ROANOKE RAPIDS GRADED SCHOOL DISTRICT BOARD OF TRUSTEES

Request for Proposals (RFP)
Facility Safety Assessment
Proposal Deadline: January 31, 2024, 5:00 p.m.

Contact: Juliana Thompson, Superintendent Roanoke Rapids Graded School District 536 Hamilton Street Roanoke Rapids, NC 27870

Email: thompsonji.co@rrgsd.org

Contents

1.0 Background	3
2.0 Schedule of Events	
3.0 Consultant Qualifications	
4.0 Required Submittals	
5.0 Deadline for Proposal Submittal	
6.0 Selection Criteria	
7.0 Scope of Work	
·	
8.0 RFP Additional Instructions	
9.0 Fee Proposal - Facility Safety Assessment RFP	
EXHIBIT I Schools and Facilities List	
EXHIBIT II Sample Contract for Services	10

1.0 Background

The Roanoke Rapids Graded School District (RRGSD) is requesting proposals for an independent and non-product affiliated security-consulting firm with experience providing safety assessments and preferably credentialed through the American Society for Industrial Security International (ASIS) or a like organization to perform a security risk assessment for the facilities in this RFP. RRGSD seeks the assistance of a security-consulting firm to assist RRGSD in developing a security master plan including implementation and potential physical security upgrade costs for recommended improvements resulting from the study. RRGSD operates approximately 7 schools/sites with students, 4 administrative/operations buildings, and 96 acres of grounds. We serve approximately 2,807 students.

2.0 Schedule of Events

RFP issued
 Written questions due
 Response to written questions
 RFP due (5:00 p.m. EST)
 Proposal evaluation
 Notification to successful firm
 January 22, 2024
 January 31, 2024
 February 2-9, 2024
 No later than February 15, 2024

The selected vendor must complete the assessment/planning described in Section 7.0 no later than March 1, 2024.

3.0 Consultant Qualifications

- The Consultant shall be independent and non-product affiliated (i.e., in the business of selling security systems hardware, or guard services).
- The Consultant shall have experience in performing security assessments and technical security designs for educational institutions (secondary and higher education).
- The Consultant shall provide qualified personnel to carry out the project in a timely fashion.
- The Consultant shall demonstrate experience conducting security assessments for education institutions of similar or larger size and scope.
- The Consultant shall demonstrate experience with security system design and cost estimating.
- The Consultant or employees of the Consultant shall be certified by the American Society for Industrial Security as a Certified Protection Professional (CPP) or Physical Security Professional (PSP) or a Certified Security Consultant (CSC).
- Note: The successful firm will be required to provide a certificate of insurance evidencing general liability, auto liability, and worker's compensation insurance. Additionally, the Consultant shall provide a minimum of no less than \$1 million professional errors and omissions.

4.0 Required Submittals

All proposals must be organized and indexed according to the section number and required subject matter. RRGSD is not required to seek clarification on any proposal that does not meet these minimum requirements.

The Consultant shall submit the following information with the proposal:

- 1. Information about your firm:
 - a) Cover letter
 - b) Provide firm name, address, phone number and primary contact
 - c) Background and years in business
 - d) Office locations
 - e) Number of full-time staff
 - f) Services offered
 - g) Information regarding any litigation, mediation, or arbitration pertaining to your consulting services within the past five years
- 2. Provide an organizational chart that depicts reporting responsibilities of proposed team members from company officers to professional field staff
 - a) Resumes of personnel to be assigned to the project (only)
 - b) Provide clarity of roles and responsibilities of key team members
 - c) List possible firms you might use (include their proposed team members and resumes)
- 3. Relevant experience and project methodology
 - Summary of five comparable projects in secondary and/or higher education (preferably a balance) with reference and contact information (including complete addresses, names, and telephone numbers)
 - b) Methodology for conducting risk assessment
 - c) Methodology for providing security design cost estimates
 - d) Estimate of days/hours on-site that will be needed to complete walkthroughs, and estimate of hours necessary to complete staff interviews.
- 4. Security system design experience
- 5. Firm fixed price proposal (engagement fee) to include the following:
 - a) Hourly rates per labor category assigned to the project
 - b) A matrix of tasks and hours dedicated to each task by project labor category

