



Request for Proposal

Landscape Services

Proposal Due Date:

June 1, 2023 at 2:00 pm

IMPORTANT NOTICE TO ALL BIDDERS / PROPOSERS: Chapel Hill-Carrboro City School reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in CHCCS's best interest. Bids / proposals will not be considered for award if received by Chapel Hill-Carrboro City School after the official closing date and time.

Background

Chapel Hill-Carrboro City Schools (CHCCS) is a school district which educates over 12,000 students (pre-K through 12th grade) in the southeastern part of Orange County, North Carolina. CHCCS schools are listed below:

Elementary Schools

Carrboro ES
Ephesus ES
Estes Hills ES
Frank Porter Graham ES
Glenwood ES
McDougle ES
Morris Grove ES
Rashkis ES
Scroggs ES
Seawell ES
Northside ES

Middle Schools

Culbreth MS
McDougle MS
Phillips MS
Smith MS

High Schools

Carrboro HS
Chapel Hill HS
East Chapel Hill HS
Phoenix Academy

Request for Proposal Overview

This Request for Proposal (RFP) documents Chapel Hill-Carrboro City Schools (CHCCS) requirements for Landscape Services Management Companies (LSMCs), and solicits pricing for district campuses as described in Scope of Work.

This RFP is intended to allow CHCCS a basis for evaluating and selecting the proposal best suited to the District's needs, pursuant to establishing a contractual relationship with an experienced and qualified LSMC to provide services in an efficient and cost-effective manner while maintaining a high quality of service, safety, and reliability. Any vendor's solution to this RFP must meet or exceed CHCCS requirements. All costs for proposal preparation are the responsibility of the vendor.

CHCCS Authorities and Options

- The acceptance of a proposal does not obligate CHCCS to purchase landscape services from any supplier who submits a proposal.
- Serving the best interest of the district, CHCCS reserves the right to reject any or all proposals and to not make a decision.
- CHCCS reserves the right to choose any proposal, even if the bid is not the lowest.
- After receipt of the proposal, and prior to signing the contract, Chapel Hill-Carrboro City School reserves the right to modify the services to be received by adding or deleting services.

RFP Timeline

May 15, 2023	RFP announced/publicized. RFP emailed to LSMCs requesting information.
May 18, 2023, 10:00 am	Pre-bid meeting: 750 Merritt Mill Rd, Chapel Hill
May 22-24, 2023	CHCCS campuses are available on these dates for LSMC representatives to visit/survey, by appointment only and upon request. Please make appointment request(s) in writing by email to: Crystal Bowe, CHCCS Facilities Manager cpbowe@chccs.k12.nc.us Vendors should confirm appointment(s) with Crystal Bowe by email correspondence.
May 25, 2023	Final due date for RFP questions, by 5:00 pm on this day. Ongoing answers to LSMC questions on RFP updated weekly. All questions about the RFP or Chapel Hill-Carrboro City School requirements must be submitted in writing via email to: David Contreras, Executive Director of Capital and School Facilities dpcontreras@chccs.k12.nc.us Attachments must be submitted in PDF or DOCX format.
May 26, 2023	Answers to final questions posted by 5:00 pm on this date.
June 1, 2023	RFP submissions due from interested LSMCs by 2:00 pm on this date. Proposals must be digitally submitted in PDF or DOCX format by email to: David Contreras, Executive Director of Capital and School Facilities dpcontreras@chccs.k12.nc.us In order to confirm participation in the process, vendors should confirm receipt of their proposals with David Contreras by email correspondence.
June 5-7, 2023	Proposals and LSMCs evaluated by the Landscape Proposals Evaluation Committee based on RFP criteria. Selected LSMC candidates may be invited to provide formal presentation.
June 15, 2023	CHCCS Board of Education reviews recommendation for LSMC. Representatives from recommended LSMC should attend.
June 16, 2023	Announcement of selected LSMC

Evaluation

Criteria listed in the table below will be considered by the Evaluation Committee in evaluating proposals. This will include information provided within the proposal, during specific presentations and/or negotiations, and by client and industry references.

