

Wayne County Public Schools 2001 E. Royal Ave. - P.O. Drawer 1797 Goldsboro, NC 27533	REQUEST FOR PORPOSAL NO:03202018
Refer <u>ALL</u> Inquiries to: Dean Sauls or Tim Harrell Telephone No. 919-705-6159 (Dean Sauls); 919-705-6192 (Tim Harrell)	Bids will be publicly opened: May 10 ,2018 1:00PM Contract Type: Service Contract Commodity Cleaning
E-Mail: deansauls@wcps.org;timmyharrell@wcps.org (See page 2 for mailing instructions.)	Using Agency Name: Wayne County Public Schools

NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office (2001 E. Royall Ave, Goldsboro, NC 27533) until 1:00 PM on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Quotes are subject to rejection unless submitted on this form. Please review the new additions to the Instructions for Quotes, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject offeror's quote to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions for Quotes, which are required to implement Executive Order 50.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

BIDDER:		
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 (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
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 (See Instructions to Bidders, Item 5). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 6).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by Wayne County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<u>FOR COUNTY USE ONLY</u>
Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative for Wayne County Public Schools).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. 03202018 Wayne County Public Schools Attn: Tammy Hamlett P.O. Drawer 1797 Goldsboro, NC 27533	BID NO. 03202018 Wayne County Public Schools Attn: Tammy Hamlett 2001 E. Royall Ave. Goldsboro, NC 27533

BIDDER: _____

Activity	Responsibility	Date and Time (EDT)
Issue RFP	Wayne County Public Schools	04-19-2018
Pre Bid Meeting and review sites***	Vendor	04-25-2018/04-26-2018 10:00 am Wayne County Public Schools 2001 Royall Ave Goldsboro, NC 27530 Contact #: 919.705.6192
Submit Written Questions via Email	Vendor	04-27-2018 5:00 pm
Wayne County provides Response to questions	Wayne County Public Schools	05-01-2018 5:00 pm
Proposal Submittal Deadline	Vendor	05-10-2018 1:00 pm
Open Vendor Proposals	Wayne County Public Schools	05-10-2018 1:00 pm 2001 Royall Avenue Goldsboro, NC 27530

*** Pre-bid meeting voluntary. Site visits will be scheduled upon vendor's request if they feel it is necessary to visit school locations.

PROPOSAL QUESTIONS

After review of RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best possible proposal. Vendors shall submit any such questions in written form on or before the above due date. Questions may be email to wipes.

MONTHLY CHARGE FOR STANDARD SERVICES:

Wayne County Public Schools will provide chemicals and expendable supplies to include paper towels, toilet paper, hand soap, trashcan liners, disinfectant cleaners etc. Contractor is to provide and maintain all of his equipment.

Scope of Work: Cleaning Activities and Frequencies

ENTIRE CAMPUS

Includes classrooms, mobile units, offices, lounges, media centers, hallways, corridors, health rooms, stairwells, restrooms, dressing rooms, locker rooms, athletic facilities, multi-purpose rooms, gymnasiums, auditoriums, cafeteria, elevators, docks, service areas, custodial areas and closets and grounds

Daily – (unless otherwise noted)

1. Unlock and secure facilities
2. Empty wastebaskets and replace liners in all areas
3. Clean and disinfect sinks, countertops, hand basins, urinals, toilet, mirrors, water fountains, door handles, light switch plates and sanitary napkin receptacles
4. Sweep, mop and disinfect restrooms floors, health room floors and locker room floors
5. Restock paper and soap dispensers (disinfect exterior of dispensers)
6. Dust mop and wet mop hard surface flooring in offices, classrooms, lounges, lobby/entrances and hallways.
7. Remove graffiti from all surfaces
8. Vacuum carpeting and entry rugs
9. Spot clean carpeting and entry rugs
10. Wipe down tables, chairs and appliances in lounges
11. Grounds:
 - a. Pick up debris from campus site
 - b. Replace trashcan liners in all trash cans
 - c. Sweep outside rugs
 - d. Sweep or blow off entry ways, sidewalks, trailer ramps

Monthly –

Restrooms:

1. Clean and disinfect walls and stall dividers
2. Clean vent covers
3. Clean light fixtures
4. Machine scrub ceramic floors
5. Restrooms:

Offices/Classrooms

1. Clean interior windows

Other:

1. Strip and wax all VCT floors annually during summer break
2. Pressure wash main entrance and surface concrete annually
3. Hot steam extraction carpet cleaning once annually with the exception of Pre-K which will be done twice each year.
4. High speed burnish of main isles twice monthly or as necessary to maintain high gloss
5. Scrub and recoat main isles at mid-year.
6. Varnish hardwood floors in classrooms annually and hallways twice each year (Rosewood Middle School)

BIDDER: _____

AWARD CRITERIA: As provided by state statute, award will be based on the lowest and best bid (most advantageous to Wayne County Public Schools) as determined by consideration of:

1. Price offered
2. General reputation and performance capabilities of the bidder.
3. Conformity with specifications herein.
4. References provided for the service.

Wayne County Public Schools reserves the right to award this contract to a single overall bidder on all schools and project work or to make awards based on individual items whichever shall be considered the most advantageous of its best interest.

