



ORANGE COUNTY SCHOOLS

200 E. King Street Hillsborough, NC 27278 www.orangecountyfirst.com 919-732-8126

Bid #2018-001

NOTICE TO BIDDERS

Orange County (NC) Schools proposes to solicit bids for the following:

MOWING & LANDSCAPE SERVICES

TERM: July 1, 2017-June 30, 2018

Informal, single-prime bids will be received up until the public bid opening at **10:00 AM on Thursday, May 25, 2017** at the Orange County Schools Board of Education Office, 200 East King Street, Hillsborough, NC. All bids must be sealed and clearly labeled: **Attn: Patrick Abele, BID #2018-001 MOWING & LANDSCAPE SERVICES.**

Specifications are attached and posted to the District website at:

<http://www.orangecountyfirst.com/content/current-bids>

Questions regarding the MOWING & LANDSCAPE SERVICES BID must be received prior to **9:00 AM on Thursday, May 11, 2017**. Submit all questions via email to:

Patrick Abele

Chief Operations Officer

patrick.abele@orange.k12.nc.us

The Orange County Board of Education reserves the right to waive minor irregularities, reject any or all proposals, and to accept the lowest and best proposal.

**Orange County Schools Mowing & Landscape Services
Bid #2018-001 Submission Form**

All bid forms must be sealed and received prior to 10 am on May 25, 2017. Bids may be submitted for 1) All Locations or 2) by School Subgroups as listed on the bid form. No bids will be accepted for single schools only. In compliance with this request for bid and subject to conditions herein, the undersigned offers and agrees to complete the contracted work as specified in the scope of work and contract documents. **Bidder signatures certify that this quote is submitted competitively and without collusion.**

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

All bid pricing is to be for the Term: July 1, 2017- June 30, 2018

Scope #1: ALL SCHOOL LOCATIONS (7)

Cost for Basic Services A:	\$ _____
B: Additional Services Front Entrance Mulch Services Fall & Spring	\$ _____ (total pricing for Fall & Spring entrance/front of school mulching)
As needed services:	\$ _____ per yd for additional mulch services not included in the above additional services.

Scope #2: SELECTED SCHOOLS ONLY (4): Efland Cheeks Global, Central, Hillsborough, Pathways

Cost for Basic Services A:	\$ _____
B: Additional Services: Front Entrance Mulch Services Fall & Spring	\$ _____ (total pricing for Fall & Spring entrance/front of school mulching)
As needed services:	\$ _____ per yd for additional mulch services not included in the above additional services.

Scope #3: SELECTED SCHOOLS ONLY (3): Cameron Park, Grady A Brown, New Hope

Cost for Basic Services A:	\$ _____
B: Additional Services: Front Entrance Mulch Services Fall & Spring	\$ _____ (total pricing for Fall & Spring entrance/front of school mulching)
As needed services:	\$ _____ per yd for additional mulch services not included in the above additional services.

Orange County Schools reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the school administrative unit.

Authorized Signature: _____

Authorized by (Printed Name & Title): _____

Mowing & Landscape Services Specifications

Background:

The goal of the Orange County Schools is to provide the best educational services and facilities for residents of Orange County. Maintaining a neat, professional appearance in all of our school facilities is of great importance. The requirements, specifications, and conditions set forth in this proposal is mandatory.

Schedule:

All work shall be for the term from July 1, 2017 through June 30, 2018. All areas must be mown every 5-7 days during the term of this contract.

Included in Base Bid:

Contractor will furnish all labor, supplies, materials, and equipment to perform the services of the contract unless otherwise stated. The services will be performed diligently and in a first class manner, with superior quality supplies, materials, equipment, and workmanship.

Failure to complete work as proposed and scheduled will result in non-payment or abatement until work has been satisfactorily completed and approved by the Orange County Schools Director of Maintenance.

A. BASIC SERVICES (SCOPE OF WORK)

1. Turf Care: All grass areas will be **mowed every 5 to 7 days** during the term of the contract. The cutting height shall be between 2 1/2 inches and 3 inches depending on the type of turf grass. All mowing and clean-up of debris will be completed by area rather than by task, meaning that all required work in one area will be completed on the same day before moving on to the next area. If the grounds are rutted due to equipment and/or operator error, the Contractor must bear the cost of repairing the damaged area. Playgrounds are included in the scope of work.

2. Edging & Trimming: Edge all sidewalks, curbs, driveways, streets, etc., every visit so that no grass grows over the adjacent non-grass surface. Edging is to be accomplished with a blade edger cutting a vertical groove. Edging of tree and planter beds shall be accomplished at every visit to maintain a neat appearing line, and to preserve the original configuration of the bed. Trimming of all grass around fences and other obstructions shall be accomplished in accordance with the mowing procedures.

3. Weed Control: Landscaped areas around all buildings, trees, and plant beds are to be checked and cleaned on an 8 to 10 day basis. All grass and weeds growing in pavement joints, sidewalks, and perimeter patio slabs will be treated with herbicide. **Ditches and detention ponds are not included in this contract.**

4. Natural Areas: Not applicable to this contract.

5. Cleanup: Contractor will clean off all walkways, curbs, and parking lot areas after every mowing. This contract shall include trash pickup every time an area is mowed. Contractor is responsible for cleaning the parking areas and all hard surface areas of the school grounds, which includes: removal of rocks, sand, dirt, and other items.

6. Pruning and Trimming Shrubs: Contractor shall trim and shape shrubs, hedges, and small trees according to species requirements to avoid loss of blossoms or other aesthetic qualities. Hand pruning must be used on all Crape Myrtles, Camellias, Sasanquas, and all other plants that need a natural growth pattern. Contractor is expected to keep **ALL** shrubbery properly maintained throughout the term of the contract.

