



**REQUEST FOR PROPOSAL
#21-029**

**BOOK COURIER SERVICES
FOR
WAKE COUNTY
RALEIGH, NORTH CAROLINA**

APRIL 2021

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1. INTRODUCTION

1.1 OBJECTIVE

To provide Wake County General Services Administration, hereinafter called "Wake County" an efficient means to evaluate and decide about the acceptance of a proposal for Book Courier Services for Wake County Libraries.

1.2 SCOPE

This document covers contract requirements for all Wake County designated facilities. The specifications are prepared for a County contract for services at these locations, including operative and administrative matters.

1.3 SUMMARY

The requirements of this proposal are necessary to assure Wake County that the level of competence, performance, and professionalism of the contracted company's assigned personnel are at the level expected and specified.

Wake County is specifically seeking to contract with an organization that actively works toward comprehensive employee care, motivation, training, and education and that manages these activities with an exceptional level of professional diligence. Prospective Contractors are challenged to utilize imaginative, innovative techniques and ideas to enhance the professional level of activity and the motivation of the personnel assigned to Wake County facilities. Contractors are invited to address this element of this request at length, indicating what creative concepts they can introduce that are beyond the requirements contained herein.

This Request for Proposal in its entirety and the complete documentation, including all responses, brochures and other documents, submitted by the potential Contractor, shall be incorporated into, and shall become a part of the final agreement with the Contractor selected by Wake County. The requirements for proposal submission and the format to be followed are mandatory. Proposals using alternative formats will not be considered. The conditions of the bidding will be determined by Wake County, who reserves the right to reject any or all proposals and waive irregularities in the bidding.

2. BIDDING INSTRUCTIONS

2.1 ADDENDA

- 2.1.1 No interpretation of the meaning of the Proposal documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Every request for such interpretation or correction must be in writing, addressed to the Purchasing Manager and must be delivered to the Purchasing Manager at least ten (10) calendar days prior to the date and time set for receipt of bids in order to be given consideration.
- 2.1.2 All such interpretations will be in the form of written Addenda to the Proposal Documents. Any such addenda will be delivered or mailed by the Purchasing Manager to all prospective bidders not later than seven (7) calendar days prior to the date set for the receipt of bids. It is the bidder's responsibility to ascertain if any or all addenda have been received prior to bid being submitted.
- 2.1.3 In case any bidder fails to acknowledge receipt of any such addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgment of the receipt of same.
- 2.1.4 No interpretation or correction except that which is provided in writing by the Purchasing Manager will be binding. Prospective bidders are warned that no other source is authorized to give information concerning, or to explain or interpret the Proposal Documents.
- 2.1.5 Vendors may submit written questions by email up through 4pm, April 9, 2021. All questions must be submitted to the Purchasing Manager, Tom Wester at twester@wakegov.com.

2.2 AWARD OF CONTRACT

- 2.2.1 The Contract will not be awarded until the necessary investigations of the qualifications of the Bidders and the responsiveness of the Bids have been made. Such award will be made or all Bids rejected within sixty (60) days after the date set for the receipt of the bids.
- 2.2.2 The Contract will be awarded to the most qualified bidder submitting a responsive Bid for the *Total Annual Amount Bid* for all Bid Items in accordance with *Bid form 1 or Bid form 2*, unless all bids are rejected or unless such Bid is disqualified.
- 2.2.3 The Total Amount Bid shall be the correct summation of *Bid form 1*.
- 2.2.4 Wake County will consider *Bid Item 2 (Additional Services)* and *Bid Item 3 (Fuel Surcharge)* and *Bid Item 4 (Telematic Surcharge)* as additional criteria for selecting Contractors.
- 2.2.5 Wake County reserves the right to reject any or all Bids and to award the contract through private negotiations, based on the best interest of Wake County.
- 2.2.6 Wake County will not be liable for any costs in connection with the presentation and submission of any Bid whether responsive or not responsive or submitted by any Bidder whether qualified or not qualified.

2.3 CERTIFICATION

Each Bidder, by submitting a proposal, certifies that it has carefully examined all documents and is fully informed as to the scope of work and the operational activities of Wake County with regard to the performance of the services as defined in these documents.

2.4 DEFINITIONS

Whenever used in the *Request for Proposal*, *Proposal Forms* or in related documents, the terms or pronouns used shall be defined as follows:

- 2.4.1 **Addendum** - A modification of the *Instructions; Proposal Form; General Conditions; Special Conditions; Scope of Work* or any other documents issued by Wake County and distributed to prospective Bidders prior to the date and time set for the receipt of the Proposals.
- 2.4.2 **Bid** - The written offer of a bidder to enter into the agreement with Wake County.

- 2.4.3 **Bidder** - Any individual, partnership, or corporation submitting a proposal in accordance with the Instructions.
- 2.4.4 **Bidding Instructions** - The section describing the method of preparing and submitting bids and of awarding the contract together with other information of value to prospective bidders.
- 2.4.5 **Bid Form** - The Forms in the "Attachments" section on which the bids are submitted.
- 2.4.6 **Client** – Wake County GSA
- 2.4.7 **Contractor** – The Contractor contracted to provide services to Wake County.
- 2.4.8 **Contract Administrator** – The Service Coordinator for Wake County, or his designated person.
- 2.4.9 **Invitation For Bids** - The written notice by Wake County inviting the submission of bids for this contract.
- 2.4.10 **Purchasing Manager** - The individual designated by Wake County and identified in the Invitation to bid or in an addendum authorized to solicit and receive or reject bids for contracts, to conduct the Bidder's Conference, to receive and answer any questions regarding the bidding documents, and to issue any addenda to the bidding documents.
- 2.4.11 **Request for Proposal** - The written notice by Wake County inviting the submission of bids for a contract.
- 2.4.12 **Wake County** – Wake County

2.5 DISQUALIFICATIONS

- 2.5.1 Wake County may disqualify an otherwise qualified Bidder for any reason but not limited to:
- 2.5.2 Submission of more than one bid for the same services by an individual, firm, partnership, or corporation under the same or different names.
- 2.5.3 Evidence of collusion among bidders.
- 2.5.4 Previous participation in collusion while bidding to Wake County.
- 2.5.5 Omission or falsification of information provided on the Bidder's Questionnaire.

2.6 EXECUTION OF CONTRACT

- 2.6.1 Within fourteen (14) calendar days after presentation of the prescribed documents for signature, the Bidder(s) to whom the contract has been awarded shall execute and deliver to the Purchasing Manager; the contract, and the required evidence of insurance. These documents and evidence must be furnished, executed, and delivered before the Contract will be executed by Wake County.
- 2.6.2 The Contract shall not be binding upon Wake County until it has been executed by Wake County and a copy of such fully executed Contract is delivered to the Contractor.
- 2.6.3 Failure of the Bidder to whom the Contract has been awarded to execute and deliver the Contract, and the required evidence of insurance within fourteen days after the prescribed documents are presented for signature shall be just cause for the annulment of the award. Such forfeiture may have unfavorable consequences for future RFP submittals by the bidder.

2.7 INTERPRETATION OF ESTIMATED QUANTITIES

- 2.7.1 Wake County does not expressly or by implication represent that the actual quantities involved will correspond therewith, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities. Payment will be made by Wake County for the actual quantities of such services performed at the unit bid prices in Bid Form 1.
- 2.7.2 Wake County shall have the unilateral discretion to increase or decrease the actual quantities and repetitions of such unit bid items in any way without invalidating any of the unit or lump sum bids.

2.8 SCHEDULE

Last Day for Questions concerning RFP	April 9, 2021 by 4pm
Proposals due	April 20, 2021 by 2 pm
Anticipated Award Date	June 1, 2021
Anticipated Start-up	July 1, 2021

2.9 SELECTION CRITERIA

An evaluation review panel comprised of Wake County General Services staff, Wake County Procurement Office staff and others will review the submitted proposals. The selection committee may choose to shortlist up to (3) three companies responding to this proposal for further consideration. Each company should be prepared to be interviewed and provide a presentation on their company and specifically, on their proposal. If the County is unable to successfully negotiate a contract with the highest ranked firm, negotiations will be initiated with the second ranked firm.

