane, Raleigh, NC 27610	919-694-8670, ext. 26975	
Rolesville Elementary RACHEL THOMAS – MANAGER	307 S. Main Street, Rolesville 27571	919-554-8686, ext.23771	
Rolesville High ELISSIA PERRY – MANAGER	1099 Young Street, Rolesville 27571	919- 554-6303, ext.20395	
Rolesville Middle	4700 Burlington Mills Rd, Rolesville 27571	919-570-2260, ext. 20288	

JASHAWNNA WILKERSON – MANAGER			
Root Elementary MARIA DAVOLOS – MANAGER	3202 Northampton Street, Raleigh 27609	919-881-4940, ext. 25045	
Salem Elementary NORMA DORICH – MANAGER	6116 Old Jenks Road, Apex 27523	919- 363-2865 ext. 21714	
Salem Middle RENE HUMPHREY – MANAGER	6150 Old Jenks Rd, Apex 27523	919-363-1870, ext. 21566	
Sanderson High VACANT	5500 Dixon Drive, Raleigh 27609	919- 881-4800 ext. 24820	
Sanford Creek Elementary GLORIA SHEPPARD – MANAGER	701 Granite Falls Blvd., Rolesville 27571	919-570-2100, ext. 20247	
Scotts Ridge Elementary SAMANTHA BRYANT – MANAGER	6601 Apex Barbecue Road, Apex 27502	919-694-0300, ext. 20084	
Smith IB/PYP Magnet Elementary SARAH COKER – MANAGER	1101 Maxwell Drive, Raleigh 27603	919-662-2465	
South Garner High VACANT	8228 Hebron Church Rd, Garner, NC 27529	919-694-7711, ext. 27620	
South Lakes Elementary	190 SE Fuquay-Varina Pkwy,Fuquay-Varina 27526	919-694-8066, ext.27739	
Southeast Raleigh Elementary PreK-5 BRANDY PEBBLES – MANAGER	1436 Rock QuarryRoad, Raleigh 27610	919-694-8444, ext. 27834	
Southeast Raleigh Magnet High JONNAY MCCLAM – MANAGER	2600 Rock Quarry Road, Raleigh 27610	919-856-2800, ext. 24980	
Stough Magnet Elementary JOANN CALLAZO – MANAGER	4210 Edwards Mill Road, Raleigh 27612	919-881-4950, ext. 26576	
Swift Creek Elementary ALEXIS SMITH – MANAGER	5601 Tryon Road, Raleigh 27606	919-233-4320, ext. 20884	
Sycamore Creek Elementary CLAYTON ALLEN – MANAGER	10921 Leesville Road, Raleigh 27613	919-841-4333, ext. 25475	
Timber Drive Elementary KIM RAJNISH – MANAGER	1601 Timber Drive, Garner 27529	919-773-9500, ext. 21307	
Transitions Program 6-8			
Turner Creek Elementary NIKISHA TROTTER – MANAGER	6801 Turner Creek Road, Cary 27519	919-363-1391 ext. 27194	
Underwood Gifted and Talented Magnet Elementary KESHA EARLY – MANAGER	1614 Glenwood Avenue, Raleigh 27608	919-856-7663, ext. 21070	
Vance Elementary SEONHEE PARK – MANAGER	8808 Old Stage Road, Raleigh 27603	919-662-2472, ext. 24157	
Vandora Springs Elementary SANDY AVERY – MANAGER	1300 Vandora Springs Rd Garner 27529	919-662-2486, ext. 26151	
Vernon Malone College & Career Academy 9-12	2200 S.Wilmington Street, Raleigh 27603	919-856-8119 ext. 24768	
Wake Early College of Health and Sciences Magnet High 9-13	2901 Holston Lane, Raleigh 27610	N/A	
Wake Early College of Information and Biotechnologies 9-13			
Wake Forest Elementary COLONDRA BUSHWELL-BAILEY – MANAGER	136 West Sycamore Ave., Wake Forest 27587	919-554-8655, ext. 23906	