5.0 Deadline for Proposal Submittal

Firms shall submit one (1) hard copy and two (2) electronic copies on two separate USB drives in a sealed envelope and marked with vendor name, RFP title, and due date and time, to the attention of:

Juliana Thompson, Superintendent

RRGSD

536 Hamilton Street Roanoke Rapids, NC 27870 thompsonji.co@rrgsd.org

RFP shall be indexed in accordance with the section numbers listed below. Firms submitting qualifications are cautioned that this is not a request to contract but a request for qualifications and RRGSD reserves the right to reject any and all offers if such rejection is deemed in the best interest of RRGSD.

The proposals are due no later than January 31, 2024 at 5:00 p.m. EST. There will be no exceptions made for late or delayed submissions. Proposals received after the due date and time will remain unopened.

Firms are cautioned that this is a request for proposal, not a request to contract, and RRGSD reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of RRGSD.

In submitting a proposal, the Firm agrees not to use the results there from as part of any news release or commercial advertising. Address the package(s) for delivery as shown below.

6.0 Selection Criteria

Proposals will be evaluated based on the following criteria:

- 30 points: Security consulting qualifications
- 30 points: Relevant experience and project methodology
- 20 points: Security system design and cost estimating experience
- 20 points: Engagement fee

7.0 Scope of Work

- 1. If selected, Consultant must deliver a comprehensive security report that, at a minimum, addresses the security risk-based requirements of the schools located within RRGSD. The security threat assessment should, at a minimum, include the following:
 - a) Identification of security related threats from internal and external sources during and after operating hours
 - b) crime analysis
 - identification of critical assets and pair most likely threats to identify most likely security scenarios on which to base the security program, analyze vulnerabilities, assess impacts of threat scenarios, identify actions that mitigate risk, and provide an analysis of mitigation actions
 - 2. For the purposes of this RFP, the assessment should <u>not</u> include the electronic infrastructure, e.g., computer and communication systems. RRGSD requires, at a minimum, that the following be included as part of this assessment:
 - a) A review of security staffing models and current staffing levels as well as security training
 - b) A physical evaluation/walk-through of all sites listed herein during and after operating hours

- Review of current security systems (e.g., access control, intrusion detection, video surveillance, door lock mechanisms, lock and key control, P.A. System and fire detection systems)
- d) Interviews with staff –all principals at sites shall be interviewed as well as 5 additional interviews (at a minimum) with key RRGSD personnel. Interviews may be conducted remotely.
- e) A physical evaluation of areas surrounding the buildings including loading docks, mobile classrooms, service areas, parking lots, to include an examination of any crime prevention through environmental design (CPTED) measures in place
- f) Current RRGSD security related policies, processes, and procedures to include visitor management systems
- g) RRGSD emergency management response documents
- 3. The consultant will deliver a Security Risk Assessment Report Master Plan and cost estimate which will provide recommendations for:
 - Technical and physical security measures to mitigate or reduce risk to Staff, students, information, and RRGSD Assets
 - b) Security Awareness programs intended to reduce victim assisted crimes
 - c) Modifications to existing policies and procedures as appropriate
 - d) Initial incident response measures for security driven events
 - e) Phased implementation strategies with detailed security design cost estimates for recommended measures
 - f) At least two presentations to management and other stakeholder groups to review findings and recommendations; presentations may be completed by videoconference
 - g) A review of all contracted security services and procedures to include a technical review of communication plans with relevant law enforcement agencies
 - h) A recommendation regarding appropriate district staffing model
 - i) Security related RRGSD emergency response documents
- 4. Consultant's assessment and plan must be completed and submitted to RRGSD no later than March 1, 2024.