2.10 START UP

If awarded, Contract is expected to begin on July 1, 2021.

2.11 TERM OF CONTRACT

The term of this contract is one (1) year. Wake County may seek to extend the Contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of Wake County. In the event Wake County elects to exercise any one or more of the said options, the Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional one-year term involved, and the Contractor shall accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice.

2.12 TIME AND MANNER OF PROPOSAL SUBMISSION

The Proposal must be submitted in accordance with the following:

- 2.12.1 All Bid documents (Attachments 1 through 7) must be completed and returned to the Purchasing Manager in a sealed, opaque envelope marked in the upper left hand corner with the bidder's name and address and addressed as follows with the Request for Proposal number in the address:
Proposal # 21-029
Attn: Tom Wester
Purchasing Manager
Wake County Finance and Procurement
Wake County Justice Center – 2nd Floor – Room 2900
301 S. McDowell Street
Raleigh, NC 27602
- 2.12.2 The Proposal must be received BEFORE 2:00 p.m. on April 20, 2021
- 2.12.3 Any prospective bidder who decides not to submit a Proposal shall return all documents to the Purchasing Manager as described above.
- 2.12.4 No late Proposals, regardless of delivery means, will be accepted.
- 2.12.5 Wake County is not responsible for late proposals due to any form of delivery.
- 2.12.6 Pricing sheet must be placed in the front of the bidder's submittal.
- 2.12.7 Bidders shall submit two complete written copies and one electronic copy on media compatible for a standard office computer. PDF format or Microsoft products are acceptable and need to be in version 2007 or newer.

2.13 TO BE CONSIDERED RESPONSIVE

- 2.13.1 Vendors may submit written questions by email up through 4pm, April 9, 2021. All questions must be submitted to the Purchasing Manager, Tom Wester at twester@wakegov.com.
- 2.13.2 The Bid must conform in all respects to the invitation to bid and to the bidding instructions. Wake County may reject any Bid that contains omissions, alterations of form, additions not called for, conditions, limitations, unauthorized altered bids, or other irregularities of any kind.
- 2.13.3 All Bid Items must be balanced and in proportion to each other and to the total amount Bid.
- 2.13.4 All individual Bid Items must be sufficient to allow the Contractor to perform the work.
- 2.13.5 To be considered qualified, a Bidder must provide information to demonstrate, to the satisfaction of Wake County, as a minimum, that;
 - 2.13.5.1 The Bidder has or is able to obtain adequate financial resources to meet its contract obligations and the ability to maintain such resources for the initial term of the Contract plus the additional terms.
 - 2.13.5.2 The Bidder has or is able to obtain adequate equipment and tools to perform the Services as required in the Proposal Documents or the financial resources to obtain such equipment and supplies
 - 2.13.5.3 The Bidder has adequate technical and managerial experience to perform the services as demonstrated by successful performance with clients of a similar size and type and by the submission of an adequate, balanced Bid.
- 2.13.6 Wake County may waive any informalities or irregularities of bids.
- 2.13.7 Wake County will not accept conditional bids.

2.14 WITHDRAWAL OF BIDS

- 2.14.1 No bid can be withdrawn after it is submitted unless the bidder makes the request in writing to the Wake County Designated Representative, and such request is received before the day and time set for receipt of bids.
- 2.14.2 No bid can be withdrawn for a period of sixty (60) days after the date and time set for receipt of bids, without being subject to forfeiture of the bid deposit.

3. GENERAL CONDITIONS

3.1 ADVERTISING

In submitting a bid, all Contractors agree not to use the results of the bid, Wake County name, logo, or any other representation of Wake County as part of any commercial advertising, client list, or promotional materials without the express prior approval of Wake County.

3.2 AMENDMENTS

- 3.2.1 Any changes, additions, deletions, or modifications of any type to *any Attachments; Scope Of Work; Special Conditions* or *General Conditions* that affect the Proposal price shall be made only by written Amendment including the change in the Proposal price and signed by the Contractor and Wake County.
- 3.2.2 Wake County shall have the unilateral right to make modifications in the Contract if such modifications do not affect the Contract price. Modifications include changing areas to the Contract by; adding, deleting, or changing usage or space; adding, deleting or changing Services; adding, deleting, or changing Special or General Conditions; or adding, deleting or changing Scope of Work. Such changes shall be made only by written notification from the Contract Administrator to the Contract Manager.
- 3.2.3 Any changes in the Compensation to the Contractor resulting from such Change Orders shall be agreed upon by Wake County and the Contractor. Should the Contractor fail to protest such modifications within seven (7) calendar days after receipt of notice from the Contract Administrator, then the Contract Documents shall be amended without any change in Contract price.

3.3 APPLICABLE LAW

- 3.3.1 The validity, performance, interpretation and effect of this Contract shall be governed by local, federal, and state laws of the state where the facility is located.
- 3.3.2 The Contractor shall comply with the provisions of all applicable national, Federal State, county, and local laws, ordinances, regulations, and codes including, but not limited to the Contractor's obligations as an employer with regard to health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Contract.
- 3.3.3 Information Submitted In Response To Requests For Bids, Proposals, And Other Procurement Methods Subject To Public Records Law

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

- 3.3.4 Confidential Or Trade Secret Information

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of NCGS 132-1.2 "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP. In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the

respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as “trade secret” or “confidential” upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

3.4 ASSIGNMENT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this contract, or any portion thereof, or his right, entitlement or interest therein, without the express written consent of Wake County. There shall be no assignment or subcontract of this Contract by either party without the express written consent of the other, and any such attempted assignment or subcontract shall be void.

3.5 CLAIMS

The Contractor shall take every precaution necessary against injuring or damaging Wake County personnel or property, and shall, upon prompt written notice from Wake County, reimburse Wake County for such injury or damage. This section creates rights in addition to and shall in no way affect or diminish or impose any procedural restrictions on Wake County rights under any other section in the General Conditions or any other Contract Documents.

3.6 EMPLOYMENT OF ILLEGAL ALIENS

The Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the United States.

3.7 ETHICS

- 3.7.1 The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; and that public office not be used for personal gain; and that the public have confidence in the integrity of its government.
- 3.7.2 In recognition of these goals, a code of ethics for County Contractors is hereby adopted. The purpose of this policy is to establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the best interests of the County.
- 3.7.3 Applicability of Ethics Policy - The provisions of this policy shall apply to all contracted employees
- 3.7.4 Gifts and Favors - No Contractor shall offer any gift whether in the form of money, thing, favor, loan or promise, when it could reasonably be inferred that the gift was intended to influence or regard an official action on his part. Gifts, meals, other favors of an incidental nature and of minor value, or legitimate political contributions shall not be included in this policy.

3.8 E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all Contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

3.9 EXISTING UTILITIES AND STRUCTURES

The Contractor shall establish and maintain procedures and controls adequate to protect Wake County property, adjacent property, and services.

3.10 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party.

3.11 HOLIDAYS

Wake County observes thirteen (13) annual holidays. Contractor will not be required to perform services on these days and therefore will not bill Wake County for holidays.

3.12 INCLEMENT WEATHER

The Contractor will make every effort to provide service without interruption. In the event of severe weather and when weather conditions hinder safety, the Contractor will communicate to the Contract Administrator any intent to delay or cancel services. Wake County will calculate the impact of the interruption and, if another service provider is used, deduct charges from the invoice to cover expenses. No compensation will be made to the Contractor for loss of work due to inclement weather.

