



## Memorandum from Purchasing Department

### *Letter of Instruction for RFP #251-23-292*

**To: Prospective Parties**

Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.

- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net).
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- Submit one (1) signed, original executed proposal responses, four (4) photocopies, and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.
- Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.
- **Note: A mandatory Pre-Bid meeting will be held on 2/1/23 at 1:00 pm (see page 3 for meeting location).**



## Request for Proposal #251-23-292

1551 Rock Quarry Rd – Bldg. F  
Raleigh, NC 27610

### INSURANCE BROKERAGE SERVICES

Contract Type: Open Market

**Refer ALL Inquiries to:** Petra Gooding  
Telephone No: 919-588-3456

Commodity: 8413 – INSURANCE & RETIREMENT SERVICES

E-Mail: [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net)

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

### NOTICE TO VENDORS

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions.

Proposals submitted via facsimile (FAX) machine or email in response to this Request for Proposal will not be acceptable. Proposals are subject to rejection unless submitted on this form.

### EXECUTION

In compliance with this Request for Proposal, 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. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.**

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of proposal opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_ % \_\_\_\_ days.

Submit **one (1) signed, original executed** proposal response, four (4) photocopies, and one (1) electronic copy on a flash drive (emails will not be accepted) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

**MAILING INSTRUCTIONS:** Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<b><u>DELIVER TO:</u></b>
PROPOSAL NO. RFP 251-23-292
Wake County Public School System
Purchasing Department, Building F
1551 Rock Quarry Road
Raleigh NC 27610-4145

### **RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP		1-25-23
<b>Mandatory Pre-Bid Meeting at: Wake County Public School System Crossroads III, Room 2 111 Corning Road Cary, NC 27518</b>	WCPSS	<b>2-1-23 @ 1:00 pm ET</b>
Submit written questions to <a href="mailto:bids-pgooding@wcpss.net">bids-pgooding@wcpss.net</a> (Reference RFP # in the subject line)	Vendor	2-13-23 by 2:00 pm ET
Provide Responses to Questions	WCPSS	2-20-23 by end-of-business
<b>Submit Proposals</b>	Vendor	3-31-23 @ 2:00 PM ET
Bid Award	WCPSS	5-12-23

The schedule markers for the RFP are driven by key decision points at the conclusion of the process. The latest date by which the Board will make its insurance renewal approval of 9/1/23 is at its first meeting in August (8/1/23). To meet this deadline, the senior management begins its review of the renewal program a month earlier and the Independence Day interlude precedes that. Selected vendor will provide Insurance Plan Proposals no later than 7/7/23 in order to meet the above deadlines.

### **PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net) by the date and time specified above. Vendors should enter "RFP #251-23-292 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us> and WCPSS Purchasing website <http://www.wcpss.net/domain/101>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. **Vendors shall rely only on written material contained in an Addendum to this RFP.**

## **PROPOSAL EVALUATION**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

## **METHOD OF AWARD**

**All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received.**

## **Selection and Evaluation Criteria**

### ***Proposals will be evaluated on:***

***Experience and Qualifications:*** Proposals will be evaluated against the responses below.

- a: Do employees of the company assigned to WCPSS have experience on similar scope and size past contracts? What is the percentage of staff that the vendor employs that has the experience and capability of performing the requirements of this proposal?
- b: Resumes shall be included. Does the response to the proposal demonstrate backgrounds requested to perform the scope of work outlined within the RFP?
- d: How well has the vendor performed in similar contracts utilizing current staff?
- e: Vendor shall provide the retention rate specifically for the team that will be assigned to the district.
- f: Does the vendor response affirm that current and future staffing will meet all requirements described within?
- g: Has vendor provided adequate information on the recruitment, selection, and retention of staff?
- h: How well has the vendor demonstrated the ability to perform, manage, and document services described within?
- i: Does the vendor have public sector experience?
- j: Specific plans and methodology for providing the services contained within.

