

 <b>WAKE COUNTY PUBLIC SCHOOL SYSTEM</b>  <b>WAKE COUNTY PUBLIC SCHOOL SYSTEM</b>  <b>PURCHASING DEPARTMENT</b>	<b>REQUEST FOR PROPOSAL NO. 251-20-15-R</b>	
	Bids due : <b>MAY 29, 2019 3:00 pm ET</b>	
	Contract Type: Agency Specific	
<b>Refer <u>ALL</u> Inquiries Via Email to:</b> Jim Jaeger, Buyer	Commodity: <b>AUTOMOTIVE SHOP EQUIPMENT REPAIR / SERVICE - 928</b>	
E-Mail: <a href="mailto:jjaeger@wcpss.net">jjaeger@wcpss.net</a>	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	
<b>(See page 3 for mailing instructions.)</b>		

**NOTICE TO BIDDERS**

RFP's, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Rd. Bidg. F, Raleigh, NC 27610) or via email, until 3:00 p.m. ET May 29, 2019 for furnishing and delivering the commodity and/or service as described herein. Refer to page 2 & 3 for proper deadline, delivery/mailling or email instructions and location addresses.

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

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

**Failure to execute/sign bid prior to submittal may render bid invalid.**

BIDDER:		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 45 days from date of bid opening unless otherwise stated here: \_\_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

**PURPOSE AND BACKGROUND**

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

**RFP SCHEDULE**

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

<b>Event</b>	<b>Responsibility</b>	<b>Date, Time (ET), Location</b>
<b>Issue RFP</b>	WCPSS	<b>5-22-2019</b>
<b>Submit Written Questions via Email</b>	Vendor	<b>5-24-2019 10:00 am ET</b>
<b>Provide Response to Questions to Websites and "RFP Quiet Period" Begins</b>	WCPSS	<b>5-24-2019 5:00 pm ET</b>
<b>Submit Proposals Deadline via Delivery or EMAIL</b>	Vendor	<b>5-29-2019 3:00 pm ET</b>  1551 Rock Quarry Rd. Bldg. F (Purchasing) Raleigh NC 27610  <a href="mailto:jjaege@wcpss.net">jjaege@wcpss.net</a>

**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 by the above due date. Written questions only shall be emailed to [jjaege@wcpss.net](mailto:jjaege@wcpss.net) at date and time specified above. Vendors should enter "RFP #251-20-\_\_\_ Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below

<b>RFP References</b>	<b>Vendor Question</b>
RFP Number, Section, Page Number	List Vendor question(s)
251-19-___	

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

**PROPOSAL SUBMITTAL (CAN BE EMAILED OR DELIVERED):**

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below or via email to: [jjaege@wcpss.net](mailto:jjaege@wcpss.net) for furnishing and delivering those items or services as described herein.

**Mailing/Email address for delivery of proposal:**

PROPOSAL NUMBER: \_\_\_\_\_

Wake County Public Schools

Attn: Jim Jaeger, Buyer

1551 Rock Quarry Road

Purchasing Dept. Bldg. F

Raleigh, NC 27610

EMAIL ADDRESS: [jjjaeger@wcpss.net](mailto:jjjaeger@wcpss.net)

a) Submit ONE (1) SIGNED, EXECUTED PROPOSAL RESPONSE VIA DELIVERY OR EMAIL, AS SPECIFIED ABOVE

**TRANSPORTATION CHARGES:** "FOB Raleigh, North Carolina with all transportation charges prepaid and included in the bid price."

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. 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.

**FIRM BID:** Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

**METHOD OF AWARD**

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

**PROPOSAL EVALUATION**

All proposals will be evaluated by WCPSS. WCPSS, at its sole discretion, may ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. The maintenance and operations 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 recommend the contractor with the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular contractor or to invite or exclude any particular contractor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more contractors who presented proposals, WCPSS may, at its sole discretion, recommend to WCPSS senior staff that the proposals be rejected and the process repeated, that WCPSS enter into direct contract negotiations with one or more contractors (possibly including contractors who have not previously submitted proposals) or that WCPSS take any other action the committee deems advisable under all the circumstances.

The WCPSS Board of Education retains sole discretion to award the contract to the contractor(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. The Board shall not be required to award a contract to the contractor with the lowest proposed compensation; nor shall the Board have any obligation to explain its decision to select or not select any individual contractors or to invite or exclude any individual contractors from consideration at any stage of the process. The decision of the Board of Education to accept or reject any proposals and to award contract(s) to any one or more contractor(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.

**References**

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been provided.



