

REQUEST FOR CONTRACT SERVICES

Orange County Schools Informal Quotation for Snow & Ice Removal Services January 1, 2017 – March 31, 2017

**All informal quotes (page 4 of this solicitation) must be received prior to 2:00 pm on
December 15, 2016.**

Submit all quotes and questions to:

Roger Ivey
Director of Maintenance
200 East King Street
Hillsborough, NC 27278
Fax: 919-732-2696
Phone: 919-732-4581
roger.ivey@orange.k12.nc.us

A. SPECIAL CONDITIONS & REQUIREMENTS

The Orange County Schools is soliciting informal quotations for snow removal and salt treatment services for driveways and parking lots on the campuses of 13 schools within the district.

The district will award contracts to one or more contractors to provide Snow & Ice Removal Services for school campuses. Informal bids will be accepted for total services at all locations or through bids for all schools included in one or more identified service areas. Individual bids for single individual locations will not be accepted.

Contractors must have a two-hour response time to complete services when requested. A need for services will typically be made decided between 5 am – 6 am on days when services are necessary and contractors notified prior to 6:00 am. Contractors are responsible for identifying and knowing the location of parking stop blocks and speed bumps or speed control devices.

School Start Bell Times: (Note staff/students arrive up to 45 minutes prior to bell times.)

7:55 am Elementary Schools

8:20 am Middle Schools & Partnership Academy

8:45 am High Schools

A1. CHEMICAL REQUIREMENTS

The Orange County Schools will provide ice-melt salt for contractor to use when requested. If contractor is requested to provide ice-melt supplies, the contractor must provide SDS sheet for all ice-melt chemicals brought on site.

A2. SAFETY REQUIREMENTS

All personnel shall abide by OSHA and Orange County Schools guidelines and regulations. Employee's personal clothing as well as Contractor's vehicles and equipment must be identified with Contractor's signage, logo, or other acceptable identification.

All personnel on site must wear All OSHA required and recommended safety equipment during the operation of equipment (for example: steel toe shoes, ear and eye protection, etc.).

A3. EMPLOYEE BACKGROUND REQUIREMENTS

All employees of the Contractor **must be 18 years of age or older to work on any site.** Contractor shall run a **National Sex Offender back ground check on all employees that will be on campus** and provide Orange County Schools a list of all personnel as indicated in the Contract for Service.

A4. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain in effect during the term of this Agreement, **general liability and automobile liability insurance** in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the statutory amount.

The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated AA or better by A-Best's Insurance Guide.

A5: BILLING

The contractor may submit billing for an entire week when services are rendered and must show date and location of each area serviced on the invoice. Although invoices may be sent weekly for billing of work performed, please allow up to 30 days for final approve and disbursement of payments.

A6: Service Locations & Pricing Sheet (Contractor may bid on one or more area locations)

North Schools (3)
Single Service Price for All North School Locations: \$ _____ Additional cost for ice melt \$ _____

Pathways Elementary School 431 Strouds Creed Rd. Hillsborough, NC 27278	C.W. Stanford Middle School 308 Orange High School Rd. Hillsborough, NC 27278	Orange High School 500 Orange High School Rd. Hillsborough, NC 27278
--	--	---

Central Schools (3)
Single Service Price for All Central School Locations: \$ _____ Additional cost for ice melt \$ _____

Cameron Park Elementary School 240 St. Marys Road Hillsborough, NC 27278	Central Elementary School 154 Hayes Street Hillsborough, NC 27278	Hillsborough Elementary School 402 N. Nash Street Hillsborough, NC 27278
---	--	---

West Schools (4)
Single Service Price for All West School Locations: \$ _____ Additional cost for ice melt \$ _____

Efland-Cheeks Elementary School 4401 Fuller Road Efland, NC 27243	Grady A Brown Elementary School 1100 New Grady Brown School Rd. Hillsborough, NC 27278	Gravelly Hill Middle School 4801 West Ten Rd. Efland, NC 27243	Cedar Ridge High School 1125 New Grady Brown School Rd, Hillsborough, NC 27278
--	---	---	---

East Schools (3)
Single Service Price for All East School Locations: \$ _____ Additional cost for ice melt \$ _____

New Hope Elementary School 1900 New Hope Church Road Chapel-Hill, NC 27514	A.L. Stanback Middle School 3700 NC 86 South Hillsborough, NC 27278	Partnership Academy & Community School Relations 1006 East Storey Lane Hillsborough, NC 27278
---	--	--

Company Name	
Contact Person	
Billing Address	
Federal Tax ID#	
Company Phone #	
Company Fax #	

The undersigned declares that the company indicated above has examined parking areas included in the scope of work for Snow & Ice Removal Services.

Authorized Signature: _____

Authorized by (Printed Name & Title): _____

**ORANGE COUNTY BOARD OF EDUCATION
CONTRACT FOR SNOW & ICE REMOVAL SERVICES**

This contract for SNOW & ICE REMOVAL SERVICES (the "Contract") is made and entered into this [DATE] day of [MONTH], 201[], between the Orange County Board of Education (the "School System"), 200 East King Street, Hillsborough, NC 27278, and [CORPORATE NAME OF PROVIDER] (the "Provider"), [PROVIDER'S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
 - 1.1. SEE EXHIBIT B: SCOPE OF WORK. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
 - 1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Obligations of the School System.
 - 2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of [INSERT BID SHEET PRICING] for services rendered, with total payments not to exceed [INSERT NOT-TO-EXCEED AMOUNT]. With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.
 - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
3. Term. The services described in the Contract will be provided from January 1, 2017 through March 31, 2017 unless sooner terminated as herein provided.
4. Compensation. The School System hereby agrees to compensate Provider in the amount of \$ [] once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to

Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Karen Coffee, Operations Division, 123 East Oakdale Drive, Hillsborough, NC, 27278, for review and approval.
8. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Orange County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's

identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

13. Lunsford Act. Provider also acknowledges that G.S. § 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. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors (“contractual personnel”) who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. 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 Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider’s execution of the Contract and prior to performing any services on School System property. 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 Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract 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 deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System’s expense. 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 Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System 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, or if such contractual personnel may otherwise pose a risk to the School System’s operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
14. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.

15. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
16. Compliance with Applicable Laws. 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. 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.
17. Compliance with Iran Divestment Act of 2015. Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.
18. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Orange County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
19. Applicable School Board of Education Policies. Provider acknowledges that the Orange County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board’s policies are available on the School System’s website.
20. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
21. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
22. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
23. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
24. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and

expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

25. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: SNOW & ICE REMOVAL INFORMAL QUOTE ANNOUNCEMENT

Exhibit B: A6: LOCATION & PRICING BID SHEET

26. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

27. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

28. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**ORANGE COUNTY
BOARD OF EDUCATION**

PROVIDER

Board Chair

Authorized Signature

ATTEST:

Superintendent

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer

Date

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)