

Memorandum From Purchasing Department

Letter of Instruction For RFP #251-25-72

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.

- All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.
- 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.
- WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to Petra Gooding at 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.
- **Vendors shall submit one (1) signed, original executed proposal responses, along with 1 photocopy and 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 the 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.



Request For Proposal #251-25-72

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

Proposals will be publicly opened: **April 17, 2024, at 2:00 PM ET**

Contract Type: Open Market

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

Commodity: 921200 - Security & Personal Safety Services

E-Mail: 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, Bldg. 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 2 for proper mailing instructions. Proposals submitted via email in response to this Invitation for Proposals will not be acceptable. Proposals are subject to rejection unless submitted on this form.

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. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Failure to execute/sign this proposal prior to submission shall render the bid invalid. Original signature required. Digital signatures are unacceptable. 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.

MAILING INSTRUCTIONS

Mail only one fully executed proposal per 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.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements, and specifications of this RFP before submitting bids. Failure to do so will be at the bidder's own risk. The law makes no allowance for errors or omission or commission on the part of the bidders; furthermore, the bidder cannot secure relief on the plea of error or ignorance concerning any requirement included in the IFB.

Vendors who do not wish to respond to this RFP but want to remain on our list for future opportunities in this product category shall complete, sign, and return the signature sheet entitled "**Bid Certification**" with "**NO BID**" indicated on the face of the form. Failure to adhere to this procedure may result in removal of the bidder's name from our bidder list.

Bidder presence is not required at the bid opening, and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. Recaps of the details of the bids received will be available to any interested party upon WRITTEN request. The form and content of the bid recaps will be at the sole discretion of WCPSS. They may be in electronic form.

DELIVER TO: Petra Gooding

PROPOSAL NO. RFP: 251-25-72

Wake County Public School System

Purchasing Department

1551 Rock Quarry Road – Bldg. F

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	WCPSS	3-20-24
Pre-Proposal Meeting (vendor attendance is strongly encouraged)	Vendor	3-26-24 at 10:00 am
Questions submitted to: bids-pgooding@wcpss.net (Reference RFP # in subject line)	Vendor/WCPSS	4-1-24 by 2:00 pm
Provide Response to Questions	WCPSS	4-5-24 by End of Business
Submit Proposals	Vendor	4-17-24 at 2:00 pm

Upon review of the RFP, Vendors may have questions to clarify or interpret the RFP in order to submit the best BID possible. To accommodate the Bid Question process, vendors shall submit any such questions by the above due date. Written questions shall be emailed to bids-pgooding@wcpss.net by the date and time specified above. Vendors should enter "**RFP #251-25-72 Questions**" as the subject for the email. Responses to all vendor questions received prior to the date shown above will be posted as an addendum to the Interactive Purchasing System (IPS) website and the WCPSS bid website.

BACKGROUND AND PROJECT OBJECTIVES

The Wake County Public School System (WCPSS) is requesting pricing proposals for Security Services.

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 198 schools serving a student population of approximately 162,000, with approximately 20,000 staff. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

SCOPE OF WORK

FACILITIES INCLUDED IN THE PROJECT can be found at:

https://drive.google.com/file/d/1sQ_JhsMqQiRjM3luxPCQkQlOpuwImJmo/view

MINIMUM REQUIREMENTS

- Vendor must deliver a sample report or full description that, at a minimum, addresses the methodology in which the vendor proposes to provide security services.
- Vendor must complete Attachments A, B, & C. Additional information may be included that affect the total cost to WCPSS.
- It shall be mandatory that the selected vendor enforce the following employee requirements:
 - All employees are subject to the required background checks as described in the terms and conditions section of the solicitation. Any employee of the awarded vendor that does not meet the requirements and are scheduled for ANY move will be subject.
- Vendor must disclose third party contractors

**ALARM MONITORING, NIGHT PATROL, SECURITY/BIKE OFFICER,
SECURITY OFFICER SERVICES**

General Conditions for Submitting Proposals

- **Unsolicited Proposal Changes**

Any change to a proposal which is received after the closing date of this RFP and which is not specifically solicited by the Wake County School system (hereafter "WCPSS"), will be rejected.

- **Costs for Proposal Preparation**

Any costs incurred by vendors in preparing or submitting offers are the vendor's sole responsibility; the WCPSS will not reimburse any vendor costs incurred prior to award.

- **Oral Explanations**

The WCPSS will not be bound by oral explanations or instructions given at any time during the competitive process or after award.

