




**Memorandum from Purchasing Department**  
***Letter of Instruction for RFP #251-27-105***

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](mailto: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.

	<b>Request For Proposal #251-27-105</b>	
	<b>Proposals will be publicly opened: May 14, 2026 @ 11:00 AM</b>	
1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	Contract Type: Agency Specific Term	
<b>Refer ALL Inquiries to:</b> Marcella Calvert Telephone No: 919-588-3457	Commodity: Temporary Staffing Services	
E-Mail: <a href="mailto:bids-mcalvert@wcpss.net">bids-mcalvert@wcpss.net</a>	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

**NOTICE TO VENDORS**

Electronic proposals, subject to the conditions made a part hereof, will be received until 2:00 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 Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

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

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

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

Submit **one (1) signed, original executed** proposal response 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	April 30, 2026
Questions submitted to: <a href="mailto:bids-mcalvert@wcpss.net">bids-mcalvert@wcpss.net</a> (Reference RFP # 251-27-105 in subject line)	Vendor/WCPSS	May 5, 2026, at 2:00 PM/ET
Provide Response to Questions	WCPSS	May 8, 2026 by end of business day
Submit Proposals	Vendor	By May 14, 2026, by 10:00 AM/ET
Public Live Bid Opening  (Vendor attendance is not required)	WCPSS, Vendor	May 14, 2026, at 11:00 AM/ET  <b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/21082009497210?p=oVvqemHoDtPDUzo6ns">https://teams.microsoft.com/meet/21082009497210?p=oVvqemHoDtPDUzo6ns</a> Meeting ID: 210 820 094 972 10 Passcode: Fo2Fd7BN

**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](mailto:bids-mcalvert@wcpss.net) at date and time specified above. Vendors should enter “RFP # 251-27-105 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 Quote For Temporary Staffing – Form L

\_\_\_\_\_ Customer References – Pg. 21

**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 under G.S 143-129.

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**

<b>Category</b>	<b>Points</b>
Pricing	65
Experience	20
References	10
Operational Capability	5

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### **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](http://www.wcpss.net)).

### **PROJECT OBJECTIVE**

The Wake County Public School System (WCPSS) Child Nutrition Services (CNS) department is seeking qualified vendors to provide temporary staffing services to support cafeteria operations, administrative functions, warehouse logistics, and technology support.

Temporary staffing hours will vary as needed between the hours of 6:00 am to 4:00 pm on normal school operating days. Temporary employees must go through an orientation. We do not guarantee any minimum or maximum number of working hours or days when a staffing agency employee is assigned.

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.

Deliverables shall include a pricing information, experience, and methodology for commercial moves pertaining to public school environments.

## **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**

The vendor shall recruit, screen, and provide qualified temporary personnel upon request. Employees must meet district standards, background check requirements, and compliance requirements.

Qualified Temporary Staffing Agencies must be able to:

1. Submit a criminal background check that includes a sex offender registry check on every temporary employee prior to working in a school cafeteria or in the central office. A criminal history check and a check of the sex offender registry must be conducted on all candidates working through the staffing agency in the school system in accordance with NC State Law, CCBOE Policy 7100.
2. Submit consumer notification and authorization-consumer reports consent for release of information form and health certificate forms for all temporary staff employees.
3. Conduct and submit an annual background check on all temporary staff employees.
4. Submit all temporary employee information to WCPSS forty-eight (48) hours before the orientation date.
5. Have a 24-hour phone service in which Child Nutrition Services can call to place staffing requests.
6. Provide Civil Rights training as required by North Carolina Department of Public Instruction.
7. Verify that all temporary staff employees report to assignments in the approved WCPSS uniform.
8. Must be capable of taking care of emergencies that may occur within the day.
9. THE VENDOR shall be licensed and approved to do business in the State of North Carolina.
10. Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
11. Present sufficient qualified personnel to carry out the project in a timely fashion. Please include staffing information.
12. Demonstrated experience in performing similar projects.
13. Experience with temporary labor services. Minimum 3 years staffing experience.
14. Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.  
(Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>  
(State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>
15. Ability to provide staff with short notice
16. Experience with public sector clients preferred
17. Receive emailed requests for temporary labor and respond quickly to fill the needed assignments

**Acknowledged and Agree:** **Initial:** \_\_\_\_\_

Qualified Temporary Staffing Employees working in a Cafeteria school assignment must (See Attachment D):

1. Be approved by WCPSS before attending CNS orientation
2. Attend CNS orientation before working at a school site.
3. Dress in the approved WCPSS uniform, with hair net and approved shoes.
4. Arrive on time to start work at the designated time and remain on the job until dismissed by the Manager or his/her Designee.
5. Provide a timesheet for the CNS Manager or his/her Designee to sign approving the hours worked.
6. Responsibilities include assisting with food preparation, maintaining sanitation standards, following approved food service procedures, assisting with cleaning tasks, and supporting cafeteria operations.