8.0 RFP Additional Instructions

EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and/or other documents as part of a firm's response will be waived and have no effect either on this Request for Proposal or on any contract that may be awarded resulting from this solicitation. Firm specifically agrees to the conditions set forth in the above paragraph by submission of your proposal.

ORAL EXPLANATIONS: RRGSD shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

REFERENCE TO OTHER DATA: Only information, which is received in response to this RFP, will be evaluated; reference to information previously submitted shall not be evaluated.

ELABORATE QUALIFICATIONS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

<u>COST FOR QUALIFICATION PREPARATION:</u> Any cost incurred by firms in preparing or submitting a proposal is the firm's sole responsibility; RRGSD will not reimburse any firm for any costs incurred.

<u>TIME FOR ACCEPTANCE</u>: Each proposal shall state that it is an offer, which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

<u>TITLES:</u> Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

CONFIDENTIALITY OF PROPOSALS In submitting its proposal, the firm agrees not to discuss or otherwise reveal the contents of the response to any source outside of the RRGSD, until after the award of the contract. Firms not in compliance with this provision may be disqualified, at the option of RRGSD, from contract award. Only discussions authorized by RRGSD are exempt from this provision.

<u>RIGHT TO SUBMITTED MATERIAL:</u> All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the firm shall become the property of RRGSD when received.

OFFEROR'S REPRESENTATIVE: Each firm shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

PROPRIETARY INFORMATION: Trade secrets or similar proprietary data which the firm does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC 05B .0103 and N.C. Gen. Stat. § 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the qualifications, which is to remain confidential, shall also be so marked in boldface on the title page of that section. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina Law.

<u>HISTORICALLY UNDERUTILIZED BUSINESSES:</u> Pursuant to N.C. Gen. Stat. § 143-48 and Executive Order #150, RRGSD invites and encourages participation in this procurement process by businesses owned by minorities, women, small, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

CONTRACT EXECUTION:

RRGSD desires to promptly approve and sign a contract after a decision has been made to award a contract for these services. The firm awarded the contract is expected to promptly sign the contract in the form attached hereto as Exhibit II.

9.0 Fee Proposal - Facility Safety Assessment RFP

Firm name:	
Date of proposal:	
Base services (includes all expenses related	to completing project such as travel, mileage, etc.):
Security Risk Assessment	\$
Security Master Plan	\$
Total of this Proposal	\$
Signature of Officer	Date
Printed Name and Title	_

EXHIBIT I Schools and Facilities List

Total square feet refers to the building(s) at the site and does not include the square footage associated with any

modular classroom or unit at that site.

School Name	Level	# Buildings	Year Built	Total Sq. Ft.	# Mobile Classrooms	# Modular Units	# Mobile Restrooms
Belmont Elementary	ES	1	1998	94921	0	2	0
Chaloner Middle	MS	1	1955	89293	0	5	0
			1982				
			1990				
			2012				
Clara Hearne Pre-K Center	PK	1	1935	21047	0	0	0
			1952				
Manning Elementary	ES	1	2018	96854	0	0	0
Roanoke Rapids High	HS	8	1921	1772189	0	0	0
			1926				
			1940				
			1946				
			1958				
			2000				
Roanoke Rapids Early College High	HS	1	1940	22413	0	0	0
Akers Center for Educational	Alt	1	1960	6604	0	0	0
Success	(K-12)						

Facility List	Building Counts	Year Built	Total Sq. Ft.	# Mobile Classrooms	# Modular Units	# Mobile Restrooms
Central Office	3	1924 1967 1987	7906	0	0	0
Medlin	1	1937 1953	16250	0	0	0

EXHIBIT II Sample Contract

ROANOKE RAPIDS GRADED SCHOOL DISTRICT CONTRACT FOR SECURITY ASSESSMENT AND PLANNING SERVICES

This contract for security assessment and planning services (the "Contract") is made and entered into this [DATE] day of [MONTH], 20__, between the Roanoke Rapids Graded School District Board of Trustees (the "School System"), 536 Hamilton St, Roanoke Rapids, NC 27870, and [CORPORATE NAME OF PROVIDER] (the "Provider"), [PROVIDER'S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