- **Exceptions**

See Terms & Conditions, page 19, paragraph 7: "Specifications"

- **Proprietary or Other "Confidential" Information**

Any trade secrets or other similar proprietary data that the vendor does not wish disclosed beyond the WCPSS personnel involved in the evaluation or contract administration will be kept confidential if identified as described below:

Any section of the proposal, which is to remain confidential, must be marked "confidential." Cost information and other information that is considered public information may not be deemed confidential.

- **Oral presentation**

A vendor who submits a proposal in response to the RFP may, at the discretion of WCPSS, be required to give an oral presentation and/or clarification of his/her proposal to WCPSS. This will provide an opportunity for the vendor to clarify or elaborate on his/her proposal but will in no way change the vendor's original proposal. The cost of preparing for and attending the meeting will be at the vendor's expense. WCPSS will schedule the time and location of each such presentation if WCPSS determines that an oral presentation is necessary

- **Offeror Response**

Vendors shall review the Requirements and Specifications below and describe their proposed approach or ability to meet or exceed each specification or confirm and agree that they shall meet the specification. Vendor's responses shall be complete and comprehensive with a corresponding emphasis on being concise and clear. Vendors may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response below.

Vendor Name:

Service Requirements/Specifications

The Contractor agrees to provide services as follows:

To provide a full and effective security program as outlined in this Request for Proposals, including bike officer and security officer services, alarm monitoring services, and night patrols officers and supervision of all security staff assigned to the contract.

Work Standards

The successful bidder will agree to abide by all WCPSS and school site rules, policies, and procedures.

In requesting proposals for this agreement, WCPSS does not expect the successful bidder to merely provide for security personnel. All companies that submit proposals should make every effort to determine the needs of schools and the sensitivities involved in their association. It is anticipated that the successful vendor will actively support this contract with value enhancements. All companies that submit proposals should detail any activities, programs, or processes to be included in this offer of service which will assist the administration in maintaining a proactive and professional posture toward safe and secure schools.

Contract Period

This Contract will be effective for a period of three (3) years beginning July 1, 2024, and ending June 30, 2027. WCPSS reserves the right to extend the award for two additional one-year terms at the district's discretion. Either party may terminate this contract at any time with at least 90 days notice.

School-based posts:

Bike Officer Posts

Post	<u>Type of Post</u>	<u>Officer</u>	<u># of School Weeks</u>	<u>Daily Hours</u>	<u>Hrs. Per Wk</u>
Athens Dr. HS Bike	Bike	0700-1500	40	8.00	40
OT			40		0
Broughton HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
Carnage MS	Bike	0700-1500	40	8.00	40
OT			40		0
Cary HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
E. Wake HS	Bike	0600-1545	40	9.75	40
OT			40		8.75
Enloe HS Bike 1	Bike	0630-1715	40	10.75	40
OT			40		13
Enloe HS Bike 2	Bike	0630-1715	40	10.75	40
OT			40		13
Fuquay-Varina HS	Bike	0630-1615	40	9.75	40

OT			40		8.75
Garner HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
Green Hope HS	Bike	0630-1615	40	9.75	40
OT			40		8.75
Green Level HS	Bike	0630-1615	40	9.75	40
OT			40		8.75
Heritage HS	Bike	0645-1630	40	9.75	40
OT			40		8.75
Knightdale HS	Bike	0645-1630	40	9.75	40
OT			40		8.75
Leesville HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
Ligon MS	Bike	0900-1700	40	8.00	40
OT			40		0
Middle Creek HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
Millbrook HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
North Wake C&CA	Bike	0645-1630 M-Th 0645-1515 F	40	9.50	40
OT			40		7.5
Panther Creek HS	Bike	0615-1645	40	9.75	40
OT			40		8.75
Rolesville HS	Bike	0630-1615	40	9.75	40
OT			40		8.75
Sanderson HS	Bike	0600-1545	40	9.75	40
OT			40		8.75
SE Ral HS Bike 1	Bike	0600-1645	40	10.75	40
OT			40		13
SE Ral HS Bike 2	Bike	0630-1715	40	10.75	40
OT			40		13
Vernon Malone CTE	Bike	0630-1615	40	9.75	40
OT			40		8.75
Wake Forest HS	Bike	0645-1630	40	9.75	40
OT			40		8.75
Wakefield HS	Bike	0645-1630	40	9.75	40
OT			40		8.75
Willow Springs HS	Bike	0630-1615	40	9.75	40
OT			40		8.75
Millbrook HS	Bike	0700-1645	40	9.75	40
OT			40		8.75
Account Totals					1354.50