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	

*\*Note: All proposals should include this form, regardless of being a current, past or potential new vendor to WCPSS.*

**IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

*During the evaluation period—from the date proposals are opened 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 person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1 and 2.*

**WCPSS Purchasing Department Ethics Policy and Standards of Conduct**

All purchasing department employee conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees. Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

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

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

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

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

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

\*\*\*\*\* **IMPORTANT RFP GENERAL NOTES FOR WCPSS 2019-20 M & O SERVICE AGREEMENTS AND JOB ORDER CONTRACTS** \*\*\*\*\*

- Please review and adhere to RFP schedule that is listed on page 2.
- Any and all WCPSS communications will be made thru the following websites, WCPSS: <http://www.wcpss.net/domain/101> or IPS: <http://www.ips.state.nc.us>
- All questions for RFP's are due "in writing via email" no later than the date/time specified on page 2
- No telephone calls will be accepted or answered. Any inquiries must be emailed to: [jaeger@wcpss.net](mailto:jaeger@wcpss.net)
- All answers to RFP questions will be posted to the WCPSS and IPS websites in the form of an addendum
- The RFP "Quiet Period" begins after the answers are posted and no new questions will be accepted or answered. (Unless there is an RFP omission that directly affects the bid).
- It is strongly recommended that the bidding vendor check either website for any late addendums, prior to an RFP submission.
- A submitted RFP should contain one (1) original fully executed document
- An acceptable RFP should be executed in all areas requested. Submissions should include, but not limited to: RFP Execution page 1, References page 4, all Schedule A documents and RFP Bid sheets. The submitted RFP does not need to have the general information, such as the Terms & Conditions and other informational or sample pages sent back.
- By the execution of the RFP page 1, the vendor does certify that the entire RFP has been reviewed, understood and agrees to the terms. If RFP page 1 is not completed and executed, the submission may be deemed invalid.
- **Important Note:** All Terms and Conditions of WCPSS RFP's cannot be altered, changed or added to. Additional vendor terms and conditions will not be accepted and a vendor's submission may be disqualified, if the submitted RFP is altered.
- After RFP opening, all submissions will go into departmental review, prior to award. Please note that this process takes time and due diligence. Results requests from bidding vendors only, can be submitted to the buyer. These requests will be kept on file and responded to, after award is made and contract/agreement is executed.
- During the entire bid process, the vendor is required to observe the RFP's "Confidentiality and Prohibited Communications" requirements. The only communication the vendor should have with any WCPSS staff member is the buyer of record.

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

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

- a. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:
 

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
- c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner,

and that the Wake County Board of Education is listed as additional insured on general liability.

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

31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- 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.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with 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. **LUNS福德 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 checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the 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.

July 2017



**FORM OF PROPOSAL**  
**2019 - 2020 Year Service Agreement for  
Automotive Shop Equipment Service/Repair**

**Optional Renewal**  
**2020 - 2021 Year Service Agreement for  
Automotive Shop Equipment Service/Repair**

TO Wake County Public School System  
Regional Maintenance  
Maintenance & Operations Building  
1551 Rock Quarry Road  
Raleigh, NC 27610

FROM: \_\_\_\_\_  
BIDDER  
  
\_\_\_\_\_  
ADDRESS  
  
\_\_\_\_\_  
CITY STATE ZIP

**BID PROPOSAL**

**(The rates submitted will be for the period of July 1, 2019 through July 31, 2020 and are eligible for renewal.):** Comprised of the contractor's total hourly labor cost inclusive of miscellaneous tools and equipment, vehicle costs, mileage, fuel charges, overhead and profit, insurance, and miscellaneous materials and tools used in the normal installation and repair such as but not limited to: rags and all other expendable items, torch fees, vacuum pumps, pipe benders, small refrigerant reclaim units, coring equipment, etc. Items that may be charged over and above hourly rates are parts that are replaced or installed.

**Scope of work**

Equipment service/repair include but are not limited to hydraulic equipment, compressors, oil and air lines.

**Description**

**Hourly Rate**

Labor Rate (\$\_\_\_\_\_)

Parts \_\_\_\_\_ (Indicate Mark Up or Discount)

**Qualifications**

Number of Years in Business \_\_\_\_\_

Number of Local Service Employees \_\_\_\_\_

List three references with Business Name, address, contact person and phone number

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**Confirmation of Bid**

1. Legal Name of Firm:

a. If Firm is a corporation, state that corporation is organized under the laws of the State of \_\_\_\_\_ please affix corporate seal to this Form of Bid.

b. If Firm is a partnership, state names of partners:

\_\_\_\_\_  
\_\_\_\_\_

c. If Firm is an individual using a trade name, state name of individual:

\_\_\_\_\_

2. Contractor License Number (license pertaining to discipline): \_\_\_\_\_

3. Contractor by submitting a proposal acknowledges that it has reviewed all of the documents and shall abide by the terms and conditions of all documents. The contractor further acknowledges that the Master Job Order Contract's and Service Agreement's terms and conditions are not subject to negotiation or modification after the bids are accepted and awarded.

Respectfully submitted, this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

(Signature) \_\_\_\_\_

(Name Typed) \_\_\_\_\_

(Title) \_\_\_\_\_

(SEAL IF BIDDER IS A CORPORATION)

The following data is to be furnished by the WCPSS to the Office for Historically Underutilized Businesses, NC Dept. of Administration.

**Contractor Information**

Company Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

I certify status as a minority business (at least 51% of business is owned by):  
(check all that apply)

- Black (B)
- Hispanic (H)
- Asian American (A)
- American Indian (I)
- Female (F)
- Not Applicable