

Type of Contract:

Service Agreement v1, v2 or v3

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**

**Contract Routing Form 1950**

Fiscal Year (FY): 2021-22

Person to Contact : Devin Tanner

Phone/Email: 919-533-7139  
dtanner@wcpss.net

Name of Contract: Jordan Driving School

If Change Order - (Amount +/-): \$0.00

Total Contract Amount: \$240,000.00



Board Action: (Required at \$100,000)  Yes  No  
Budget Code: 01.5110.012.311.0126.0825

Board Meeting Date: April 19, 2022

Items of Special Note: The COI will expire 3.24.2022 so an updated one will need to be provided by the vendor. This contract is for behind-the-wheel instruction only and does not affect the terms and conditions of the original contract with the vendor for comprehensive Driver Education services.

**To be completed by the School or Department required for all contracts \$2,500 and up  
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:**

	Initial	Date	Comments
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>TP</u>	<u>3/14/2022</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>RF</u>	<u>3/14/2022</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>DL</u>	<u>3/15/2022</u>	
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>EM</u>	<u>3/15/2022</u>	

**To be completed by the Administrative Services required for all contracts \$2,500 and up**

	Initial	Date	Comments
Risk Management (Insurance Review)	<u>gel</u>	<u>3/16/2022</u>	<u>renewal COI needed</u>
Finance Officer	<u>MBW</u>	<u>3/15/2022</u>	
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u>	<u>3/16/2022</u>	
School Board Attorney (As required by the Chief Officer or Superintendent)			

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a)

Finance Officer \_\_\_\_\_ Date \_\_\_\_\_

POR Approval PG





**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: 87564C68-3B4C-4624-959E-471F6EC2A3E6  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**  
**246817**  
 Page 1 of 1

**INVOICE TO**  
**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**ACCOUNTING DEPARTMENT**  
**111 CORNING ROAD, Suite 250**  
**CARY, NC 27518**

**PAYMENT TERMS**  
 Immediate  
**PO REVISION**  
 0

**CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.**

**TO**

**JORDAN DRIVING SCHOOL INC**  
**101 TIMBER POINTE LANE**  
**GARNER, NC 27529**

**SHIP TO**

**Drivers Education**  
**Crossroads I, 5625 Dillard Drive**  
**Cary, NC 27518**

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
15-MAR-22	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

**WCPSS Deliver To Only:** Tanner, Mr. Devin Vance Drivers- Education (DREW COOK)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		01.5110.012.311.0126.0825.000 OPEN PO FOR 2021-2022 JORDAN DRIVING SCHOOL BACKLOG CONTRACT  AMOUNT BASED ON 50 BTW INSTRUCTORS DRIVING 12 STUDENTS/MONTH - RATE: \$400/STUDENT  RFP #251-22-335	240000	Dollar	1.00	240,000.00
<b>Net Total:</b>						<b>240,000.00</b>

**PRE-AUDIT CERTIFICATE**  
 THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

*Mark B. Hamilton*  
 FINANCE OFFICER

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \*  
 \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \*  
 \* SALES TAX WHEN INVOICING. \*

*Debra S. Wallace*  
 SENIOR DIRECTOR OF PURCHASING

# PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: [acctspay@wcpss.net](mailto:acctspay@wcpss.net). Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - 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.
12. **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.
13. **IRAN DIVESTMENT ACT** - Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.

## Search Results

**Records Found: 2 Search Type: Starting Search Criteria: Jordan Driving School**

**Search Time: 3/14/2022 08:27 AM Search Again**

Entity Name			
Sos Id	Date Formed	Status	Type
<b>Jordan Driving School Inc</b>			
0304721	4/21/1992	Current - Active ⓘ	Business Corporation
<b>Jordan Driving School of the Carolinas, Inc.</b>			
1038757	4/15/2008	Current - Active ⓘ	Business Corporation



**Service Agreement/Contract**

**Justification/Negotiation Statement**

Requestor's Name: **Devin Tanner**

Vendor's Name: **Jordan Driving School**

Date: **3/1/22**

**Justification (why services are required): WCPSS has sought to contract with local driving schools to address with the Behind the Wheel (BTW) backlog which is significantly longer than the standard backlog of 6-8 weeks.**

**Scope of Services (what is being provided and measurable outcomes): Provider will continue to provide BTW instruction (6 hours) to WCPSS students who have already completed classroom instruction, as agreed upon in the Jordan Driving School contract entered into on July 1, 2021. The purpose of this contract is to provide BTW instruction to students in excess of the current monthly average of 455, using any and all resources and personnel available from now until June 30<sup>th</sup>, 2022 to help reduce the BTW backlog. In addition to the services provided per the agreement entered into on July 1, 2021, the vendor will be compensated at the negotiated rate for BTW training in excess of 455 students per month.**

**Negotiation (Price/terms negotiated; \$400.00 per student completion of BTW training, in excess of 455 students per month.**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
CONTRACT FOR PROFESSIONAL DRIVER EDUCATION SERVICES**

This contract for Driver Education Behind the Wheel Instruction services (the "Contract") is made and entered into this April 20, 2022, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Jordan Driving School (the "Provider"), 101 Timber Pointe Lane, Garner, NC 27529.

