

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
REQUEST FOR PROPOSAL # 251-14-2**

TITLE: Parent Counseling and Education

USING AGENCY: Wake County Public School System

ISSUING AGENCY: Wake County Public School System
Project Enlightenment
501 S. Boylan Avenue
Raleigh, NC 27603

ISSUE DATE: April 22, 2013

Sealed proposals subject to the conditions made a part hereof shall be received until 2:00 p.m. on Thursday, May 16, 2013 for furnishing services described herein. Questions or requests for clarification regarding the proposal should be addressed to Lu Ann Strickland at lstrickland@wcpss.net and submitted no later than Wednesday, May 1, 2013. Questions will be consolidated and answered in a Q&A document that will be emailed back to all prospective Bidders.

MAILING INSTRUCTIONS: Mail two (2) fully executed and sealed originals and five (5) copies. Address envelope and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. Bids submitted via facsimile (FAX) machine in response to the Invitation for Bids **will not** be accepted.

<u>DELIVER TO:</u>
BID NO. 251-14-2 Wake County Public School System Purchasing Department 1551 Rock Quarry Road Raleigh NC 27610-4145

Direct all inquiries concerning this RFP to:

LuAnn Strickland
Purchasing
Wake County Public School System
1551 Rock Quarry Road
Raleigh, NC 27610
Email: LStrickland@wcpss.net

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SECTION 1.0 PURPOSE AND OBJECTIVES

1.1 PURPOSE

The Wake County Public School system (hereinafter referred to as “WCPSS”), hereby requests all interested parties (hereinafter referred to as “Vendor” or “Offeror”) to submit to the WCPSS a proposal describing the vendor’s ability to provide parent counseling and education services to families of children ages birth through kindergarten. These services will be for families who need education and support in meeting the needs of children with challenging behaviors. The priority of service delivery will be to economically disadvantaged families; however, services will not be limited to this population.

The primary service providers will have a Master’s degree or higher in social work, psychology, counseling or other related field; hold certification or licensure in their field; have at least ten years of successful experience providing counseling services to families of young children ages birth through kindergarten; and have successful experience in developing and facilitating workshops that incorporate quality standards for adult education.

Services will be provided at Project Enlightenment. Travel expenses/reimbursements will NOT be provided, including time spent traveling.

1.2 OBJECTIVES

The objective of this RFP is to obtain one or more qualified vendors to provide parent counseling and education services as needed by WCPSS in accordance with the following:

- A. Employ parent counselors/educators who have a Master’s degree or higher in social work, psychology, counseling or other related field; hold certification or licensure in their field; have at least ten years of successful experience providing counseling services to families of young children ages birth through kindergarten; and have successful experience in developing and facilitating workshops that incorporate quality standards for adult education.
- B. Provide parent counseling services for families of young children that will help them avoid or overcome risk factors, develop positive parent/child relationships, and employ skills and strategies that contribute to children’s success in school.
- C. Provide parent counseling services that focus on positive discipline and help parents learn strategies to support children with issues such as: oppositional behavior, tantrums, anxiety, sensory integration, complicated toileting, anger, sleep, language and communication.
- D. Develop, implement, and evaluate five parent education workshops at the Project Enlightenment facility that focus on the principles of Conscious Discipline®, positive discipline, anger, toddlerhood, and the spirited child.
- E. Be willing to be trained and certified in Triple P and use this evidence-based program as part of the counseling services.

- F. Incorporate research-based principles and practices into the counseling and education services that provide parents and caregivers with the skills needed to promote social emotional development and school readiness for children ages birth to five (i.e. Conscious Discipline®, CSEFEL)
- G. Coordinate and collaborate with Project Enlightenment staff to support the children's development in classroom environments as well as at home and to ensure that the needs of the whole child and family are addressed.
- H. Develop an evaluation process to be used with families to determine quality and effectiveness of services received.

Services will be provided between the dates of July 1, 2013 and June 30, 2014.

SECTION 2.0 SCOPE OF WORK

2.1 RESPONSIBILITIES

- A. Provide parent consultation/counseling/education services to parents/caregivers that focus on positive discipline and incorporate research-based principles and practices to promote social emotional development and school readiness (i.e. Conscious Discipline®, CSEFEL, Triple P).
- B. Become familiar with the resources and materials in the Parent Teacher Resource Center at Project Enlightenment and incorporate them as part of the consultation/counseling process.
- C. Advertise services to the Wake County community.
- D. Schedule appointments for counseling sessions.
- E. Determine income eligibility or risk factors of families served.
- F. Coordinate the scheduling of parent workshops with the Project Enlightenment Training Committee.
- G. Maintain a database of families served which will include names of children and parents, address, contact information, and types of services received. Submit quarterly reports to the Director of Project Enlightenment.
- H. Maintain confidential records on each family receiving counseling that includes presenting problems, reason for referral, background information, and interventions and recommendations.
- I. Coordinate with Project Enlightenment staff if family is receiving other services (i.e. developmental screening, classroom consultation, Parents As Teachers) to meet children and family needs in multiple settings.
- J. Refer family to other Project Enlightenment services, as needed, and make appropriate referrals to community agencies if services not provided by Project Enlightenment are needed.
- K. Evaluate the parent counseling services and the workshops provided and offer suggestions for enhancing effectiveness.
- L. Conduct annual checks of contract personnel on the State Sex Offender and Public Protection Registry, the State Sexually Violent Predator Registry, and the