3.13 INDEMNIFICATION

- 3.13.1 Contractor to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Wake County, its commissioners, administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Contract or lack thereof, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or part by any alleged or actual negligence or willful conduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Article.
- 3.13.2 The Contractor shall save harmless Wake County, its commissioners, administrators, officers, employees and agents, from and indemnify it and them against all claims, liens and suits for labor and material furnished by The Contractor. The Contractor shall defend on behalf of Wake County, its directors, officers, employees and agents, any suits jointly against The Contractor and Wake County, against Wake County alone, or against any director, officer, employee or agent of Wake County, for or arising out of any or all of the aforesaid causes. The Contractor shall be liable to Wake County for consequential damages, costs, loss of revenue or loss of profit resulting from Contractor's negligence in the performance of the Services.

- 3.13.3 In any and all claims against Wake County or any of its commissioners, administrators, officers, employees or agents by any employee of The Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for The Contractor or any damages, or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

3.14 INSURANCE

- 3.14.1 The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance as evidence of policy renewal prior to such policy expiration.
- 3.14.2 Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.
- 3.14.3 Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.
- 3.14.4 Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.
- 3.14.5 Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles.
- 3.14.6 Fidelity bond/employee dishonesty insurance coverage and courier/cargo insurance coverage, protecting the value of County property in Provider's care, custody, control, including during transit.
- 3.14.7 If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.
- 3.14.8 All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.
- 3.14.9 Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.
- 3.14.10 The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.
- 3.14.11 If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

3.14.12 In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section shall be filed by the Contractor without written permission from Wake County.

3.15 NON DISCRIMINATION

The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by executive order 11375, relative to Equal Employment Opportunity for all person without regard to race, color, religion, sex, or national origin, and implementing of rules and regulations prescribed by the Secretary of Labor shall be adhered to by all Contractors wishing to obtain contracts with Wake County .

3.16 NON WAIVER

Failure of the Contract Administrator during the progress of the Services to discover or reject unacceptable Services, or Services not in accordance with the Contract, shall not be deemed an acceptance thereof nor a waiver of Wake County right to a proper performance of the Contract or any part of it by the Contractor.

3.17 OTHER CONTRACTS

Wake County shall have the right to award other contracts for additional Services, and The Contractor shall fully cooperate with such other Contractors, and shall fit its own schedule to that provided under other contracts. The Contractor shall have no claim against Wake County for additional payment due to delays or other conditions created by the operation of other Contractors. The Contract Administrator will decide the respective rights of the various Contractors in order to secure the completion of the Services.

3.18 PERMITS, LICENSES AND FEES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost thereof shall be deemed to be included in the prices proposed for the Services.

3.19 ROYALTIES

The Contractor shall pay all royalties and licenses for any patented or copyrighted items used in the performance of the Services.

3.20 SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be illegal or unenforceable in any respect under the laws of the jurisdiction governing the entire Contract, all other terms in this Contract will remain in full force. In the event that the stricken provision materially affects the rights, obligations, or duties of either party, the Client and the Contractor shall substitute a provision by mutual agreement that preserves the original intent of the parties as closely as possible under applicable law.

3.21 SUBSTANCE ABUSE

Employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on or off Wake County's premises, and shall not use alcohol on Wake County's premises nor preceding their work shift when to do so would in any way affect the performance of the Services.

3.22 SUCCESSORS AND ASSIGNS

3.22.1 The Contractor shall not assign the Contract or any interest herein or any moneys due or to become due hereunder.

3.22.2 Wake County and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Contract for any or all locations covered by this Contract. Upon the effective date of any such assignment, the assignor shall be released from all rights,

titles, interests, and obligations under that portion of the Contract assigned and the assignee shall assume all such rights, titles, interests, and obligations.

3.23 TERMINATION

- 3.23.1 Wake County shall have the right, at its sole option and discretion, to terminate this Contract at any time, without any default on the part of the Contractor, by giving written notice to the Contractor at least thirty (30) days prior to the effective date of termination.
- 3.23.2 Wake County shall have the right to terminate this Contract immediately by Written Notice to the Contractor if the Contractor fails to execute the Services promptly and to Wake County satisfaction or fails to perform any obligation imposed by any provision of this Contract. In the event of termination for default, Wake County has against the Contractor all remedies provided by law and equity.
- 3.23.3 The Contractor, at its sole option and discretion, shall have the right to terminate this Contract at any time by giving written notice to Wake County at least sixty (60) days prior to the effective date of termination.
- 3.23.4 In the event of termination of this Contract by either party, the Contractor shall terminate all Services under this Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such Services and be compensated only for such Services as may be necessary as determined by the Contract Administrator to preserve the Services in progress and to protect the facilities of Wake County. Wake County may then proceed with the remainder of the Services in any lawful manner, which it may elect.
- 3.23.5 In the event of termination or reduction in the scope of Services by Wake County, Wake County shall pay the Contractor for all Services satisfactorily performed up to the effective date of termination or reduction in the scope of Services, less all partial payments made on account prior to the effective date of termination or reduction in the scope of Services.
- 3.23.6 Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for Services performed. Upon reduction in the scope of Services, the Contract Administrator and the Contractor shall negotiate in good faith to arrive at a revised Contract price.

3.24 TIME OF THE ESSENCE

- 3.24.1 For all requests made by Wake County pursuant to this Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by Wake County, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements of timely performance of any obligations remaining to be performed.
- 3.24.2 If the Contractor fails to perform the Services in a timely manner, or if in the judgment of the Contract Administrator, the Contractor's methods are not adequate to assure completion of the Services per the allotted schedule, the Contract Administrator may direct the Contractor, at no additional cost to Wake County, to revise its work schedules to ensure completion of the Services.
- 3.24.3 If the Contractor is prevented from complying with stated time limits or time intervals by causes beyond its control, then the time limit or interval shall be extended for such reasonable time as Wake County may decide. The Contractor's request for such extension shall be made within five (5) calendar days from the beginning of causes therefore. In case of a continuing cause of delay, only one claim is necessary.

3.25 WAIVER OF BREACH

The waiver by Wake County of a breach of any provision of this Contract by the Contractor shall not operate or be construed as a waiver by Wake County of any subsequent breach by the Contractor.

3.26 IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition: Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

4. SECURITY

4.1 CONTRACTOR'S ACCESS

- 4.1.1 The Contract Administrator shall designate access routes through buildings, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations on the Contractor. The Contractor shall conduct its operations in strict observance of the access routes and other restricted areas as described above. All doors unlocked by the Contractor, both internal and external, will be locked by the Contractor before leaving any facility.
- 4.1.2 The Contractor shall ensure that under no circumstances shall any of the employees of the Contractor enter or move upon any area not authorized by the Contract Administrator.
- 4.1.3 Wake County shall give Contractor's personnel reasonable access to the areas where the Services are to be performed to the extent necessary or appropriate for the performance of services subject, however, to Wake County's security and safety rules and regulations. Wake County shall arrange for access to buildings, including the provision of keys or access cards as required for Contractor to perform Services
- 4.1.4 The Contractor will be responsible for disarming and re-arming security controls if Contractor's employees are in the building before County staff.
- 4.1.5 The Contractor shall ensure all employees shall prominently wear a Wake County I.D. badge at all times while on the premises of Wake County. There is a \$15.00 charge per badge issued.

4.2 DISCLOSURE OF INFORMATION

- 4.2.1 The Contractor agrees that it will not during or after the term of this Contract disclose any proprietary information or confidential business information of Wake County, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of Wake County. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.
- 4.2.2 The Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by Contractor hereunder or mentioning or implying the name of Wake County, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of Wake County.

4.3 KEY CONTROL

- 4.3.1 The Contractor shall adequately secure the keys, access cards, other entry devices and codes provided by Wake County. The Contractor shall maintain a record of the key numbers issued to its employees.
- 4.3.2 The Contractor shall not duplicate and shall not allow such items to be duplicated or removed from the site of the Services.
- 4.3.3 The Contractor shall immediately report any such item that becomes lost, missing or stolen to the Contract Administrator or his designee and to the Wake County Security Center. Should the Contractor lose or have stolen any keys, entry cards, other entry devices or entry codes issued to the Contractor by Wake County, the cost of changing locks, keys, entry cards, other entry devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will be deducted from the Contractor's invoice to Wake County for the Work performed under this Contract.
- 4.3.4 The Contractor shall physically present all keys, entry cards and other entry devices for verification upon request of the Contract Administrator.
- 4.3.5 The Contractor shall return all keys, access cards and other entry devices at the termination of this contract.
- 4.3.6 The Contractor shall return access cards and other entry devices at the termination of any employee.