Foot Patrol Officers

Post	Type of Post	Officer		Daily Hours	Hrs. Per Wk
Athens Dr. HS	Foot	1000-1800	40	8.00	40
Athens Dr. Library	Foot	1600-2000 M-Th, 1600-1800 Fri, 1000-1800 Sat, 1300-1700 Sun	40	8.00	30
Mary Phillips HS	Foot	0645-1600	40	8.00	40
OT			40	1.25	6.25
Poe ES	Foot	0800-1600	40	8.00	40
Fuller ES	Foot	0830-1630	40	8.00	40
Hunter ES	Foot	0830-1630	40	8.00	40
Moore Sq MS	Foot	0700-1500	40	8.00	40
River Oaks Com.	Foot	0700-1700 M,T,T.F 0700-2000 W	40	8.00	53
Washington ES	Foot	0830-1700	40	8.00	40
OT			40	0.50	2.5
Account Totals				73.75	371.75

Alarm Monitoring Center

Post	Type of Post	Officer		Hours	Hrs. Per Wk
AMC Operator	Station	1400-2200	52	8.00	56
AMC Operator	Station	2200-0600	52	8.00	56
AMC Operator	Station	0600-1400	52	8.00	16
Account Totals					128

Patrol Officers

Post	Type of Post	Officer		Hours	Hrs. Per Wk
Patrol	Patrol	1800-2200	52	4.00	20
Patrol	Patrol	1800-0200	52	8.00	40
Patrol	Patrol	2200-0600	52	8.00	72
Patrol	Patrol	0600-1400	52	8.00	32
Patrol	Patrol	1400-2200	52	8.00	32
Account Totals					196

Administrative Officers

Post	Type of Post	Officer		Daily Hours	Hrs. Per Wk
Crossroads I	Reception	0800-1700	52	9.00	40
OT			52		5
Crossroads II	Reception	0715-1715	52	10.00	40
OT			52		10
Crossroads III	Reception	0800-1700	52	10.00	40
OT			52		5
Crossroads Floater	Foot	0800-1700	52	9.00	40
OT			52		5
Account Totals					185

Account Management

Post	Type of Post	Officer		Hours	Hrs. Per Wk
Acct. Manager	Manager	Salaried	52	8.00	40
Asst. Manager	AM	0600-1400	52	8.00	40
Asst. Manager	AM	0700-1500	52	8.00	40
Asst. Manager	AM	0730-1530	52	8.00	40
Account Totals					160

Account Total

Total Account Hours Per Week					2395.25
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Work Specifications

1. Contractor will provide all supervision, personnel, equipment, and supplies to ensure that full and effective security is maintained at the locations outlined in this contract according to the schedule outlined herein. WCPSS will be billed on the basis of flat hourly rates. Contractor will be responsible for all benefits, state, federal and FICA tax withholding, employee insurance benefits and other insurance as specified under the Liability section below. The successful bidder will become an independent contractor of WCPSS, and no employer/employee relationship between WCPSS and the contractor's employees will form.

Acknowledged: _____ **Initialed:** _____

2. On the tenth (10th) day of each month, the contractor will provide WCPSS with an invoice, backed with daily time sheets for all employees for each day in the preceding month, mailed to an office designated by WCPSS.

Acknowledged: _____ **Initialed:** _____

3. Contractor shall be responsible for the acts of all personnel employed by him. All personnel so employed will be required to abide by all rules, regulations, policies, and procedures established by WCPSS and the school site. In addition, all personnel so employed shall not engage in any non-business-related communication with students.

Acknowledged: _____ **Initialed:** _____

4. Contractor will be responsible for providing and maintaining a "police quality" bicycle for patrol usage.

Acknowledged: _____ **Initialed:** _____

5. Contractor shall have prior experience in providing services in school security.

Acknowledged: _____ **Initialed:** _____

6. Contractor shall have 5 years prior experience in operating central station monitoring and dispatch.

Acknowledged: _____ **Initialed:** _____

7. Contractor shall have a certified bicycle patrol trainer located on site to certify and train all bicycle personnel.

Acknowledged: _____ **Initialed:** _____

8. Contractor shall be able to provide five trained "rover" officers who are trained in all aspects of the contract that are available to fill any shortage that occurs to insure coverage. This service is to be provided at no cost to WCPSS.

Acknowledged: _____ **Initialed:** _____

9. Contractor will be able to supply staffing in emergency situations for WCPSS supported public shelters, rates should not exceed contract over time bill rates for such services.