National Sex Offender Registry. No individual who is on the above named Registries may be used to deliver goods or services under the contract. In addition, the school system may conduct additional criminal records checks at the Provider's expense.

M. Require all personnel to pass a criminal background check.

3.0 QUALIFICATIONS

All parent counselors/educators will have a Master's degree or higher in social work, psychology, counseling or other related field; hold certification or licensure in their field; have at least ten years of successful experience providing counseling services to families of young children ages birth through kindergarten; and have successful experience in developing and facilitating workshops that incorporate quality standards for adult education.

SECTION 4.0 PROPOSAL REQUIREMENTS

Offerors are to provide two (2) originals and five (5) copies of their proposal. All proposals must be received by the issuing agency no later than the date and time specified on the cover sheet of this RFP.

Each of the following shall be addressed and included in the proposal.

4.1 **Judgment** – Offeror will perform a criminal background check for all employees working for WCPSS. WCPSS will not incur any expense involved in obtaining this criminal background check. Offerors shall provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Offeror or any of its officers, directors, employees, agents or subcontractors of which the Offeror has knowledge, or a statement that there is none. WCPSS reserves the right to reject a proposal based on this information.

4.2 **Qualifications** – Offerors shall provide information indicating they meet requirements described in Section 3.0 above.

4.3 **Scope of Work** – Offerors shall describe their understanding of the Scope of Work. A plan shall be included for accomplishing each task listed in Section 2.0 above.

4.4 **References/Contracts** – Offerors shall provide a list of all contracts (current and cancellations) in which they have provided similar services in the last two (2) years. Include the company/government agency name, contact person, phone number, complete mailing address and email address if available.

4.5 **Subcontractor** – In the event the Offeror desires to subcontract any part of the contracted services to another firm after award of the Contract, an amendment must be

executed prior to such arrangements. Only the sub-contractors specified in the Offeror's Proposal are to be considered approved upon award of the Contract.

4.6 Quality Assurance – Offerors shall describe their quality assurance program and processes toward continuous service improvement; including, but not limited to, processes related to employees (recruitment, training, qualifications), evaluations and reports (current and valid instruments, processes, quality of reports, client satisfaction), and how they ensure confidentiality guidelines are followed.

SECTION 5.0 SELECTION PROCESS

AWARD CRITERIA: As provided by statute, award will be based on the lowest and best bid (most advantageous to Wake County Public School System) as determined by consideration of:

1. Prices offered.
2. General reputation and performance capabilities of the bidder.
3. Conformity with specifications herein.
4. References provided for proposed service.

The right is reserved to award this contract to a single overall bidder, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest.

SECTION 6.0 CONTRACT PERIOD

A contract awarded pursuant to this RFP shall begin July 1, 2013, and shall continue through June 30, 2014. WCPSS retains the option to extend this contract at its sole discretion for an additional two (2) years in increments of one (1) year each at the same cost.

Attachment A

COST PAGE

PARENT COUNSELING SERVICES

1. Cost for parent counseling services: \$_____
- (includes counseling session(s), writing reports,
consulting with Project Enlightenment staff or
staff from other agencies).

PARENT EDUCATION

1. Cost for parent workshops: \$_____
- (includes preparation and presentation)

ADDITIONS/EXCEPTIONS

1. List each service below with a cost different from above standard fee.

Service _____	\$_____
Service _____	\$_____
Service _____	\$_____

2. List additional one-time charges/fees (if applicable)

_____	\$_____
_____	\$_____
_____	\$_____

Attachment B

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM CONTACT PERSON WITH RESPECT TO THIS AGREEMENT

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
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| 19. | _____ | _____ |
| 20. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature)

_____ (title)

_____ (date)

TERMS AND 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.
2. **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.
3. **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.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **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.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **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.
9. **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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become 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.
17. **AWARD PROCEDURES:** Contract award notice will 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.
18. **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.
19. **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 bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **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.
21. **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.

22. **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.

23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - 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.
30. **INSURANCE:**
- 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
 - Public liability and Property Damage Insurance** - The Contractor 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
 - 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. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner 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 the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful bidder 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 bidder's employees or agents.

31. **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.
32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 1800 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.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **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 copy of 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.
 - c. **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.
35. **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.
36. **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 checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For 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.

37. **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).

January 2013