- 1. <u>Obligations of Provider</u>. Provider hereby agrees to provide services to the School System as follows:
 - 1.1. Provider shall provide the services described in the attached Exhibit A at designated times and sites as specifically requested and authorized by the School System. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- 2. <u>Obligations of the School System.</u>
 - 2.1. The School System hereby agrees to compensate Provider in the amount of [INSERT EXACT DOLLAR AMOUNT OF CONTRACT] once all services have been rendered in accordance with the terms of this Contract.
- 3. <u>Compensation</u>. The School System hereby agrees to compensate Provider in the amount of \$\sum_{\text{once}}\$ once all services have been rendered in accordance with the terms of this Contract. Provider shall provide the School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
- 4. <u>Term.</u> The services described in the Contract will be provided from [INSERT MONTH, DATE AND YEAR] through [INSERT MONTH, DATE, AND YEAR] unless sooner terminated as herein provided.
- 5. <u>Termination for Convenience</u>. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this contract shall, at the request of the School System be turned over to it and become its property. If the contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.

- 6. <u>Termination for Default</u>. At any time, the School System may terminate this contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
- 7. <u>Contract Funding</u>. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
- 8. <u>Insurance</u>. Provider agrees to maintain Commercial General Liability in the amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The School System, Roanoke Rapids Graded School District Board of Trustees, shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
- 9. <u>Taxes</u>. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
- 10. <u>Monitoring and Auditing</u>. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
- 11. Records and Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
- 12. <u>Confidentiality of Facility Safety Assessment</u>. The parties agree that the facility safety assessment generated by the Contractor constitutes a "plan[] by a local board of education relating to emergency response to incidents of school violence or . . . the school safety components" and is therefore subject to N.C. Gen. Stat. § 143-318.11. The Contractor agrees to keep the contents of the assessment confidential

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

- incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 15. <u>Relationship of Parties</u>. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
- 1. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider 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. 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.
- 2. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider 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.
- 3. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Roanoke Rapids Graded School District Board of Trustees or of any principal or central office staff administrator employed by School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by the School System without further financial liability to Provider.
- 16. <u>Applicable Roanoke Rapids Graded School District Board of Trustees Policies</u>. Provider acknowledges that the Roanoke Rapids Graded School District Board of Trustees has adopted policies governing conduct on all property owned by the Board and agrees to abide by any and all relevant board policies while on its property. Provider acknowledges that these policies are available online on the school system's website. In particular, Provider acknowledges that it has received copies of or has access to (via the Roanoke Rapids Graded School District's website) and will abide by all applicable Roanoke Rapids Graded School District Board of Trustees policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.
- 17. <u>Assignment</u>. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract

without the prior written approval of the School System.

- 18. <u>Contract Modifications</u>. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
- 19. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
- 20. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
- 21. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
- 22. <u>Attached Exhibits</u>: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: Scope of Service

Exhibit B: Sexual Registry Form

- 23. <u>Severability</u>. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 24. <u>Counterparts and Execution</u>. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
- 25. <u>Authority to Enter Contract</u>. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

ROANOKE RAPIDS GRADED SCHOOL DISTRICT BOARD OF TRUSTEES

(Seal)
(Seal)

[INSERT CORPORATE NAME OF PROVIDER]

By:		(Seal)	
	[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT	.]	
Attes	t:	_(Seal)	
	[INSERT NAME OF CORPORATE SECRETARY]		
This i	instrument has been preaudited in the manner required by the School Budget	and Fiscal Control Act	
(Date			
(Signa	ature of finance officer)		

Exhibit A

Scope of Services

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

	Contract:	
Check the appropriate box to indic	cate the type of check:	
Initial	Supplemental	Annual
l,	(insert name),	(insert title) of eby certify that I have performed all of the
agents, ownership personnel, or a Agreement, including the North Carolina Sexually Violent Predatorequired registry checks may be of Offender Public Website at		

(signature)	/ date)
(Signature)	uute