Acknowledged: _____ **Initialed:** _____

10. Contractor will supply staffing to WCPSS Security Department supported events throughout the year (i.e., Job Fairs, WCPSS Graduation, individual school-based coverage) Individual school-based coverage will be billed back to individual schools as they request staffing.

Acknowledged: _____ **Initialed:** _____

Contractor Employee Policy

11. Specifications for Personnel to be assigned to Wake County Schools

Assignment as security personnel to any WCPSS property can by nature be considered potentially sensitive and call for sound, mature judgment as well as professional conduct. It is anticipated that the successful vendor will have in place specific programs for recruiting, screening, testing, and monitoring of personnel. Vendor should detail their current methodology and resources for the selection process. Vendors should also specify how they intend to comply with the following employment specifications.

Acknowledged: _____ **Initialed:** _____

12. For assignment to Wake County Schools, officers:

Shall have a minimum of 20/20 correctable vision

Shall be physically capable of performing all essential job duties, with or without reasonable accommodation as determined and provided by Vendor.

Shall be of good moral character

The foregoing should be evidenced in writing with screening by a qualified organization or individual through psychological and integrity testing programs.

This will also be evidenced by documentation of prescreening investigations of assigned officers covering all employment, education, financial background, driving history, areas of residence/neighborhood, and personal references for a minimum period of seven (7) years. Investigations should also include a complete and thorough criminal background check.

Shall have education beyond that high school level in a field related to or complimenting the work to be performed for WCPSS and verified through background screening.

Shall have demonstrated a meaningful work history related to or complimenting the work to be performed for WCPSS and verified through background screening.

Acknowledged: _____ **Initialed:** _____

13. For assignment to WCPSS, officers will complete initial pre-assignment training of 40 hours and 16 hours of annual refresher or performance enhancement training at no additional cost to WCPSS. Such training will include at a minimum, blocks on:

Basic preparedness for the work to be performed (to include uniform issues, image, professionalism, general duties, and WCPSS rules of conduct and performance)

Concepts of Physical Security

Legal issues related to authority and conduct

Professional communications for security personnel

Verbal and written communications
Report writing
Field note taking
Telephones and radios
Interpersonal Skills
Human relations
Interpersonal communication
Substance abuse (drugs and alcohol)
Cultural diversity
School and Campus Security
Gangs and Graffiti
Parking lot security
Traffic and crowd control
Bomb Threats

Acknowledged: _____ **Initialed:** _____

14. WCPSS will reserve the right to verify, at their convenience, that the selected vendor performs and maintains the minimum standards of this agreement by means of reviewing recruiting activity, and auditing of the training program and on-site conduct.

Acknowledged: _____ **Initialed:** _____

15. Security Equipment Minimum

The successful vendor must supply at a minimum the following equipment to meet the requirements of providing the proper security for this contract:

Police quality bicycles (to include 4 spare bicycles)
Bicycles helmets (to include 4 spare helmets)
Combination style bicycle locks
security/bike officer post orders
All uniforms to be supplied by the contractor for each site
2 Patrol cars (All vehicles should be marked with the vendor logo, have a permanent attached light bar with rotators and alley lights, on board GPS tracking system, permanently mounted rechargeable flashlight and back-up units in the event of product failure, lockable key cabinet.)
Gas, oil, tires, and maintenance supplied by the vendor.
Provide all office supplies for the Alarm Monitoring Center

Acknowledged: _____ **Initialed:** _____

16. Supervision

Provide comprehensive description of the level, methods of supervision and costs that will be provided for all assignments. In addition, as part of the consideration for the contract, the successful bidder will agree to defer to requests from WCPSS regarding the reassignment or removal of personnel from providing services to WCPSS.

Acknowledged: _____ **Initialed:** _____

17. Communication

It is expected that the successful bidder will maintain open lines of communication with WCPSS staff at all times. If the contractor has any question regarding whether the manner in which services are being provided is acceptable to WCPSS and/or consistent with the language and intent of this contract, the contractor agrees to pre-clear such issues with the WCPSS Senior Director of Security (or his/her designee) before proceeding.

Acknowledged: _____ **Initialed:** _____

18. Dedicated Account Manager

The contractor agrees that during the entire contract period the account manager's sole responsibility will be to manage the WCPSS account; hourly employees assigned to WCPSS will only provide services to WCPSS while on the job; and WCPSS facilities (i.e., alarm monitoring center) will only be used to provide security services to WCPSS.