### ***Responsiveness***

- a: Is the execution page signed? – (All submittals must be returned with appropriate signatures. Any proposal returned without required signature will be deemed non-responsive and will be disqualified)
- b: Has the vendor acknowledged and initialed all required requests?
- c: Has the vendor included all required forms with responsive information?
- d: Is the vendor registered with the NC Secretary of State and allowed to do business in NC?
- e: Is the vendor debarred from doing business with North Carolina or Federal Government?

### ***Additional Services/Value Added to the District***

Explain any other added value services offered.

Example: Safety Training or Risk Assessment services

### **IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

***During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1, 2, and 3.***

## **BACKGROUND AND PROJECT OBJECTIVES**

The Wake County Public School System's (WCPSS) Risk Management department seeks proposals for an agency or broker (**Broker, Offeror, Offerors**) for negotiation, placement and service of all property and casualty insurance the for the Wake County Board of Education (WCBOE). Wake County Public School System (WCPSS) will be served under this contract.

The term of this contract shall be for a three-year period beginning September 1, 2023, through August 31, 2026, with up to two optional one-year contract periods (3 + 1 + 1), unless otherwise terminated as provided within the Terms and Conditions of the executed contract. Once contract is awarded, the broker may engage work with WCPSS and market.

For informational purposes, WCPSS is the nation's 15<sup>th</sup> largest school district, and the largest in the state of North Carolina. With 119 elementary schools, 41 middle schools, 33 high schools, and 5 special schools, we serve over 160,000 students and have over 20,000 staff in the district. The district has about 748 vehicles and activity buses. As of September 1, 2022, the district had property and content values estimated at \$5.5 billion. For general information regarding Wake County Public School System, please visit the district's website at: [www.wcpss.net](http://www.wcpss.net).

## **SCOPE OF WORK**

The WCPSS Risk Management department is seeking highly qualified brokers, agents, firms, or organizations with a demonstrated record of the successful and ethical management of insurance and risk management programs, services that involve medium to large PreK-12 school districts. The broker(s), agent(s), firm(s) or organizations selected to service WCPSS's insurance and risk management needs involving its Property, Casualty, Excess Workers' Compensation and other insurance programs, shall have a well-established track record of delivering high-quality services and programs related to public schools.

The successful offeror(s) must clearly demonstrate their ability to provide and perform various insurance services, programs, and products, including but not limited to, risk management, loss control and claim management activities, safety, and training, as well as other associated broker or agent services.

## **REQUIREMENTS/QUALIFICATIONS**

- Vendors must include on a separate page the proposed form of compensation (i.e., commissions only, mix of commission and fees, annual retainer, fee-for-service, etc.) for all services identified in your proposal. If you are proposing a fee for enhanced program elements, please include your fee schedule or any hourly rates for enhanced program elements only.

*Vendor acknowledgement* \_\_\_\_\_

- **VENDOR shall be licensed and approved to do business in the State of North Carolina.**

*Vendor acknowledgement* \_\_\_\_\_

Wake County Public School System (WCPSS) is interested in offerors that have an established record of providing Property, Casualty, Workers' Compensation and other insurance products and services for mid to large PreK-12 School Districts. WCPSS request that all offerors have extensive knowledge of PreK-12 school environments, and a strong familiarity with public school exposures and insurance underwriting markets and resources. To be considered for award, an offeror must demonstrate the following minimum requirements and provide the requested background information.

1. A minimum of five (5) years of experience in providing insurance products, risk, and safety management services, related to PreK-12 Public Schools, as well as, other noted risk and safety management services that are described within the Scope of Work.

*Vendor acknowledgement* \_\_\_\_\_

2. Offeror must have a satisfactory record of performance while working with at least three (3) PreK-12 Public School Districts which are of similar size and scope as WCPSS. Experience working directly with North Carolina Public Schools is preferred. As evidence of such record, WCPSS request that your firm include name of school district, primary contact, position, phone, and email addresses for each school district provided.

*Vendor acknowledgement* \_\_\_\_\_

3. Offeror shall be fully licensed in for all lines of property and casualty insurance and be in good standing with the North Carolina Department of Insurance.