Wake Forest High CLARESSA SMITH – MANAGER	420 West Stadium Drive, Wake Forest 27587	919- 554-8611 ext. 23687	

Wake Forest Middle TRACY SOUTHERLAND-JOHNSON – MANAGER	1800 S. Main Street, Wake Forest 27587	919- 554-8440 ext. 22410	
Wakefield Elementary DAHLIA GREEN – MANAGER	2400 Wakefield Pines Dr Raleigh 27614	919-562-3555, ext. 22023	
Wakefield High SHAYLA MCDOWELL – MANAGER	2200 Wakefield Pines Dr Raleigh, 27614	919- 562-3600 ext. 22227	
Wakefield Middle LEWIS FONTENOT – MANAGER	2300 Wakefield Pines Dr Raleigh 27614	919-562-3500, ext. 29070	
Wakelon Elementary JACQUELINE MCDUFFIE - MANAGER	8921 Pippin Rd, Zebulon, 27597	919-404-3844, ext. 23230	
Walnut Creek Elementary LISA SMITH - MANAGER	2600 Sunnybrook Rd, Raleigh, 27610	919-857-9500, ext. 20634	
Washington Gifted and Talented Magnet Elementary TINA CAMPBELL – MANAGER	1000 Fayetteville Street, Raleigh, 27601	919-856-7960, ext. 26607	
Weatherstone Elementary DENISE RUSSO – MANAGER	1000 Olde Weatherstone Way, Cary 27513	919-380-6988, ext. 25963	
Wendell Creative Arts and Science Magnet Elementary LISA SMITH – MANAGER	3355 Wendell Boulevard, Wendell 27591	919-365-2660, ext. 22751	
Wendell Middle REBECCA MCLAMB - MANAGER	3409 NC HWY 97, Wendell, 27591	919-365-1667, ext. 25316	
West Cary Middle JARROD SPEAKS – MANAGER	1000 Evans Road, Cary 27513	919- 460-3528 ext. 21344	
West Lake Elementary MARIA SERRANO – MANAGER	4500 West Lake Rd, Apex 27539	919-662-2300, ext. 25732	
West Lake Middle PATRICIA EVERETTE – MANAGER	4600 West Lake Road, Apex 27539	919-662-2900, ext. 25768	
West Millbrook International Baccalaureate Magnet Middle HANA HABTE – MANAGER	8115 Strickland Road, Raleigh 27615	919-870-4050, ext. 24301	
White Oak Elementary KAM YUK RIPPLE CHU – MANAGER	1512 White Oak Church Rd Apex 27523	919-694-0202, ext.22873	
Wilburn Elementary REGINA CROWDER – MANAGER	3707 Marsh Creek Road, Raleigh 27604	919-850-8738, ext. 26370	
Wildwood Forest Elementary WENDALL FONTENOT – MANAGER	8401 Wild Wood Forest Dr, Raleigh 27616	919-713-0600, ext. 24271	
Wiley International Studies Magnet Elementary LARISSA DAUDIE – MANAGER	301 St. Mary's Street, Raleigh 27605	919-856-7723, ext. 20982	
Willow Spring High DONNA BARTHER – MANAGER	1704 Old Honeycutt Rd. Fuquay Varina 27526	919-694-8030, Ext 28224	
Willow Springs Elementary JONNY PINTZE – MANAGER	6800 Dwight Rowland Rd. Willow Springs 27592	919-557-2770, ext. 23421	
Yates Mill Elementary MARY HARRINGTON – MANAGER	5993 Yates Mill Pond Rd. Raleigh 27606	919-233-4244, ext. 20912	
York Elementary PAM GARCIA – MANAGER	5201 Brookhaven Drive, Raleigh 27612	919-881-4960, ext. 26283	
Zebulon Gifted and Talented Magnet Elementary KIMBERLY BRANCH – MANAGER	700 Proctor Street, Zebulon 27597	919-404-3680, ext. 21213	
Zebulon Gifted and Talented Magnet Middle CYNTHIA HERNANDEZ – MANAGER	1000 Shepard School Rd. Zebulon 27592	919-404-3630, ext. 21113	