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

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:

Provider shall provide the professional services described in the attached bid documents RFP #251-22-335, which award of this contract is based, 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. Provider will provide six (6) hours of behind-the-wheel instruction to WCPSS students who have already completed classroom instruction in excess of the currently monthly average of 455 students. The Provider will be compensated at \$400.00 per student for successful completions in excess of 455 students per month only, as the first 455 will be paid from the existing Jordan Driving School contract entered into on July 1, 2021.

1.1. Qualifications of Provider. Provider warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the services required of it under this Contract; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules and regulations which are applicable to this Contract; (d) all recommendations, advice, analysis, and representations made during the provision of services pursuant to this Contract shall accurately meet, reflect, and incorporate all such laws, rules, and regulations; (e) it shall exercise the abilities, skill, and care customarily exercised by duly licensed and qualified providers of comparable services who practice in Wake County or in similar communities throughout the term of this Contract; and (f) all work done and services rendered in connection with this Contract shall be performed by fully qualified personnel who are appropriately licensed and legally entitled to perform the services provided.

1.2. Records Maintenance. Provider shall maintain written documentation of any professional service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

1.3. To provide driver education in accordance with criteria and standards approved by the N.C. State Board of Education (SBE), at the public high schools of Wake County for all physically and mentally qualified persons who (a) older than 14 years and six months, (b) are approved by the principal of the school, pursuant to the rules adopted by SBE, (c) are enrolled in a public or private high school of Wake County, and (d) have not previously enrolled in the program. Students enrolled in the program covered by this agreement will be taught pursuant to the applicable statutes of Article 14 of the Motor Vehicle Laws of the State of North Carolina, consisting of thirty (30) hours of classroom instruction and six (6) hours of behind-the-wheel training.

1.4. To provide driver education instructors who are certified by SBE in driver education or who meet the requirements established by the SBE and North Carolina Department of Motor Vehicles (DMV) for non-certified status and who, to the satisfaction of WCPSS and JDS, are competent to train WCPSS students. JDS agrees to make every effort possible to employ a professional staff that reflects the racial, sexual, and cultural diversity of the Wake County community and the students who attend the WCPSS. JDS must provide the list of instructors to be used for the WCPSS Driver Education Program Services. JDS shall also provide their certification and experience by April 6, 2022, or the contract will be terminated.

2. Obligations of the School System.

2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of \$400.00 per Completed student for services rendered, with total payments not to exceed \$240,000.00. With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

2.2. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or designee.

2.3. The School System shall ensure all students assigned to the provider have successfully completed the required thirty (30) hours of classroom instruction.

3. Term. The services described in the Contract will be provided from April 20, 2022, through June 30th, 2022, unless sooner terminated as herein provided.
4. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to 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 pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.
5. Termination for Default. 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.
6. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices 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. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Jordan Driving School 101 Timber Pointe Lane, Garner, NC 27529, for review and approval.
7. Contract Funding. 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. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$2,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations 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. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. 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. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring and Auditing. Provider shall maintain, during the entirety of this Contract term, including any extensions, and for three (3) years thereafter, receipts, records, and/or documents to support the following: the cost of materials purchased for Projects completed under this Contract by the Provider or its subcontractor; the number of labor hours billed by the Provider's employees and its subcontractors; the sales tax paid by the Provider and its subcontractors for materials; and the names and contact information for all of Provider's employees or subcontractors who performed work under this Contract. Provider must be able to provide this supporting documentation to the School System upon request during the Contract term, including any extensions, and within three (3) years thereafter. 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. 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. Lunsford Act. 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 (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
13. Criminal Background Checks. In addition, the Provider shall ensure that all contractual personnel who may deliver goods or perform services under this contract are approved through the School System's criminal background check, at the School System's expense. Contractual personnel must be approved prior to rendering any services under the contract, and Provider will follow the School System's instructions to ensure that the criminal background checks are completed. The School System may assign an agent at its discretion to perform the criminal background checks. 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.
14. Indemnification. 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 “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.

15. Relationship of Parties. 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.
16. 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.
17. Restricted Companies Lists. 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.
18. 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 Wake County Board of Education or of any principal or central office staff administrator employed by the Wake County Board of Education. 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 the Wake County Public School System. Unless formally waived by the Wake County Board of Education, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to Provider.
19. Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS’s Provider related polices can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.
20. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
21. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
22. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
23. 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.
24. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

- 25. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.
- 26. Authority to Enter Contract. 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.