**Acknowledged and Agree:** **Initial:** \_\_\_\_\_

Qualified Temporary Staffing Employees working in a central office clerical assignment must:

1. Be approved by WCPSS before reporting to the Central Office assignment.
2. Dress in a business casual manner.
3. Arrive on time to start work at the designated time and remain on the job until dismissed by the Manager or his/her Designee.
4. Responsibilities include data entry, filing, clerical assistance, recordkeeping, and general office support.

**Acknowledged and Agree:** **Initial:** \_\_\_\_\_

Qualified Temporary Staffing Employees working in a central office/warehouse/technology support assignment must:

1) Central Office Assignment

- a) Be approved by WCPSS before reporting to the Central Office assignment.
- b) Arrive on time to start work at the designated time and remain on the job until dismissed by the Manager or his/her Designee.
- c) Be able to lift a maximum of 35 lbs.
- d) Be a passenger in a delivery box truck to assist with unloading of product in the schools. Therefore, also be able to use a two-wheel hand truck to hand load cases of product.

**Acknowledged and Agree:** **Initial:** \_\_\_\_\_

2) Warehouse Support Assistant

- a) Approved by WCPSS before reporting to the Warehouse assignment.
- b) Dress in the slacks and polo shirt and approved work shoes.
- c) Arrive on time to start work at the designated time and remain on the job until dismissed by the Manager or his/her Designee.
- d) Work is considered heavy physical work, requiring the exertion of up to 100 pounds of force occasionally or 50 pounds of force constantly to move objects.
- e) Be a passenger in a delivery box truck to assist with unloading of product in the schools. Therefore, also be able to use a two-wheel hand truck to hand load cases of product.
- f) Responsibilities include assisting with loading and unloading deliveries, inventory support, and warehouse operations. May utilize a hand truck or pallet jack.

**Acknowledged and Agree:** **Initial:** \_\_\_\_\_

3) Technology Support Assistant

- a) Approved by WCPSS before reporting to the Central Office assignment.
- b) Dress in a business casual manner
- c) Arrive on time to start work at the designated time and remain on the job until dismissed by the Manager or his/her Designee.
- d) Must have own car and a valid NC driver's license for travel within Wake County and be able to lift and move objects up to fifty pounds. Will include travel from school to school.
- e) Responsibilities include providing technical and customer service support for the CNS Technology Office through phone, remote access, and on-site visits. Duties involve documenting service calls, troubleshooting and installing POS hardware, software, and printers. Additionally, assisting with device deployment, imaging,

and configuring computers, asset tagging, inventory tracking, and other technology support tasks as directed by CNS technology staff; must follow all WCPSS technology security and confidentiality policies.

**Acknowledged and Agree:** **Initial:** \_\_\_\_\_

## **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 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.

## 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.

**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 [bids-mcalvert@wcpss.net](mailto:mcavert@wcpss.net).

**DEADLINE FOR PROPOSAL SUBMITTAL**

The proposals are due no later than **Friday, May 14, 2026 at 11:00 AM**. 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.

**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:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. 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 (WCBQE) 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.
- a. **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.
  - b. **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**

<b>Type of Insurance</b>	<b>Type of Service</b>	<b>Minimum Insurance Limits</b>
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](mailto: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.

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Company Name (Please Print)

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Signature of Authorized Representative

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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.

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Company Name (Please Print)

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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.

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Company Name (Please Print)

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Signature of Authorized Representative

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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](http://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).

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(Signature of Authorized Representative)

**Form L**

**Pricing Proposal**

**Wake County Public School System  
Child Nutrition Services**

**QUOTE FOR TEMPORARY STAFFING**

**Company Quoting:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Quoted By** \_\_\_\_\_

\_\_\_\_\_ **Signature** \_\_\_\_\_

**Phone/Fax:** \_\_\_\_\_ **Title** \_\_\_\_\_

<b>Temporary Staffing Position</b>	<b>Hourly Rate</b>
<b>Clerical</b> (Central Office)	
<b>CNS Assistant</b> (School Cafeteria)	
<b>Helper/Warehouse Assistant</b> (CNS Warehouse)	

<b>Conversion Period:</b> Amount of time a temporary employee must work prior to being eligible for hire by CNS and any additional contract release information for your agency.	
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<b>Address of Local Office(s):</b> Address and Phone Number of the local office that will provide services