7. Pest and Disease Control: Contractor shall report fire ants, rodents, diseased plants, etc. to the Orange County Schools Director of Maintenance.

B. ADDITIONAL SERVICES (SCOPE OF WORK)

1. Mulching: Contractor will add additional mulch at the front of each school entrance and main entrance areas near the building prior to each school's scheduled Open House in August 2017 and again in February or March of 2018 for a total of two (2) mulch services.

SPECIAL CONDITIONS AND REQUIREMENTS

Acknowledgement

Orange County Schools reserves the right to reject any or all bids and proposals, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the school administrative unit.

1. EVALUATION PROCESS

Orange County Schools reserves the right to reject any or all proposals for any contract when such rejection is deemed to be in the best interest of the school district.

2. CHEMICAL REQUIREMENTS

A SDS sheet must accompany all chemicals brought on site. In addition, a SDS sheet for all chemicals that a Contractor will use in meeting the requirements of this contract, must be provided with the contract proposal. Any and all fines or citations issued due to noncompliance with state regulations and/or the negligence of contractor will be the responsibility of the Contractor.

The Contractor must be licensed, by the North Carolina Department of Agriculture, for the ground application of pesticides and insecticides. A copy of the pesticide/insecticide license must be submitted with the contract proposal and be maintained through the term of the contract.

3. 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.). **All equipment and tools** brought on site must be in good repair and condition and meet all OSHA standards.

4. ACTS OF GOD AND VANDALISM

Contractor is not responsible for any damage caused by Acts of God (high winds, severe thunderstorms, tornadoes, hurricanes, abnormal cold weather, etc.) or damage caused by vandalism. If damage of this nature occurs, the Orange County Schools Director of Maintenance will be notified and Contractor may be asked to assist with the clean up. Prior authorization is required before any non-contract work is to be done. Contractor must be on standby at all times to act on any of the above situations with manpower and equipment to complete the task.

5. SERVICE SCHEDULE

Contractor may at times be asked to adjust its work schedule to accommodate special events located at school facilities. (Example – testing, promotional activity, graduation, sports, etc.) Cooperation is required to assure safety of students, staff, and visitors.

6. ADDITIONAL 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 background check on all employees that will be on campus** and provide Orange County Schools a list of all personnel. **Contractor** shall keep this list valid throughout the term of the contracts. **This is a free service and can be done on the web @ <http://www.nsopw.gov/>.**

Insurance Requirement. 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. General liability 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. Automobile liability insurance shall protect the Owner and the Contractor from claims in an amount not less than \$500,000 for personal injury, including death, to any one person, and in an amount not less than \$500,000 for any one occurrence, and from claims for property damages in an amount of not less than \$50,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. Insurance requirements are included in the Contract.

Orange County Schools will not be liable for damages and/or injury sustained by Contractor's employees while on school property immediately before, during, and after completion of work as required by contract.

Reporting Requirements: Contractor's personnel must check in with school personnel when performing all applications or services under the terms of the contract and leave a copy of the service performed with school personnel indicating the date, time and service that was performed. In case of service performed after school hours or on weekends, the contractor is responsible for submitting the above documentation to the Director of Maintenance, Roger Ivey, Orange County Schools via fax number: 919-732-2696.

Site Locations & Acres Included

Hillsborough Elementary 402 North Nash Street Hillsborough, NC 27278	Contact: Brent Holloway, Head Custodian 919.732.6137 Ext. 43070	Approx. Property Size (Acreage-Includes wooded areas on property as well.) <p style="text-align: center;">10</p>
Cameron Park Elementary 240 St. Mary's Road Hillsborough, NC 27278	Contact: Michael Watson, Head Custodian 919.732.9326 Ext. 40070	<p style="text-align: center;">19</p>
Central Elementary 154 Hayes Street Hillsborough, NC 27278	Contact: Timothy Collins, Head Custodian 919.732.3622	<p style="text-align: center;">22</p>
Efland-Cheeks Elementary 4401 Fuller Road Efland, NC 27243	Contact: Blake Gattis, Head Custodian 919.563.5112 Ext. 42070	<p style="text-align: center;">31</p>
Grady A. Brown Elementary 1100 New Grady Brown School Rd. Hillsborough, NC 27278	Contact: Paul Hornbuckle, Head Custodian 919.732.6138	<p style="text-align: center;">18</p>
New Hope Elementary 1900 New Hope Church Rd. Chapel Hill, NC 27514	Contact: Kelvin White, Head Custodian 919.942.9696	<p style="text-align: center;">26</p>
Pathways Elementary 431 Strouds Creek Rd. Hillsborough, NC 27278	Contact: Steve Borland, Head Custodian 919.732.9136 Ext. 46005	<p style="text-align: center;">18.1</p>

**ORANGE COUNTY BOARD OF EDUCATION
CONTRACT FOR MOWING & LANDSCAPE SERVICES**

This contract for Mowing & Landscape Services (the "Contract") is made and entered into this 26th day of June, 2017, between the Orange County Board of Education (the "School System"), 200 East King Street, Hillsborough, North Carolina 27278 and _____ (the "Provider"), _____

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. **Attached request for services and the description of proposed work and the special conditions & requirements for the mowing and landscape services for the Orange County Schools.** 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 _____ dollars and zero cents for services rendered, with total payments not to exceed _____. 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.
 - 2.3. N/A
3. Term. The services described in the Contract will be provided from July 1, 2017 through June 30th, 2018 unless sooner terminated as herein provided.
4. Compensation. The School System hereby agrees to compensate Provider in the amount of _____ paid on a 1/12th monthly basis 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 The Orange County Board of Education, 200 East King Street, Hillsborough, North Carolina 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: Scope of Work with Attached Letter
Exhibit B: Sexual Offender Registry Check Certification Form
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

DRAFT

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)