4.4 IDENTIFICATION

- 4.4.1 The Contractor shall take all measures necessary to comply and to ensure the employees of Contractor comply with the security rules and regulations of Wake County and all applicable Federal, State and local rules, laws and regulations
- 4.4.2 Additionally, prior to badges being issued, the Contractor shall submit a Wake County Badge Access Request form with required employee information and a background check to the extent allowed by law has been conducted on each employee prior to employment. A copy of each background check shall be provided to the Contract Administrator for review and approval prior to the employee working on Wake County premises. The background checks will provide written certification that each employee has no records of criminal convictions other than minor traffic violations. The Contractor shall provide written certification of any other information developed in the course of the Contractor's investigation of each employee. This certification shall include the full name, present telephone number, place of current residence, Social Security verification, Criminal Background check, Social Security number address trace, motor vehicle report, National Criminal Sex Offender Database, and Federal Criminal Court.
- 4.4.3 Contractor is responsible for informing Wake County of any arrests and/or criminal charges brought against any employee working on the Wake County account. Wake County reserves the right to review and determine if any action, up to and including termination is warranted by such arrests.
- 4.4.4 Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the Contract Administrator in writing of such termination or transfer and shall immediately obtain and void all identification badges.

4.5 PARKING

- 4.5.1 Where parking is controlled by Wake County, access to parking facilities will be approved by the Contract Administrator. Many facilities have public parking available. The Contractor is responsible for any parking violations (or other traffic citations) incurred while performing the duties of this agreement.

5. SCOPE OF WORK

5.1 GENERAL

- 5.1.1 Each route has a defined beginning time (8:00 AM) and a variable ending time. The ending time may vary depending upon the number of books moved and special requests. However, all route drivers shall work until 3:45pm every business day.
- 5.1.2 Special requests are considered those performed outside of the “routine” services.
- 5.1.3 All routes will begin and end at the Library Administration Building (LAB) at 4020 Cary Drive Raleigh, NC 27610.
- 5.1.4 Routes are balanced according to workload, not the number of stops. The workload will be heavier on some days and lighter on others. All routine work will be performed during the daily route. If the contractor decides to make a return trip for work that is considered routine, the contractor will not charge Wake County for extra trips
- 5.1.5 Routes are run according to GSA schedules and are subject to change to accommodate Wake County’s needs, new facilities, and operational effectiveness.
- 5.1.6 The Scope of Work in this proposal includes future growth. New facilities will be added to this Scope of Work during the term of the contract with no additional hourly cost to Wake County as long as services can be performed in the 7-hour workday. The vendor may request additional mileage costs based on the rates in this RFP.

5.2 ROUTE ASSIGNMENTS

- 5.2.1 The Contractor shall assign its employees to routes in accordance with the Scope of Work as defined in the Scope of Work section of this Request.
- 5.2.2 Routes are run consistently each day, except for special deliveries/moves.

5.3 BOXES

- 5.3.1 Wake County will provide Vendor with boxes for the transportation of books.
- 5.3.2 Wake County will maintain an adequate number of boxes in their warehouse to maintain uninterrupted service.

5.4 ITEMS TRANSPORTED

- 5.4.1 All route drivers will be expected to carry various items including, but not limited to:
- 5.4.2 Boxes of books exchanged between branch Libraries
- 5.4.3 Boxes of surplus books
- 5.4.4 New (flat) boxes
- 5.4.5 Inter office mail
- 5.4.6 US mail
- 5.4.7 Office supplies
- 5.4.8 Fixtures and small furnishings

5.5 PROCEDURES

- 5.5.1 At the arrival and departure of each site, the driver is required to scan their Wake County ID badge at the nearest card reader.
- 5.5.2 Books are dropped off and picked up each day at each branch. Books are sorted by branch in the truck before moving on to the next stop. Driver should make the best effort to pickup as many boxes from each library that can be safely transported.
- 5.5.3 Drivers will communicate with Library Branch managers for box requests. Boxes will be picked up from GSA Warehouse to be distributed as requested.

- 5.5.4 Inter-Office Mail – Delivered in one mail bag per branch Library. Outgoing mail is picked up in one bag and returned to LAB. Contractor will also deliver mail to GSA Facility and Field Services Center.
- 5.5.5 US Mail - Delivered with the inter-office mail as above.
- 5.5.6 Office supplies, printed material and new boxes – Drivers will be called upon to deliver supplies from one facility to another. Drivers are required to receive signatures for supplies delivered.
- 5.5.7 Fixtures and small furnishings – Drivers will move items from one Library branch to another or to GSA for surplus, if room allows.
- 5.5.8 Each driver will check in with the Library representative at LAB at the end of their route for instructions or special requests.
- 5.5.9 The Library representative at LAB will communicate any issues, concerns or changes in procedures directly to the drivers and Contract Administrator.

6. SPECIAL CONDITIONS

6.1 FUEL SURCHARGE/DISCOUNT

- 6.1.1 A fuel surcharge will be permitted when the monthly average fuel prices meet or exceed the “surcharge point” established in *Bid Item 3*. (\$1.00 above the March 2021 diesel price)
- 6.1.2 A fuel discount will be deducted from invoices when the monthly average fuel prices meet or fall below the “discount Point” established in *Bid Item 3*. (\$1.00 below the current average) The fuel discount will equal the fuel surcharge amount in *Bid Item 3*.
- 6.1.3 Fuel surcharges and discounts are applied on a month to month basis and only when the monthly average fuel prices meet, exceed, or fall below the criteria described in this section.
- 6.1.4 Fuel surcharges will be billed as a separate charge from other services.
- 6.1.5 The Contractor will be responsible for accurately justifying the fuel surcharge.
- 6.1.6 For this agreement, the average monthly prices of fuel posted on the “Energy Information Administration” web site will be used
- 6.1.7 The price of “Diesel” in the “Central Atlantic, Conventional Areas” will be used as the fuel price index for this proposal. Data is available on the EIA site on this page: http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1y_m.htm (See example below)

Weekly Retail Gasoline and Diesel Prices
(Dollars per Gallon, Including Taxes)

Area: Period:

Show Data By:		Graph	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	View History
<input checked="" type="radio"/> Product	<input type="radio"/> Area	Clear							
Gasoline - All Grades		<input type="checkbox"/>	2.346	2.327	2.407	2.542	2.698	2.941	1993-2021
All Grades - Conventional Areas		<input type="checkbox"/>	2.423	2.409	2.457	2.579	2.736	2.973	1994-2021
All Grades - Reformulated Areas		<input type="checkbox"/>	2.294	2.270	2.375	2.519	2.672	2.920	1994-2021
Regular		<input type="checkbox"/>	2.276	2.255	2.337	2.472	2.625	2.869	1993-2021
Conventional Areas		<input type="checkbox"/>	2.370	2.356	2.406	2.527	2.684	2.921	1993-2021
Reformulated Areas		<input type="checkbox"/>	2.205	2.179	2.288	2.433	2.581	2.830	1994-2021
Midgrade		<input type="checkbox"/>	2.594	2.582	2.658	2.789	2.948	3.186	1994-2021
Conventional Areas		<input type="checkbox"/>	2.662	2.653	2.696	2.814	2.971	3.205	1994-2021
Reformulated Areas		<input type="checkbox"/>	2.559	2.544	2.640	2.777	2.936	3.177	1994-2021
Premium		<input type="checkbox"/>	2.769	2.753	2.830	2.965	3.132	3.372	1994-2021
Conventional Areas		<input type="checkbox"/>	2.925	2.914	2.959	3.075	3.229	3.465	1994-2021
Reformulated Areas		<input type="checkbox"/>	2.712	2.694	2.786	2.927	3.098	3.339	1994-2021
Diesel (On-Highway) - All Types		<input type="checkbox"/>	2.651	2.685	2.817	2.904	3.035	3.266	1997-2021
Ultra Low Sulfur (15 ppm and Under)		<input type="checkbox"/>	2.651	2.685	2.817	2.904	3.038	3.266	2007-2021

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/29/2021
Next Release Date: 4/5/2021

6.2 CONSUMER PRICE INDEX ADJUSTMENT FACTOR

- 6.2.1 Contractor may request an annual contract increase. The request must be requested by November 15 of each year. The basis of this increase must be tied directly to the current Consumer Price Index (CPI). Contractor must provide documentation supporting requested raise. Based on information provided by

the Contractor, it will be the decision of the County to determine if an increase will occur and the amount of the increase. If approved, the contract increase would not occur until July 1 in the following year. The first year an increase will be considered is July 1, 2022.