*Vendor acknowledgement* \_\_\_\_\_

4. Offeror must provide information reflecting the firm's or organization's fiscal responsibility and condition. Each offeror is required to submit a completed and signed Certification of Financial Condition with their proposal. Please refer to Attachment A, Certification of Financial Condition of this RFP.

*Vendor acknowledgement* \_\_\_\_\_

5. Offeror shall be experienced and have a successful record of working with property, casualty and workers' compensation insurance and risk management programs related to public schools. This record should demonstrate the offeror's ability to provide expert, efficient, effective and relabel services to its clients.

*Vendor acknowledgement* \_\_\_\_\_

6. Offeror shall have continuous professional business relationships with those underwriting and insurance markets necessary to deliver superior insurance products and services that meet the District's needs and are favorably priced relative to the risk exposures identified at WCPSS and current market conditions.

*Vendor acknowledgement* \_\_\_\_\_

7. Offeror shall have extensive experience with various insurance products, including but not limited to: property, general liability, automobile liability and physical damage, excess liability, cyber liability, errors and omissions, sexual misconduct and abuse, law enforcement liability, drone liability, public officers and school employee liability, and workers' compensation and employers' liability, school volunteer insurance.

*Vendor acknowledgement* \_\_\_\_\_

8. Offeror shall have experience in evaluating current property, general liability and workers' compensation insurance programs and ability to recommend appropriate or advantageous changes as needed.

*Vendor acknowledgement* \_\_\_\_\_

9. Demonstrated experience in providing targeted loss control programs, employee safety training programs, school safety programs and accident or incident prevention programs.

*Vendor acknowledgement* \_\_\_\_\_

10. Offeror must provide a description of its obligation to transparency and provide full disclosure of any changes to fees, commissions, or other incomes to be delivered from services to the school district.

*Vendor acknowledgement* \_\_\_\_\_

11. Offeror shall be able to maintain the highest integrity in business relationships and practices and shall make full and timely disclosure to the school district of any conflicts of interest. The offeror shall be familiar with state statutes related to gifts and favors for public school officers and employees.

*Vendor acknowledgement* \_\_\_\_\_

12. Offeror shall be insured for general liability, automobile liability, professional liability, and workers' compensation. Refer to insurance requirements and limits in Section XXIII, Insurance.

*Vendor acknowledgement* \_\_\_\_\_

13. Offeror must disclose and explain any current or previous NCDOT disciplinary action.

*Vendor acknowledgement* \_\_\_\_\_

14. Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.

(Federal Government)

<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>

(State of North Carolina)

<https://ncadmin.nc.gov/documents/nc-debarred-vendors>

*Vendor acknowledgement* \_\_\_\_\_

### **ADDED VALUE TO THE DISTRICT**

Vendor shall describe added customer service value to WCPSS that may be beneficial due to the limited resources and staff.

*Vendor acknowledgement* \_\_\_\_\_

### **TERM**

Contract shall begin September 1, 2023, for three years based on terms and conditions listed herein. WCPSS retains the option to extend this contract at its sole discretion for two additional one-year periods.



### TERMS & CONDITIONS

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single vendor, unless otherwise described in the RFP. The right is reserved, however, to make awards to multiple vendors, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Vendors should show any required unit prices but are requested also to offer a lump sum price where appropriate.

**RFP EVALUATION:** Proposals are requested for the services in the RFP. Wake County Public School System reserves the right to reject any proposal for any reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by vendor. Otherwise, it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendor will be held responsible therefor. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

**FIRM PROPOSAL:** Prices and any other entry made hereon by the vendor shall be considered firm and not subject to change or withdrawal.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

**CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:** During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Debra Wallace at [dwallace2@wcpss.net](mailto:dwallace2@wcpss.net).

### TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.
2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **EXECUTION:** Failure to sign under EXECUTION section shall render proposal invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.
6. **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 vendor will be held responsible, therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

- 7. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative 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 WCPSS Purchasing Department. The vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 8. ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.
- 9. AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.
- 10. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS 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.
- 11. CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. 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.
- 12. AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.
- 13. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.
- 14. DEFAULT AND PERFORMANCE BOND:** In case of default by the vendor, WCPSS may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to WCPSS.
- 15. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the vendor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- 16. TAXES:** Any applicable taxes shall be invoiced as a separate item.
- 17. SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 18. GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.
- 19. INSPECTION AT VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant, or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
- 20. 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 vendor for payment if the vendor accepts that card (Visa, Mastercard, etc.) from other customers.
- 21. PATENT:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
- 22. ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor'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 vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.
- 23. INSURANCE:**
- a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. Public liability and Property Damage Insurance - The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Minimum of 1,000,000 Cyber Insurance coverage is required.

e. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

**24. GENERAL INDEMNITY:** The vendor shall hold and save WCPSS, 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 vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

**25. LUNS福德 ACT/CRIMINAL BACKGROUND CHECKS:** The Vendor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the state Sex Offender and Public Protection Registration Program, the state Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Vendor's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Vendor shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Vendor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Vendor 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. Vendor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Vendor's expense. If the school system exercises this right to conduct additional criminal records checks, Vendor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Vendor from delivering goods or providing services under this Agreement if WCPSS 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.

**26. ACCESS TO PERSONS AND RECORDS:** WCPSS and its internal auditors shall have access to persons and records as a result of this contract. Vendor shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

27. **COMPLIANCE WITH E-VERIFY:** Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Vendor 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. Vendor 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.

28. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Vendor 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.

29. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, 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 bid, 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.

30. **Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Vendor shall reimburse the School System for any for any costs and expenses incurred by the School System resulting from the Vendor’s default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

31. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the School System to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Vendor for all services performed and accepted as of the date of termination.

32. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

**COMPANIES LIST:** Bidder represents that as of the date of this bid, 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 bid, 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. § 147-86.8133.

## **ETHICS AND THE PURCHASING FUNCTION *Policy Code: 6401/9100***

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system’s purchasing activities. The Board’s purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system’s procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.

2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a “financial interest” means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code: 6401/9100* a mutual fund or blind trust, where the individual or individual’s employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.

5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.

6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.

7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value (\$50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of \$100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system’s cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee’s own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

**CURRENT INSURANCE SUMMARY**

**(SEE SEPARATE ATTACHMENT)**

**VENDOR INFORMATION SHEET**

Company Name (include dba): \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact: \_\_\_\_\_

Corporate Office Address: \_\_\_\_\_

Wake County Office Address (if different from Corporate): \_\_\_\_\_

\_\_\_\_\_

Web Address: \_\_\_\_\_

Length of time in business: \_\_\_\_\_ Number of permanent employees: \_\_\_\_\_

DOT #: \_\_\_\_\_ (if applicable) MC License #: \_\_\_\_\_ (if applicable)

\_\_\_\_\_

Insurance Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION**

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- ☐ Minority Owned Business
- ☐ Woman Owned Business
- ☐ Small Business Enterprise

\_\_\_\_\_ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

\_\_\_\_\_ No, my company has not yet received HUB or MWBE certification but meet the above criteria.

\_\_\_\_\_ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**IDENTIFICATION OF HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION****SUB-CONTRACTORS**

Bid / Solicitation Number: \_\_\_\_\_

Bid / Solicitation Description: \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of Bidder)

do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors, or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers: \_\_\_\_\_Bidder's HUB Certification Status:      HUB Certified? (Circle one)      **Yes**      **No**

Sub-Contract HUB Firm Name, Address and Phone #	Type of Work	\$ Amount*	HUB Category**

\*\*Minority categories: Black / African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**), Disabled Business Enterprise (**DBE**), Nonprofit Work Center for the Blind and Severely Disabled (**NPWC**)

Total value of Certified HUB sub-contracting will be (\$)\_\_\_\_\_.

Total Bid Amount (\$): \_\_\_\_\_

HUB Participation Percentage: Total value of Certified HUB sub-contracting = \_\_\_\_\_%