Acknowledged: _____ **Initialed:** _____

19. Patrol Techniques

Address whether or not you currently have bicycle patrol programs in place and the manner in which you would provide for such and how you will certify patrol officers.

Acknowledged: _____ **Initialed:** _____

20. Turnover **(Vendors must answer each question for proposal to be valid)**

Consistency in staffing of the schools is of paramount concern. All companies that submit proposals should detail the following:

1. How many employees does the company have currently residing in, or assigned to, operations within Wake County?
2. What is your verifiable turnover/retention rate for the past 12 months?
3. What is your average hourly pay rate for personnel assigned in Wake County?
4. What benefits are proposed to be offered to employees on this contract?
5. What programs or incentives are currently offered to enhance retention of personnel and what is proposed for this contract?
6. Are bonuses offered to employees with exemplary attendance?
7. Are penalties levied against employees with poor attendance?
8. Are employee performance reviews used as criteria for retention and advancement?
9. Is your company willing to accept a financial incentive/penalty provision tied to your attendance record at WCPSS sites?
10. What Summer retention plan will be used to ensure that as many as possible officers return to the contract during the school year?

Acknowledged: _____ **Initialed:** _____

21. Performance and Default

WCPSS reserves the right to require a performance bond from the successful proposing company, as provided by law, without expense to the Wake County Public School System. Otherwise, in case of default of the Contractor, Wake County Public School System may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Acknowledged: _____ **Initialed:** _____

22. Audit

WCPSS reserves the right to inspect any logs, reports, or other non-proprietary documentation associated with its account at any time.

Acknowledged: _____ **Initialed:** _____

23. Changes to Specifications

Any deviation from specifications as indicated herein must be clearly pointed out; otherwise, it will be considered that the services offered are in strict compliance with these specifications and the contractor will be held responsible as such. Any deviations must be explained in detail on an attached sheet(s).

Acknowledged: _____ **Initialed:** _____

24. Minimum Wage

In the event of a Federal minimum wage increase, the district will address any federal, state, or local laws impacting the current contract and based on mutual agreement make the necessary changes. Further details of pay rate expectations are outlined in a later section of this document (RFP).

Acknowledged: _____ **Initialed:** _____

25. Cancellation

WCPSS may cancel the contract by reason of default of unsatisfactory performance (as determined by the facility administration) by the Contractor or his employees by giving 10 days prior notice in writing to the Contractor. Otherwise, the contract may be canceled by either party with 90 days prior written notice.

Acknowledged: _____ **Initialed:** _____

26. Acceptance and Rejection

WCPSS reserves the right to accept or reject any and all proposals or waive any informality in proposals.

PROPOSAL FORM

The Contractor hereby agrees to provide the services outlined herein at the following rates:

*Note: while pricing is at the determination of the vendor, WCPSS seeks the successful vendor to have the minimum pay rates of the following **which will also be shown in all invoicing to WCPSS:**

PAY RATES FOR SERVICES SHALL BE AS FOLLOWS (PER SECURITY/BIKE OFFICER):

<u>Assignment</u>	<u>Rate(s)</u>
Security/Bike Officer	\$ 16.25 per hour
Security/Foot Officer	\$ 15.00 per hour
Central Office Front Desk Security Officer	\$ 15.75 per hour
Vehicle Patrol Officer	\$ 15.50 per hour
Alarm Monitoring Center Officer	\$ 16.75 per hour
Account Supervisors	\$37,440.00 annual rate (salaried)
Account Manager	\$56,160.00 annual rate (salaried)

The successful vendor should also have a benefits package that includes an industry standard level of dental, vision and health insurance coverage for all officers working on the contract. The continual coverage should also be addressed in the Summer officer retention program as well. The benefits package should also include a description of vacation and/or sick time provided to the officers.

PRICING

RATES FOR THE SERVICES SHALL BE AS FOLLOWS:

Assignment	Pay Rate	Bill Rate (regular/OT)
Security Officer	_____ per hour	_____ per hour / _____ per hour
Bike Officer	_____ per hour	_____ per hour / _____ per hour
Vehicle Patrol Officer	_____ per hour	_____ per hour / _____ per hour
Alarm Monitoring Center Operator	_____ per hour	_____ per hour / _____ per hour
Crossroads Administrative Security Officer	_____ per hour	_____ per hour / _____ per hour

During the contract period, these rates **cannot be changed or supplemented** unless approved by the WCPSS Board of Education.