<https://www.bls.gov/news.release/cpi.t07.htm>

- 6.2.2 The Consumer Price Index (CPI) Adjustment Factor shall be calculated by using above database (CPI for All Urban Consumers (CPI-U) "All Items": U.S. city average, by expenditure category). The maximum increase in any one year is limited to the CPI increase or 3 percent, whichever is lower. The base CPI for the contract shall be calculated using the October 2020 value. For example, the percent increase from October 2020 to October 2021 shall be used as the basis for the requested increase (submitted in November 2021) for the July 1, 2022 to June 30, 2023 contract year.

6.3 STATEMENTS, INVOICES AND TIME SHEETS

The Contractor shall prepare and submit to the Contract Administrator monthly invoices for Routine Services, Special Delivery Services and Fuel Surcharges as separate line items as follows:

- 6.3.1 Routine Services - The Contractor shall prepare and submit monthly invoices based on the actual number of days worked, times the daily amount determined in *Bid Item 1*.
- 6.3.2 Additional Services - The Contractor shall prepare and submit monthly invoices based on the number of additional hours worked and miles traveled multiplied by the prices determined in *Bid Item 2*.
- 6.3.3 Fuel Surcharge – Fuel charges will be applied on a monthly basis and only for months when the average cost of fuel is at or above the agreed Surcharge point determined in *Bid Item 3*. The charge will be equal to the price determined in *Bid Item 3*. The charge should appear on invoices as a separate line item and labeled as "Fuel Surcharge".
- 6.3.4 Fuel Discount – Fuel discounts will be applied on a monthly basis and only for months when the average cost of fuel is at or below the agreed Discount point determined in *Bid Item 3*. The charge will be equal to the price determined in *Bid Item 3*. The charge should appear on invoices as a separate line item and labeled as "Fuel Discount".
- 6.3.5 Properly documented, substantiated invoices shall be payable within thirty (30) days after approval by the Contract Administrator. Those invoices not acceptable to the Contract Administrator shall be returned to the Contractor for correction and subsequent re-submittal for payment.

6.4 SUPERVISION

- 6.4.1 The Contractor shall provide a trained, qualified Manager capable of providing adequate supervision to accomplish the Services. The Manager need not be on site but must be available to the Contract Administrator for conference within 30 minutes.
- 6.4.2 The Contract Administrator will have authority to communicate directly with the drivers to relay route information and special needs.
- 6.4.3 Manager will be required to meet with the Contract Administrator occasionally to discuss route changes, operational procedures, and personnel.
- 6.4.4 The Contractor shall give the Manager the authority to make decisions necessary in emergency circumstances so as to allow Wake County to get answers and results quickly and without delay. The Manager shall be informed that reasonable instructions given by Wake County representatives shall be followed as closely and quickly as possible. These representatives include, but are not limited to: General Services Director, GSA Business Administrator Director, Contract Administrator, and their designated representatives.

6.5 TELEPHONE/EMAIL SERVICE

- 6.5.1 The Contractor shall provide a cellular telephone numbers for drivers and Contract Manager to the Contract Administrator and an email address for the Contract Manager.
- 6.5.2 Should the Contract Manager be away from the site or otherwise not able to respond to telephone calls, another authorized person shall be designated to act for the Contractor.

7. PERSONNEL

7.1 CONTRACT ADMINISTRATOR

- 7.1.1 Wake County shall designate an employee of Wake County as Contract Administrator who shall act on behalf of Wake County.

7.2 CONTRACT MANAGER

- 7.2.1 The Contractor shall provide a Manager to oversee all drivers and serve as a contact person for the Contract Administrator.
- 7.2.2 The Contract Manager, or designate, shall be on-call at all times during service hours and must be able to report within 30 minutes to the Contract Administrator.
- 7.2.3 Contract Manager shall make themselves available to the Contract Administrator to discuss performance of the drivers or other provisions of the contract.
- 7.2.4 The Manager shall make sufficient inspections to ensure the services are performed as specified.
- 7.2.5 The Manager shall be adequately trained in the compliance of all applicable OSHA, EPA, and other Federal, State and Local laws and regulations regarding materials that may be encountered in the performance of the Services.
- 7.2.6 The Contract Manager shall be capable of verbal and written communication in the English language and shall be able to communicate adequately to all drivers and the Contract Administrator.

7.3 DRIVERS

- 7.3.1 The Contractor shall provide an adequate number of trained, qualified drivers capable of performing the Services outlined in the proposal.
- 7.3.2 The drivers shall be capable of verbal and written communication in the English language and shall be able to communicate adequately to the Contract Administrator.
- 7.3.3 Drivers will be required to have a safe driving record.
- 7.3.4 Drivers will be employees of the Contractor. Contractor will not sub-contract any portion of the service in this agreement.
- 7.3.5 The Contractor shall obtain and provide to the Contract Administrator a background check for each driver in accordance with Section 4 "Security" in this document.

7.4 TRAINING

- 7.4.1 All drivers will be adequately trained by the vendor as to the general procedures and library locations for each route.
- 7.4.2 All drivers will undergo a short training at the Library Administration Building (LAB), provided by the Library representative, as to the specific procedures and expectations for performance.
- 7.4.3 As a minimum, the Contractor shall provide each employee performing Services with the following classes within the first two weeks of employment, and again each successive twelve-month period.
 - 7.4.3.1 Safe driver's training
 - 7.4.3.2 Wake County Electronic Keypad/Building Alarm Training
- 7.4.4 The Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, the type and date of each training attended, and the instructor. The Contractor shall present such records for inspection upon request by the Contract Administrator. The Contract Administrator may, from time to time, monitor the conduct of such training.
- 7.4.5 The time each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the Services.
- 7.4.6 The Contract Manager is required to attend the same level of training provided to the drivers prior to Contract startup.

7.5 UNIFORMS

- 7.5.1 The Contractor shall ensure all of its employees are clean, neat, and appropriately attired with uniforms and work shoes at all times during the performance of the Services. The Uniforms and work shoes must meet the approval of the Contract Administrator.

7.6 RELIEF FOR ABSENTEEISM AND VACATION

- 7.6.1 The Contractor shall provide relief personnel as necessary to ensure that the Routine Services of the Book Courier Routes are performed as required.
- 7.6.2 If the Contract Manager is absent, the Contractor shall provide a competent replacement that has the authority to carry out the terms and provisions of this Proposal.

7.7 ROUTE ASSIGNMENTS

- 7.7.1 The Contractor shall assign its employees to routes in accordance with the Scope of Work as defined in the Scope of Work section of this Request.
- 7.7.2 Routes are run consistently each day, except for special deliveries.
- 7.7.3 Wake County shall have the unilateral right to make modifications in routes. Such modifications may include adding, deleting, or changing buildings to be serviced, number of service locations within a building, and/or days of service. Any changes in the compensation to the Contractor resulting from such changes shall be agreed upon by Wake County and the Contractor. Should the Contractor fail to protest such modifications within seven (7) calendar days after receipt of notice from the Contract Administrator, then the Contract Documents shall be amended with the proposed change in Contract price.