Evaluation Component	Scoring	Evaluation Criteria
Proposal Quality	0-50	Quality, availability, responsiveness, delivery, specifications, terms, conditions, and fitness pursuant to the stated purpose. If applicable, LSMC presentation and interview also a factor of this component.
References	0-30	Client, industry, and business references
Area Presence	0-30	Proven ability to provide quality services within Chapel Hill and Carrboro area.
Cost effectiveness	0-40	Lowest bid: 40; Highest bid: 0 All others: 1-39
Total	150	

Scope of Work:

This project will consist of mowing and related landscape services on campus grounds as outlined below. Contractor will provide all needed labor and equipment to complete mowing of each site. Contractor will coordinate a schedule with CHCCS that will include “no-mow” times and dates.

The **Base Bid** includes mowing (see Campus Mowing Maps posted on RFP page) and related landscape maintenance services for 11 elementary schools, 4 middle schools, 3 high schools and 1 Transportation Center. (*See Attachment A: CHCCS Campus Locations*)

The Specifications of work include:

- Mowing of the Grounds, including removal of excessive cut grass
 - 1x weekly March – October
 - Prior to mowing, remove any trash
 - 3” height
- Mechanical trimming (string trimmer)
 - Grass areas not accessible by mower
 - Edges of pavements, curbs, fence lines, and plant beds
 - Grass/vegetation along edge of athletic field perimeter fencing
- Special care is to be taken to prevent damage from mowing / mechanical trimming to the base of trees, plant materials, structures, and other adjacent items
- Blowing of debris from sidewalks, walkways, entrances, and parking lots
- Leaf removal once (1x) monthly September - December

Athletic fields at middle schools and high schools are excluded from scope of work included in the Base Bid. Athletic fields are enclosed by chain link fencing and outlined on attached maps. Note required trim

work at athletic field fencing as noted under Specifications.

The **Alternate Bid** includes high school athletic fields maintenance as follows:

- Fertilization, 3x annually
- Weed abatement
 - Pre-emergent 2x annually – Spring and Fall
 - Post emergent, as needed
 - Mechanical, as needed
- Aeration, 2x annually
- Overseed with perennial rye once (1x) annually

Terms and Conditions Included in the RFP:

1. **Term:** The contract term will begin July 1, 2023 and run through June 30, 2024.
2. **Extensions:** Two additional 1-year extensions are part of the contract. These extensions are as follows:
 - a. 1st extension – July 1, 2024 through June 30, 2025
 - b. 2nd extension – July 1, 2025 through June 30, 2026
3. **RFP Contact:** Once the RFP is advertised, all potential LSMC vendors should contact Mr. David Contreras, Executive Director of Capital and School Facilities, for answers to any preliminary questions.
4. **RFP Contact Restriction:** LSMCs should not directly contact any district employees without prior approval by Facilities Management.
5. **RFP Campus Visits:** LSMCs are not to visit schools without prior permission from the Facilities Management Office.
6. **Company Background:** Include in your submission a brief overview of your company history, and a detailed review of experience and background in the LSMC industry.
7. **References:** Include with your proposal accurate contact information for three business references.
8. **Client List:** Include with your proposal a list of schools and comparable campuses currently served by your company.
9. **Litigation and Claims:** Include in your submission ongoing litigation or claims and historical information related to litigation and claims for the past 5 years.
10. **Submission Inclusions:** For a submission to be considered, it must be complete and include the following:
 - a. Completed and signed “Signature Page”
 - b. Completed Financial Worksheet, showing itemized annual costs.
 - c. Completed Affidavit A or B “Identification of Minority Business Participation”
 - d. Information from items 6-10 above: company background, references, client list, and litigation and claims.
 - e. All proposals must be submitted on the attached itemized Bid Financial Worksheet

(Attachment B.)