Acknowledged: _____

Initialed: _____

Agencies are cautioned that all questions and responses should be directed to Petra Gooding at bids-pgooding@wcpss.net. Any discussion or contact with anyone regarding this Request For Proposal without approval from the WCPSS Purchasing Department will result in possible rejection of the Agency’s proposal.

REFERENCES

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been provided. ***The Wake County Public School System shall not be one of the three references required.***

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

QUALIFICATIONS

- **THE VENDOR shall be licensed by NC/PPSB and approved to do business in the State of North Carolina.**
- No fewer than five years' experience in performing the required duties will be accepted. Please provide references.
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- Present sufficient qualified personnel to carry out the project in a timely fashion. Please include staffing information.
- Demonstrated experience in performing similar projects.
- Experience with bike patrol officers and operations.
- Vendors 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>

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 Security Services that are the subject of this RFQ/P 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.

REQUIRED SUBMITTALS

The Vendor shall submit the following information with the proposal.

- Qualifications to include:
 - Years in business
 - Office locations
 - Number of full-time staff
 - Services offered
- Relevant experience and Project Methodology
 - Summary of at least four comparable projects for K-12 school systems with reference contact information.
 - Methodology for performing similar projects
- Fee proposal to include the following:
 - Rates per attachment
 - A summary of reimbursable expenses
- Proof of liability insurance and any required licenses

DEADLINE FOR PROPOSAL SUBMITTAL

The proposals are due no later than April 17, 2024, at 2:00 p.m. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

The Pre-Proposal meeting is scheduled for Tuesday, April 26th, at 10:00 AM. Vendor attendance is strong recommended. The meeting will be held at the WCPSS Purchasing Department, located at 1551 Rock Quarry Road, Building F, Raleigh, NC 27610.

TERMS & CONDITIONS

1. **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.
1. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) 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.
2. **DEFINITIONS:**
BIDDER: Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
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.
OPEN MARKET CONTRACT: A contract for the purchase of a commodity not covered by a term contract.
3. **EXECUTION:** Failure to sign under the EXECUTION section will render the bid invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the 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.
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 the 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.**
7. **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.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
9. **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 WCPSS Purchasing Department. 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.
10. **ACCEPTANCE AND REJECTION:** WCPSS 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.
11. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS 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 WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS 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 WCPSS to be pertinent or peculiar to the purchase in question.
13. **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.

14. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS 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.
15. **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. Requests for the return of samples must be made within 10 days following the date of bid opening. Otherwise, the samples will become WCPSS 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.
16. **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.
17. **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 bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
18. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bonds or other acceptable alternative guarantees from successful bidders without expense to WCPSS.
19. **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 contractor 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.
20. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS 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.
21. **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.
22. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
23. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS 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.
24. **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 contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
25. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
26. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
27. **PATENT:** The contractor 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.
28. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor'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 contractor, WCPSS may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

29. **INSURANCE:**

- a. **Commercial General Liability:** 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
Medical Expense (any one person)	\$5,000

- b. **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 \$2,000,000; and \$2,000 medical payments.

- c. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.

Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.

Part B: Employer's Liability:

Bodily Injury by Accident: \$500,000 each accident
Bodily Injury by Disease: \$500,000 each employee
Bodily Injury by Disease: \$500,000 Policy Limit

- d. **Professional Liability Insurance (PL)/Errors and Omissions (E&O)** – Required for any services involving professional services such as architectural and or engineering services. May include malpractice insurance if medical or mental health services are provided. Minimum Limit requirements \$1,000,000
- e. **Sexual Misconduct Insurance (SML)/Sexual Abuse/Molestation** - Required for any provider services when alone with students. Covers allegations of sexual abuse by policyholder and those employed by them, whether founded or unfounded. Minimum Limit requirements 1,000,000.
- f. **Cyber Liability:** Required for any activity involving personal identifiable information or software applications. Minimum Limit requirements \$1,000,000 up to \$5,000,000.
- g. Other types of appropriate insurance may be required depending upon the scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.
- h. **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 and automobile 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.

30. **GENERAL INDEMNITY:** The provider 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 provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
31. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
32. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
33. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period.
- Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request

for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

34. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
35. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider 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 Provider'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 Provider 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 Provider 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, 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 Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider 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. 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 grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider 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. 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 Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider 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.
36. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
37. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Providers shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
38. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
39. **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.
40. **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).

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

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 enterprises, 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 subcontracting will be (\$)_____.

Total Bid Amount (\$): _____

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