7.8 REMOVAL OF PERSONNEL

The Contractor shall remove from service on the premises of Wake County any employee of the Contractor who, in the opinion of Wake County is not performing the Services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of Wake County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Contractor.

8. VEHICLES, EQUIPMENT AND SUPPLIES

8.1 GENERAL REQUIREMENTS

- 8.1.1 The Contractor shall furnish all vehicles, fuel, and equipment necessary to properly perform the services defined in this Proposal. As a minimum, the Contractor shall furnish each driver and each vehicle with the types of equipment and supplies defined in this section as required to perform the services.
- 8.1.2 Contractor vehicles must have company identification on both sides.
- 8.1.3 Vendor must have fidelity bond/employee dishonesty insurance coverage and courier/cargo insurance coverage covering the value of the items transported.

8.2 MAINTENANCE AND REPAIR

- 8.2.1 The Contractor shall maintain all vehicles to proper and safe working order.
- 8.2.2 The Contractor shall insure that all equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices.
- 8.2.3 All vehicles used by the Contractor in the performance of the services shall meet all applicable safety requirements. Contractor is required to obtain all applicable inspections including annual NC State inspection.
- 8.2.4 The Contractor shall ensure that all vehicles remain in good, clean condition.
- 8.2.5 The Contractor shall maintain backup vehicles to ensure that the service is performed without interruption.
- 8.2.6 Any destruction or damage to Wake County property including but not limited to books, equipment, furniture due to the improper maintenance and/or repair to the vehicle, may result in in deduction from payments to the Contractor equal to the repair or replacement value of the damaged property.

8.3 MINIMUM EQUIPMENT

The Contractor will supply, at a minimum, the following equipment and supplies for each route:

- 8.3.1 One box type truck. Box at least 15 feet in length. Trucks must have a minimum GVW rating of 12,000 pounds.
- 8.3.2 One heavy duty two-wheel dolly that will convert to four-wheel dolly. Must have at least 50" useable bed length when converted.
- 8.3.3 One "tarp" or plastic covering. Covering must be at least 6' x 6' to provide protection of books and equipment during inclement weather.
- 8.3.4 Communication devices as outlined in section 6.4 "Telephone/E-Mail Service"
- 8.3.5 The Contractor shall equip all vehicles with technology such as telematics, to promote overall vehicle safety, productivity, and accountability (Bid Item 4). At a minimum, the technology will capture vehicle location and activity data. Data collected from telematics systems shall be available to the Contract Administrator upon request.
- 8.3.6 The Contractor shall work with the County to equip the trucks with RFID technology. Wake County will provide the RFID equipment.

8.4 CONTRACTOR'S FACILITIES

- 8.4.1 The exchange of books must be done under cover from inclement weather. Books will remain in locked trucks overnight and must be in a gated and secure area.

9. PERFORMANCE STANDARDS

- 9.1.1 The Contractor shall perform the routine Scope of Work daily Monday Through Friday except holidays in the time frames specified.
- 9.1.2 The Contractor shall perform the Special Delivery work as needed Monday Through Friday except holidays in the time frames specified unless otherwise arranged or approved by the Contract Administrator.

9.2 PERFORMANCE OF THE SERVICES

The Contractor shall be responsible for the complete and timely performance of all the services under this Proposal and for all vehicles, equipment, and supplies required to successfully perform all services.

9.3 NON-PERFORMANCE OF SERVICES

Services shall be considered not to have been performed when, in the judgment of The Contract Administrator, any one or more of the following conditions exist:

- 9.3.1 Failure to provide the number of trained and qualified Drivers and Manager as required to perform services.
- 9.3.2 Failure to assign qualified substitute Drivers as replacements.
- 9.3.3 Failure scan the Wake County Security badge when arriving and departing each location.
- 9.3.4 Adjusting the pay of an employee downward without prior notice to Wake County's authorized representative.
- 9.3.5 Failure to perform an adequate and/or appropriate background investigation.
- 9.3.6 Failure to produce documentation concerning pre-employment investigation prior to assignment.
- 9.3.7 Failure to assign a correctly uniformed and equipped driver or Manager.
- 9.3.8 Failure to remove any employee from service immediately upon Wake County's request.
- 9.3.9 Failure to furnish equipment and material necessary for the performance of the services under this agreement.
- 9.3.10 Failure to keep vehicles in clean, safe, working condition to prevent damage to Library books, equipment, furniture and other property.
- 9.3.11 Failure to promptly notify Contract Administrator of any schedule changes or delays.
- 9.3.12 Failure to complete training requirements specified within the contract.
- 9.3.13 Failure to provide accurate and error-free invoices.
- 9.3.14 Failure to deliver contract-specified deliverables in a prompt and timely manner as specified in the contract.
- 9.3.15 Failure to acquire proper signatures for deliveries as required, including certified mail, express mail, UPS packages, and supply orders.
- 9.3.16 Failure to accomplish special work orders as scheduled.
- 9.3.17 Failure to abide by Security Rules and Regulations as outlined by Wake County.

9.4 DEDUCTIONS FOR NON-PERFORMANCE OF SERVICES

- 9.4.1 Upon the occurrence of any acts or omissions listed in section 9.3, there shall be an equitable downward adjustment of the Contractor's charges to fairly reflect the reduced value of the services provided (i.e. damage to Library books and/or other media materials). Wake County may deduct the actual costs of the solution plus staff time from the Contractor's invoice. In every instance, the Contractor will be provided advance written or verbal (phone, fax, e-mail, letter, face-to-face) notification of intent to make a penalty deduction. This section will apply, but not be limited to, the acts or omissions listed in section 9.3.

- 9.4.2 Upon notification of a problem or issue, The Contractor has 1 hour to respond and fix the problem/issue and/or provide a plan detailing corrective action. Any problem/issue not corrected immediately shall be communicated to the Contractor by the Contract Administrator with Wake County's intentions to correct the problem and notification of deductions as described above.
- 9.4.3 In the event of non-performance of Routine Services by The Contractor, The Contract Administrator shall have the right to exercise any one or combination thereof of the following options:
- 9.4.3.1 The Contractor shall correct such item of non-performance within 1 hour upon notification by Wake County, and Wake County shall make no deductions for such item of non-performance.
 - 9.4.3.2 Wake County may correct the item of non-performance by using another Contractor, or by any means it deems necessary and reasonable. Direct cost incurred by Wake County for the correction of the item of non-performance including a reasonable amount for the cost of the time of the employees of Wake County involved in such correction shall be deducted from payments made to the Contractor.
 - 9.4.3.3 Should the non-performance remain uncorrected, Wake County shall make a deduction of fifty (\$50.00) dollars per day per occurrence or incident from payments to the Contractor until the issue is resolved.

10. BID FORMS

10.1 BID FORM 1

BIDDER: _____

DATE: _____

Indicate costs per mile and daily charges for each route performed. Include all Wages, Salaries, Payroll Taxes and Payroll Insurance, vehicle and fuel, vehicle maintenance, and overhead based on hours worked and mileage driven.

10.1.1 Bid Item 1 –

Monday-Friday 8:00 AM – 3:45 PM (includes 45-minute lunch)
Mileage Charge per Mile should be the same for each route.

Mileage Charge (Daily) Costs							
Route	Miles/day	Mileage Charge per Mile	Total Mileage Cost	Hrs per day	Hourly Rate	Total Hourly Cost	Total Mileage + Hourly Cost
Northeast	63	\$	\$	7	\$	\$	\$
South	70	\$	\$	7	\$	\$	\$
West	63	\$	\$	7	\$	\$	\$
Truck							
Truck Size							
Bid Item 1 – Total Annual Charges							
Daily Charge	\$ (Northeast + South + West = Total Cost)						
Working Days*	249						
Total Estimated Annual Amount	\$ (Daily Charge x 249)						

*Working days vary from year to year and will adjust the Total Annual amount accordingly.