**WAKE COUNTY  
BOARD OF EDUCATION**

**JORDAN DRIVING SCHOOLS**

\_\_\_\_\_  
Lindsay Mahaffey, Board Chair

\_\_\_\_\_  
Lorraine Jordan (Owner)

**This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).**

DocuSigned by:  
  
 3/15/2022  
 \_\_\_\_\_  
 Finance Officer Date

### Sexual Offender Registry Check Certification Form

#### Attachment

**PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE**

Project Name: DRIVER Education Contract: WAKE County

Check the appropriate box to indicate the type of check:

Initial       Supplemental       Annual

I, Lorraine Jordan (insert name), President/owner (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have

performed all of the required sexual offender registry checks required under this Contract for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Contract, 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 (Note: 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>). 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 Contract 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 Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

Contractual Personnel Names	Job Title
1. <u>See Attached sheet</u>	
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	

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

Lorraine JORDAN (print name)

Lorraine Jordan March 4, 2022 (signature / date)

## Jordan Driving School Employees - Sexual Offender Registry Checks - March 2022

Employee	SOR Check
Baker, John	OK
Barnes, Russell	OK
Bazemore, Shelia	OK
Berryman, Lenora	OK
Bethea, Amnesty	OK
Bethea, Keyonna	OK
Bolick, Dan	OK
Boyd, Alvinia	OK
Bramble, Ed	OK
Bridges, Eva	OK
Brockington, Rosemary	OK
Brown, Delonna	OK
Bruce, Dennis	OK
Bunn, William	OK
Butler, Charles	OK
Coble, Mary	OK
Coombe, Jack	OK
Cortorreal, Arelis	OK
Davis, Christopher	OK
Davis, Lillie	OK
Davis, Talia	OK
Demby, Laura	OK
Dillingham, Elizabeth	OK
Dove, Deborah	OK
Dunbar, Sandra	OK
Dunston, Frederick	OK
Edwards, Wendy	OK
Ellstrom, Lisa	OK
Elston, Kevin	OK
Epps, Leslie	OK
Escamilla, Robert	OK
Finney, Gary Steven	OK
Fischer, Sandy	OK
Fister, Stephen	OK
Fruth, Christine	OK
Giles, Cynthia	OK
Graham, Robert	OK
Gunnell, Cynthia	OK
Hairston, Mark	OK
Hall, Tim	OK
Hamrick, Adam	OK
Hawkins, David	OK
Herndon, Connell	OK
Hill, Regina	OK
Hodge, Charles	OK
Huggins, Jimmy	OK

## Jordan Driving School Employees - Sexual Offender Registry Checks - March 2022

Hunter, Carolyn	OK
Hunter, Thomas	OK
Hutchinson, Simeon	OK
Jackson-Chasten, Paula	OK
James, Candace	OK
Jenkins, Milton	OK
Jones, Brenda	OK
Lambert, Keisha	OK
Leach, Thurman	OK
Leary, Patrick	OK
Lee, Edward Allen	OK
Lister, Jack	OK
Maggio, Michelle	OK
Miller, Desmond	OK
Morgan, Vivian	OK
Morman, Alvin	OK
Myers, Tricia	OK
Otten, Sharon	OK
Owens, Lewis	OK
Parks, Kelly	OK
Pearce, Sherry	OK
Pearce-Cameron, Patrina	OK
Pearson, Donald	OK
Peebles, Michael	OK
Perry, Edward	OK
Pertell, Rhonda	OK
Powell, William	OK
Price, Harold	OK
Ramsey, Kim	OK
Ray, Jimmy	OK
Ray-Nobles, Margaret	OK
Regan, Mari	OK
Reid, Julius	OK
Rhodes, Alfreda	OK
Robinson, Darryl	OK
Robinson, Michael	OK
Sherman, Cliff	OK
Short, Ida	OK
Smith, Jackie	OK
Sparrow, Calvin	OK
St. Clair, Linda	OK
Stainback, Jay	OK
Staton, Donnell	OK
Stefanou, Kathy	OK
Stephenson, Angela	OK
Tharrington, Ed	OK
Thomas, Gene	OK

Jordan Driving School Employees - Sexual Offender Registry Checks - March 2022

Thompson, Willie	OK
Walls, Joseph	OK
Washington, Lashena	OK
Watkins, Emma	OK
Wheeler, Ron	OK
Wicker, Joyce	OK
Wilson, Barbara	OK





**WAKE COUNTY**  
PUBLIC SCHOOL SYSTEM

PURCHASING

1551 ROCK QUARRY ROAD  
RALEIGH, NC 27610  
PHONE: 919.588.3456

February 23, 2022

RE: AWARD LETTER NOTIFICATION FOR RFP #251-22-335

Dear Lorraine Jordan,

Upon careful consideration, Jordan Driving School, Inc. has been selected as an awarded vendor to provide Behind the Wheel Driver Education Training to the Wake County Public School System (WCPSS).