11. **Notice of Termination:** Either party may terminate the contract for any reason with 90 days written notice.
12. **Contract Assignment:** Sub-contracting of any portion of the work is not permitted unless Facilities Management issues prior authorization.
13. **Inclement Weather:** Contractor is expected to adjust with weather conditions as necessary to maintain a mowing schedule of once within every 7-day week.
14. **Lawn Growth Regulators:** Any use of LGRs/PGRs must be included in LSMC submission with specific proposed schedule.
15. **Expected Reports:** Any and all problems and/or damage to the facility are to be promptly reported directly to the principal or the principal's designee.
16. **Equipment:** LSMC must provide all equipment necessary to complete scope of work.
17. **Product List:** The LSMC will provide a list of all products to the district. Environmentally responsible supplies and processes are preferable.
18. **SDS:** LSMC is required to maintain onsite SDS binders for all chemicals used in the landscape maintenance process. LSMC will also provide the district central office with all SDS documents at the commencement of the contract, and whenever new products are introduced.
19. **Safe for Schools:** Any and all chemicals, including herbicides and pesticides, must be labeled safe for people and animals.
20. **Licensed Applicators:** Application of any and all chemicals, including herbicides and pesticides, must be applied according to state and federal regulations by appropriately licensed personnel, as required by state and federal laws.
21. **OSHA Standards:** All LSMC employees must adhere to applicable OSHA standards. Landscaping and horticulture hazards are addressed in specific OSHA standards for general industry if work is considered maintenance activity and construction if work is considered building activity. (Please refer to OSHA Standards NAICS code 561730.)
22. **Insurance Requirements:** LSMC will be required to provide insurance as follows:
 - a. Workers' Compensation specific to the applicable statutory requirements for the work to be performed;
 - b. Employer's Liability Insurance of not less than \$1,000,000 each accident/employee/disease;
 - c. Commercial General Liability Insurance having an available limit of at least \$1,000,000 per occurrence/ \$2,000,000 in the aggregate for contractual liability, personal injury, bodily injury to or death of persons, and/or loss of use or damage to property;
 - d. Commercial/Business Automobile Liability Insurance (including owned, non-owned or hired autos) having an available limit of at least \$1,000,000 each accident for bodily injury, death, property damage, with any fellow employee exclusion removed, and contractual liability;
 - e. Umbrella/Excess Liability Insurance with available limits of at least \$1,000,000 per occurrence and follow form of the underlying Employer's Commercial General and Auto Liability insurance, and provide at least the same scope of coverages thereunder.

23. **Scheduled Meetings:** Regularly scheduled meetings will be established with the contractors and designated School District staff. Site inspections will be performed and information will be exchanged regarding any issues that require attention.
24. **Responsiveness:** Contractor or assigned representative is expected to respond to emails from CHCCS representatives within 24 hours, and to return calls/texts within 3 hours.
25. **Assigned Supervisor(s):** The selection of the contractor's assigned supervisor(s) will be finalized after school district staff have been informed and have interviewed the candidate.
26. **Personnel List:** LSMC will regularly provide to CHCCS a list of all contract personnel working in each location.
27. **Appropriate Attire:** LSMC staff must be clean and professional with regard to grooming and attire, according to LSMC policy for shoes, uniforms, and badges.
28. **Living Wage Stipulation:** The School District supports payment of a living wage to landscape contract workers who are permanent employees of the LSMC and who work 30 or more hours per week on average. Each LSMC must stipulate agreement to pay such workers at least the living wage set by the Orange County Living Wage Certification Team. The 2023 living wage required is \$16.60 per hour for employees who do not receive health insurance and \$15.10 per hour for employees who receive health insurance.
29. **Lunsford Act:** Employee background checks are required for all assigned LSMC staff in compliance with the State of North Carolina's Lunsford Act.
See Attachment C: Lunsford Act for full text of this requirement.
30. **Criminal Background Check:** Employee Criminal Background checks are required for all LSMC staff.
See Attachment D: Criminal Background Check for full text of this requirement.
31. **Anti-Nepotism:** See *Attachment E: Anti-Nepotism* for full text of this requirement.
32. **Read, Review, and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
33. **Notice to Bidders:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. School System objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
34. **Definitions:**
 - a. **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - b. **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only. Page 8 of 23
 - c. **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.

35. **Execution:** Failure to sign under EXECUTION section will render bid invalid.
36. **Order of Precedence:** In cases of conflict between specific provisions in this bid, the order of precedence shall be:
 - a. Special terms and conditions specific to this bid,
 - b. Specifications, and
 - c. Instructions to Bidders.
37. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
38. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
39. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
40. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from the School System. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
41. **ACCEPTANCE AND REJECTION:** School System reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
42. **REFERENCES:** School System reserves the right to require a list of users of the exact item offered. School System may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
43. **AWARD OF CONTRACT:** Qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to School System as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Page 9 of 23 School System to be pertinent or peculiar to the purchase in question. Unless otherwise specified by School System or the bidder, School System reserves the right to accept any item or group of items on a multi-item bid. School System also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, School System reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or

where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by School System to be pertinent or peculiar to the purchase in question.

44. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48, School System invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
45. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, School System will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
46. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become School System property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
47. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, School System may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. School System reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to School System.
48. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing School System, indicating the specific regulation which required such alterations. School System reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
49. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the School System from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include:
 - (1) Maintenance of a retail establishment or office,
 - (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and
 - (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means.By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes. Page 10 of 23 57.
50. **SITUS:** The place of this contract, its situs and forum, shall be County in North Carolina in which the School System is located, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
51. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
52. **INSPECTION AT BIDDER'S SITE:** School System reserves the right to inspect, at a reasonable

time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for School System determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

53. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) from other customers.
54. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the Bidder, School System may:
 - a. Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and
 - b. Include any person or entity designated by Bidder as a joint payee on the Bidder's payment check. In no event shall such approval and action obligate School System to anyone other than the Bidder and the Bidder shall remain responsible for fulfillment of all contract obligations. The successful bidder agrees to hold harmless and indemnify the School System and its Board of Education for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.
55. **GENERAL INDEMNITY:** The Bidder shall hold and save School System, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against School System agents who are involved in the delivery or processing of Bidder goods to School System. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
56. **ACCESS TO PERSONS AND RECORDS:** School System auditors shall have access to any records as a result of this bid or the Contract. School System may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
57. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the Page 11 of 23 United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
58. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the

Affordable Care Act and accompanying IRS and Treasury Department regulations.

59. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.81.

Proposal Signature Page

Failure to execute/sign the proposal prior to submittal date may render the bid invalid. Late proposals are not acceptable.

[] **EXECUTION**

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein and acknowledges he/she has the authority to submit this proposal on behalf of the proposer listed below. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Company Name: _____

Street

City

State

Zip

Printed Name of Owner/Authorized Representative

Title

Signature

Date

Attachment A

CHCCS Campus Locations:

Carrboro HS	201 Rock Haven Road	Carrboro
Chapel Hill HS	9217 Seawell School Rd	Chapel Hill
East Chapel Hill HS	500 Weaver Dairy Road	Chapel Hill
Culbreth MS	225 Culbreth Road	Chapel Hill
McDougle MS	900 Old Fayetteville Road	Chapel Hill
Phillips MS	606 N Estes Drive	Chapel Hill
Smith MS	9201 Seawell School Road	Chapel Hill
Carrboro ES	400 Shelton Street	Carrboro
Ephesus ES	1495 Ephesus Church Rd	Chapel Hill
Estes Hills ES	500 Estes Dr	Chapel Hill
Frank Porter Graham ES	101 Smith Level Road	Chapel Hill
Glenwood ES	2 Prestwick Rd	Chapel Hill
McDougle ES	890 Old Fayetteville Rd	Chapel Hill
Morris Grove ES	215 Eubanks Road	Chapel Hill
Northside ES	350 Caldwell Street	Chapel Hill
Rashkis ES	601 Meadowmont Lane	Chapel Hill
Scroggs ES	501 Kildaire Road	Chapel Hill
Seawell ES	9115 Seawell School Road	Chapel Hill
Transportation Center	1708 High School Rd	Chapel Hill

Attachment B
Bid Financial Worksheet

Campus	Base Bid Amount (with Living Wage)	Alternate Bid Amount (with Living Wage)
Carrboro HS		
Chapel Hill HS		
East Chapel Hill HS		
Culbreth MS		N/A
McDougle MS		N/A
Phillips MS		N/A
Smith MS		N/A
Transportation Center		N/A
Carrboro ES		N/A
Ephesus ES		N/A
Estes Hills ES		N/A
FP Graham ES		N/A
Glenwood ES		N/A
McDougle ES		N/A
Morris Grove ES		N/A
Northside ES		N/A
Rashkis ES		N/A
Scroggs ES		N/A
Seawell ES		N/A

Attachment C

Lunsford Act

Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27 A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://v.ww.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

Attachment D

Criminal Background Checks

Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled no contest to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

Attachment E

Anti-Nepotism

Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the CHCCS Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.