10.1.2 Bid Item 2 –

Indicate charges for Additional Services including Courier, Library Projects, and Special Delivery work performed that DOES NOT fall within the normal Scope of work outlined in this proposal. Include all Wages, Salaries, Payroll Taxes and Payroll Insurance and Overhead in the “Charge per hour”. Include vehicle, fuel, insurance, and maintenance in the “Charge per mile”.

Bid Item 2 – Charges for Special Delivery/Courier/Library projects not included in daily hours	
Charge per Hour (Driver)	\$
Charge per Mile	\$

10.1.3 Bid Item 3 –

Fuel Surcharge/Discount – Indicate the fuel type used in vehicles for Book Courier Services and indicate your fuel surcharge amount based on the criteria in Section 6.1 (Special Conditions).

Bid Item 3 – Fuel Surcharge/discount - Diesel		
Current Fuel Price per gallon	\$3.266	per gal.
Established “Surcharge Point”	\$4.266	per gal. (added \$1 to current price)
Established “Discount Point”	\$2.266	per gal. (subtracted \$1 from current price)
Fuel Surcharge per month (when applicable)	\$	
Fuel Discount per month (when applicable)	\$	

10.1.4 Bid Item 4 -

Telematic Device – Additional cost, if any, for providing telematic devices and reporting in all vehicles

Bid Item 4 – Telematic Device	
Total Monthly Fee (all routes)	\$ <i>(per month fee)</i>

10.1.5 ATTACHMENT A – CURRENT BOOK COURIER ROUTES

NORTHEAST ROUTE					
Location	Street	City	Est. Arrival Time	Miles	Interoffice mail
Library Administration Building	4020 Cary Drive	Raleigh, NC 27610	8:00 AM		
Green Road Community Library	4101 Green Road	Raleigh, NC 27604	8:30 AM		
North Regional Library	7009 Harps Mill Road	Raleigh, NC 27615	8:55 AM		
FIELD SERVICES	9000 Deponie Drive	Raleigh, NC 27614	10:10 AM		1
Northeast Regional Library	14401 Green Elm Lane	Raleigh, NC 27614	10:25 AM		
Wake Forest Community Library	400 E. Holding Avenue	Wake Forest, NC 27587	11:15 AM		
Zebulon Community Library	1000 Dogwood Drive	Zebulon, NC 27597	12:25 AM		
Wendell Community Library	207 South Hollybrook Road	Wendell, NC 27591	1:00 PM		
East Regional Library	946 Steeple Square Court	Knightdale, NC 27545	1:15 PM		
Library Administration Building	4020 Cary Drive	Raleigh, NC 27610	2:15 PM		
Post-route exchange/lunch			3:45 PM		
		Total		Est. 63 miles	
SOUTH ROUTE					
Location	Street	City	Est. Arrival Time	Miles	Interoffice mail
Library Administration Building	4020 Cary Drive	Raleigh, NC 27610	8:00 AM		
Southgate Community Library	1601-14 Crosslink Road	Raleigh, NC 27610	8:30 AM		
Athens Drive Community Library	1420 Athens Drive	Raleigh, NC 27606	8:45 AM		
Eva H. Perry Regional Library	2100 Shepherd's Vineyard Dr.	Apex, NC 27502	9:10 AM		
Holly Springs Community Library	300 W. Ballentine Street	Holly Springs, NC 27540	10:25 AM		
Fuquay-Varina Community Library	271 Bramblehill Dr.	Fuquay-Varina, NC 27526	11:15 AM		
Middle Creek Community Library	111 Middle Creek Park Ave	Apex, NC 27539	12:20 AM		
South East Regional Library	908 Seventh Avenue	Garner, NC 27529	12:45 PM		
Olivia Raney History Library	4016 Cary Drive	Raleigh, NC 27610	1:45 PM		
Library Administration Building	4020 Cary Drive	Raleigh, NC 27610	2:00 PM		
Post-route exchange/lunch			3:45 PM		
		Total		Est. 70 miles	
WEST ROUTE					
Location	Street	City	Est. Arrival Time	Miles	Interoffice mail
Library Administration Building	4020 Cary Drive	Raleigh, NC 27610	8:00 AM		
GSA Mail Center (Tues & Thur Only)	420 N. Harrington St	Raleigh NC 27603	8:23 AM		
Richard B. Harrison Community Library	1313 New Bern Avenue	Raleigh NC 27610	8:45 AM		
Waverly F. Akins Wake County Office Building-Express Library	366 Fayetteville St.	Raleigh NC 27601	9:00 AM		
Village Regional Library	1930 Clark Avenue	Raleigh, NC 27605	9:15 AM		
Cary Regional Library	315 Kildaire Farm Road	Cary, NC 27511	10:30 AM		
West Regional Library	4000 Louis Stephens Drive	Cary, NC 27519	11:55 AM		
Morrisville Community Library	310 Town Hall Dr.	Morrisville, NC 27560	12:55 AM		
Leesville Community Library	5105 Country Trail	Raleigh, NC 27613	1:50 AM		
Duraleigh Road Community Library	5800 Duraleigh Road	Raleigh, NC 27612	2:10 PM		
Library Administration Building	4020 Cary Drive	Raleigh, NC 27610	2:30 PM		
Post-route exchange/lunch			3:45 AM		
		Total		Est. 63 miles	

10.2 BID FORM 2 – ALTERNATE

BIDDER: _____

DATE: _____

The base cost calculated in Bid Form 1 is computed using the routes currently assigned for the book courier service. Considering there may be alternatives to completing the book courier routes, using the list of Library locations and addresses (Attachment B), create a manifest to show alternative routes, including the addition or combination of routes. Below, provide costs for your recommended routes for each route serviced. Include all Wages, Salaries, Payroll Taxes and Payroll Insurance, vehicle and fuel, vehicle maintenance and overhead based on hours worked and mileage driven. All routes must be performed between 8:00am – 3:45pm. All routes must begin and end at the Library Administration Building, 4020 Cary Drive, Raleigh, NC 27610.

Scope Change to Bid Alternate Only: All boxes must be picked up every business day from every library. See below for the estimated maximum number of boxes each day.

A larger vehicle or additional route can be considered to accommodate the above scope change. Please provide your proposed building list by Route.

10.2.1 Bid Item 1 –

Mileage Charge (Daily) Costs							
Route	Miles/day	Mileage Charge per Mile	Total Mileage Cost	Hrs per day	Hourly Rate	Total Hourly Cost	Total Mileage + Hourly Cost
Route 1		\$	\$	7	\$	\$	\$
Route 2		\$	\$	7	\$	\$	\$
Route 3		\$	\$	7	\$	\$	\$
Route 4 (if needed)		\$	\$		\$	\$	\$
Truck							
Truck Size							
Bid Item 1 – Total Annual Charges							
Daily Charge	\$ (Route 1 + 2 + 3 + 4 = Daily Charge)						
Working Days*	249						
Total Estimated Annual Amount	\$ (Daily Charge x 249)						

10.2.2 Bid Item 2 -

Indicate charges for Additional Services including Courier, Library Projects, and Special Delivery work performed that DOES NOT fall within the normal Scope of work outlined in this proposal. Include all Wages, Salaries, Payroll Taxes and Payroll Insurance and Overhead in the "Charge per hour". Include vehicle, fuel, insurance, and maintenance in the "Charge per mile".

Bid Item 2 – Charges for Special Delivery/Courier/Library projects not included in daily hours	
Charge per Hour (Driver)	\$
Charge per Mile	\$

10.2.3 Bid Item 3 –

Fuel Surcharge/Discount – Indicate the fuel type used in vehicles for Book Courier Services and indicate your fuel surcharge amount based on the criteria in Section 6.1 (Special Conditions).