BIDDER: _____

BID SUBMITTAL FORM

Commodity: Custodial Contract Cleaning Service

Site: _____

Cost per Cleanable Building Square Footage (See Attachment A) \$ _____

Cost on Monthly Basis \$ _____

Annual Cost \$ _____

BIDDER: _____

ATTACHMENT A

**Wayne County Public Schools
Goldsboro, NC
List of Sites**

SCHOOL	ADDRESS	SQ FT
BROGDEN MIDDLE	3761 US 117 SOUTH ALT DUDLEY NC 28333	99,690
BROGDEN PRIMARY	2253 OLD MT OLIVE HWY DUDLEY NC 28333	63,341
CARVER ELEMENTARY	400 OLD SEVEN SPRING RD MT OLIVE NC 28365	68,654
CARVER HEIGHTS ELEMENTARY	411 BUNCHE DRIVE GOLDSBORO NC 27530	73,178
CHARLES B AYCOCK HIGH	5560 HWY 117 N PIKEVILLE NC 27863	103,021
DILLARD MIDDLE	1101 S DEVEREAUX ST GOLDSBORO NC 27530	81,907
EASTERN WAYNE ELEMENTARY	1271 NEW HOP RD GOLDSBORO NC 27534	119,100
EASTERN WAYNE HIGH	1135 NEW HOPE RD GOLDSBORO NC 27534	167,050
EASTERN WAYNE MIDDLE	3518 CENTRAL HEIGHTS RD GOLDSBORO NC 27534	55,265
EDGEWOOD COMMUNITY	1601 PEACHTREE ST GOLDSBORO NC 27530	27,307
FREMONT ELEMENTARY	101 NORTH PINE ST FREMONT NC 27830	46,307
GOLDSBORO HIGH	901 EAST BEECH ST GOLDSBORO NC 27530	105,925
GOLDSBORO MIDDLE	801 N LIONEL ST GOLDSBORO NC 27530	44,258
GRANTHAM 012546832349,	174 GRANTHAM SCHOOL RD GOLDSBORO NC 27530	80,390
GRANTHAM MIDDLE	3093 US HWY 13 SOUTH GOLDSBORO NC 27530	86,346
GREENWOOD	3209 E ASH ST GOLDSBORO NC 27534	84,345
MEADOW LANE LEMENTARY	3500 E ASH ST GOLDSBORO NC 27534	92,140
MT OLIVE MIDDLE	309 WOOTEN ST MT OLIVE NC 28365	54,742
NORTH DRIVE ELEMENTARY	1108 NORTH DRIVE GOLDSBORO NC 27530	67,964
NORTHEAST ELEMENTARY	4665 NC 111 SOUTH PIKEVILLE NC 27863	70,328
NORTHWEST ELEMENTARY	1769 PIKEVILLE/PRINCETON HWY PIKEVILLE NC 27863	63,668
NORWAYNE MIDDLE	1394 NORWAYNE SCHOOL RD FREMONT NC 27830	74,626

BIDDER:

ROSEWOOD ELEMENTARY	126 CHARLIE BRASWELL RD GOLDSBORO NC 27530	81,718
ROSEWOOD HIGH	900 ROSEWOOD RD GOLDSBORO NC 27530	70,219
ROSEWOOD MIDDLE	541 NC 581 SOUTH GOLDSBORO NC 27530	68,190
SCHOOL STREET ELEMENTARY	415 S VIRGINIA ST GOLDSBORO NC 27530	34,690
SOUTHERN ACADEMY	612 S BREAZEALE AVE MT OLIVE NC 28365	68,654
SOUTHERN WAYNE HIGH	124 WALTER FULCHER RD DUDLEY NC 28333	118,028
SPRING CREEK ELEMENTARY	1050 ST JOHN CHURCH RD GOLDSBORO NC 27534	96,389
SPRING CREEK HIGH	4340 INDIAN SPRINGS RD SEVEN SPRINGS NC 28578	73,658
SPRING CREEK MIDDLE	3579 SOUTH NC HWY 111 SEVEN SPRINGS NC 28578	95,946
TOMMY'S ROAD ELEMENTARY	1150 TOMMY'S RD GOLDSBORO NC 27534	81,282
CENTRAL OFFICE	2001 E ROYALL AVE GOLDSBORO NC 27530	24,929
BUS GARAGE	1603 SALEM CHURCH RD GOLDSBORO NC 27530	10,496
DIAGNOSTIC CENTER/OPERATIONS	811 BAIN STREET GOLDSBORO NC 27530	20,000
MAINTENANCE	1601 SALEM CHURCH RD GOLDSBORO NC 27530	13,291
EC and PRINT SHOP	300 DIXIE TRAIL GOLDSBORO, NC 27530	20,400
		<hr/>
		2,607,442
MODULAR UNITS	VARIOUS	100,000
		<hr/>
Total Sq. footage		<u>2,707,442</u>

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 Wayne County Public Schools (WCPS) 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 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 WCPS 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 WCPS, 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 WCPS 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:** WCPS 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:** WCPS reserves the right to require a list of users of the exact item offered. WCPS 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 WCPS 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 WCPS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPS or the bidder, WCPS reserves the right to accept any item or group of items on a multi-item bid. WCPS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPS 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 WCPS to be pertinent or peculiar to the purchase in question.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and nonprofit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPS 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 WCPS 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 WCPS 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, WCPS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPS.
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 WCPS, indicating the specific regulation which required such alterations. WCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

BIDDER: _____

- 21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 G.S. 143-59.1 bars the WCPS 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 Wayne 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:** WCPS 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 WCPS 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 WCPS, 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 WCPS 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, WCPS 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 WCPS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
- 30. **INSURANCE:**
 - a. 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
 - b. 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. Janitorial bond \$250,000
 - e. **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 Wayne 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 WCPS, 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 WCPS agents who are involved in the delivery or processing of contractor goods to WCPS. 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 WCPS, 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:** WCPS 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 WCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by WCPS shall occur not later than 15 days after the receipt by WCPS 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 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. WCPS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPS 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.
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.