Bid Item 3 – Fuel Surcharge/discount - Diesel		
Current Fuel Price per gallon	\$3.266	per gal.
Established "Surcharge Point"	\$4.266	per gal. (added \$1 to current price)
Established "Discount Point"	\$2.266	per gal. (subtracted \$1 from current price)
Fuel Surcharge per month (when applicable)	\$	
Fuel Discount per month (when applicable)	\$	

10.2.4 Bid Item 4 –

Telematic Device – Additional cost, if any, for providing telematic devices and reporting in all vehicles

Bid Item 4 – Telematic Device	
Total Monthly Fee (all routes)	\$ <i>(per month fee)</i>

10.2.5 ATTACHMENT B – BOOK COURIER ROUTE LOCATIONS

LOCATION	STREET	CITY	PROPOSED # of Boxes per day
Library Administration Building	4020 Carya Drive	Raleigh, NC 27610	N/A
Green Road Community Library	4101 Green Road	Raleigh, NC 27604	20
North Regional Library	7009 Harps Mill Road	Raleigh, NC 27615	40
FIELD SERVICES	9000 Deponie Drive	Raleigh, NC 27614	N/A
Northeast Regional Library	14401 Green Elm Lane	Raleigh, NC 27614	40
Wake Forest Community Library	400 E. Holding Avenue	Wake Forest, NC 27587	20
Zebulon Community Library	1000 Dogwood Drive	Zebulon, NC 27597	10
Wendell Community Library	207 South Hollybrook Road	Wendell, NC 27591	10
East Regional Library	946 Steeple Square Court	Knightdale, NC 27545	40
Southgate Community Library	1601-14 Crosslink Road	Raleigh, NC 27610	10
Athens Drive Community Library	1420 Athens Drive	Raleigh, NC 27606	10
Eva H. Perry Regional Library	2100 Shepherd's Vineyard Dr.	Apex, NC 27502	40
Holly Springs Library & Cultural Center	300 W. Ballentine Street	Holly Springs, NC 27540	20
Fuquay-Varina Community Library	271 Bramblehill Dr.	Fuquay-Varina, NC 27526	20
Middle Creek Community Library	111 Middle Creek Park Ave	Apex, NC 27539	20
South East Regional Library	908 Seventh Avenue	Garner, NC 27529	40
Olivia Raney History Library	4016 Carya Drive	Raleigh, NC 27610	N/A
GSA Mail Center (Tues & Thur Only)	420 N. Harrington St	Raleigh NC 27603	N/A
Richard B. Harrison Community Library	1313 New Bern Avenue	Raleigh NC 27610	20
Waverly F. Akins Wake County Office Building - Express Library	366 Fayetteville St.	Raleigh NC 27601	5
Village Regional Library	1930 Clark Avenue	Raleigh, NC 27605	40
Cary Regional Library	315 Kildaire Farm Road	Cary, NC 27511	40
West Regional Library	4000 Louis Stephens Drive	Cary, NC 27519	40
Morrisville Community Library	310 Town Hall Dr.	Morrisville, NC 27560	20
Leesville Community Library	5105 Country Trail	Raleigh, NC 27613	20
Duraleigh Road Community Library	5800 Duraleigh Road	Raleigh, NC 27612	10

10.3 BIDDERS QUESTIONNAIRE

QUESTION	RESPONSE	
Name of Company		
Address		
Area Code/Phone Number	()	
Company Type	<input type="checkbox"/> Corporation	
	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Individually owned	
If incorporated, in what State		
Give names and titles of persons of authority in your organization. If partnership, list all partners	Name	Title
What type of services do you provide other than book courier services?		
How long has your organization been in business under your present name. Provide former names if any		
How long under former name?		
Affiliated companies (If parent company, list subsidiaries and divisions. If subsidiary or division, name of parent company, its principals and their addresses):	Parent Company	Subsidiary/Division
What are your craft labor affiliations?		

BIDDERS QUESTIONNAIRE – CONTINUED

QUESTION	RESPONSE
What are your bond limits?	
Are there any judgments, suits, claims or liens pending against your firm? If so, submit brief details or attach separate sheet	

10.4 BIDDERS ATTACHMENTS

10.4.1 List the organizations or firms, their addresses, contacts, phone numbers, and hours serviced per week for all current customers in the Wake County Area.

Current Customers				
Organization/Firm	Address	Contacts	Phone Number	Hours per week

10.4.2 List the organizations or firms, their addresses, contacts, phones numbers, and hours serviced per week for all previous customers for whom your services have been discontinued for any reason within the past 12 months.

Previous Customers				
Organization/Firm	Address	Contacts	Phone Number	Hours per week

10.4.3 Copy of your last fiscal year financial statement (audited, if available).

10.4.4 Any other information you would like considered, including bank and trade references.

10.5 CONFLICT OF INTEREST

Conflict of Interest		
Name	Interest or Position	Amount of Ownership

10.6 ACKNOWLEDGMENT OF ADDENDA

Acknowledgment of Addenda		
Addendum	Date	Signature

10.7 BID SIGNATURE PAGE

SIGNATURES		
The Officers of the Corporation are:	President	
	Vice President	
	Secretary	
	Treasurer	
The full names and residences of stockholders, persons, or firms interested in the foregoing bid, as principals, are :	Name	Address

The undersigned hereby attests and affirms that the Bidding Documents have been read in detail by officers, employees, agents or representatives of the company named below; that the company named below is fully qualified and able to perform in accordance with the terms and conditions of these Bidding Documents; that he/she is an officer or employee of the company named below; that he/she is authorized to submit this Bid, and should Wake County accept this Bid, bind the company to the terms of these Bidding Documents.

The undersigned, as bidder hereby declares the only person or persons interested in this bid as principal, or principals, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in a Contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the sites where the work is to be performed; that it has examined the Bidders Instructions; Bid Forms, Questionnaire, Current Customers, Discontinued Customers, Conflict of interest / Addenda form, Agreement between Wake County and The Contractor, General Conditions, Special Conditions, Performance Standards, Scope of Work, and all other Proposal documents and has read all of the Addenda furnished prior to the bid due date, has carefully examined the site of the services and understands the conditions and restrictions under which the services must be provided and the time within which the services must be performed.

The Bidder agrees, if this bid is accepted, to furnish all necessary tools, equipment, supplies, trucks, fuel, labor, management, supervision, direction and incidentals necessary to perform and complete within the time specified the services covered by this contract, and to furnish evidence of the required insurance.

The Bidder agrees to accept as full compensation for all services required to complete the Contract, the prices named therefore in Bid Form 1, (applicable Bid Items 1-4) or Bid Form 2 (applicable Bid Items 1-4)

The Bidder further agrees not to withdraw this Bid for a period of sixty (60) days after the time and date set for receipt of bids.

Bidder (Corporate Name)		
Mailing Address		
By (President)		Date:
Attest (Secretary)		Date:
State in which Chartered		
Registry with Secretary of State (if Foreign)		Date:



11. EXHIBITS

11.1 SAMPLE CONTRACT

**NORTH CAROLINA
WAKE COUNTY**

SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____, 20___ by and between Wake County, North Carolina (the "County") party of the first part; and _____ (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows: Enter services provided or add attachment
Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

II. TERM

The services of the Provider shall begin on _____, 20___, and shall be provided until _____, 20___.

III. MAXIMUM AMOUNT PAYABLE: _____ (\$_____)

IV. PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

V. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

VI. CANCELLATION

This Agreement may be canceled by Provider upon sixty (60) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

VII. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance as evidence of policy renewal prior to such policy expiration. Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.
Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.



Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles.

Fidelity bond/employee dishonesty insurance coverage and courier/cargo insurance coverage, protecting the value of County property in Provider's care, custody, control, including during transit.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement. All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request. Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management. The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

VIII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

IX. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or government immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

X. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

XI. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

XII. NON-APPROPRIATION

Provider recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI. In the event of a legal change in Wake County’s statutory authority, mandate, and mandated functions which adversely affects Wake County’s authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

XIII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

XIV. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XV. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer *pursuant to NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XVI. FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: _____
Wake County Department Head

By: _____

Date: _____

Date: _____

(Mailing Address)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE DIRECTOR