Per the terms of your proposal in response to RFP #251-22-335, the cost for these services will be \$400.00 per student. Note that this is a short-term award. The term of the award will be through September 30, 2022, or when the backlog of students has been alleviated.

If you have any questions, please feel free to contact me. Members of the WCPSS Drivers Education department will be touch regarding next steps.

Thank you for participating in the bidding process.

Sincerely,

A handwritten signature in cursive script that reads "Petra Gooding".

Petra Gooding  
Purchasing Manager/P-Card Administrator  
[pgooding@wcpss.net](mailto:pgooding@wcpss.net)  
(919) 588-3456




**Memorandum from Purchasing Department**

***Letter of Instruction for RFP #251-22-335***

**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](mailto:bids-pgooding@wcpss.net)**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Vendors shall submit one signed original, one paper copy, and one digital copy on a flash drive in the same sealed envelope.**

 <b>WAKE COUNTY PUBLIC SCHOOL SYSTEM</b>	<b>Request for Proposal # 251-22-335</b>	
	<b>DRIVER EDUCATION BEHIND-THE-WHEEL TRAINING (DRIVER'S EDUCATION DEPT)</b>	
1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610		
<b>Refer ALL Inquiries to:</b> Petra Gooding Telephone No: 919-588-3456		
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 **3:00 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 submittal may render the bid invalid. Original signature required. Digital signatures are unacceptable. Late proposals are not acceptable.**

VENDOR: Jordan Driving School, Inc.		FEDERAL ID OR SOCIAL SECURITY NO: 56-1777861	
STREET ADDRESS: 101 Timber Pointe Lane		P.O. BOX: N/A	ZIP: N/A
CITY & STATE & ZIP: Garner, NC 27529		TELEPHONE NUMBER: 919-772-4877	TOLL FREE TEL. NO N/A
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE: N/A			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Lorraine Jordan, Owner		FAX NUMBER: 919-662-2628	
AUTHORIZED SIGNATURE: 	DATE: 2/16/2022	E-MAIL: carolinaroad@bellsouth.net	

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.

<b>DELIVER TO: Petra Gooding</b>
<b>PROPOSAL NO. RFP: 251-22-335</b>
<b>Wake County Public School System</b>
<b>Purchasing Department</b>
<b>1551 Rock Quarry Road – Bldg. F</b>
<b>Raleigh NC 27610-4145</b>

**RFP SCHEDULE**

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

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue RFP	WCPSS	2-8-22
Submit Written Questions	Vendor	2-10-22 by 3:00 pm ET
Provide Responses to Questions	WCPSS	2-11-22 by EOB
Submit Proposals	Vendor	2-17-22 @ 3:00 PM ET

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](mailto:bids-pgooding@wcpss.net) by the date and time specified above. Vendors should enter "**RFP #251-22-335 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, the WCPSS bid website, and emailed directly back to the 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 training that is the subject of this RFQ/P is 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. The contract shall be awarded for a one-year term, with two additional one-year options to renew.

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.

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## 1.0 **Background and Project Objectives**

The Wake County Public School System (WCPSS) seeks a provider(s) to address student "Behind the Wheel" (BTW) backlog for Driver Education. WCPSS is seeking a provider(s) to perform "Behind The Wheel" instruction, in accordance with North Carolina, Article 14, General Statutes 20–320 through 20–339, and is subject to all rules and regulations of the N.C. Division of Motor Vehicles and approved by the N.C. Department of Public Instruction. The current backlog is 2,000 students. WCPSS prefers providers that can serve a minimum of 12 students per month per driving instructor to aid in the reduction of the backlog. Provider must provide their own vehicles and fuel. This solicitation is in addition to current contracts in place for Driver Education services with WCPSS. The sole intent of this RFP is to address the current backlog of BTW students.

WCPSS is the nation's 14<sup>th</sup> largest school district, and the largest in the state of North Carolina. With 120 elementary schools, 40 middle schools, 32 high schools, and 5 special schools, we serve over 160,000 students and have over 20,000 staff in the district.

## 2.0 **Terminology**

### 2.1 Definitions

- 2.1.1 The proposing firm will be referred to throughout this document as VENDOR or CONTRACTOR.
- 2.1.2 The scope of work defined in this Request for Proposal (RFP) shall be referred to as the PROJECT.
- 2.1.3 Deliverables shall include all pricing information and required attachments.

## 3.0 **Scope of Work**

### 3.1 **CONTRACTOR REQUIREMENTS**

1. The North Carolina Division of Motor Vehicles (hereafter "DMV" must license the Contractor as a commercial driving school pursuant to G.S.20-320. et seq.
2. Must have three years' experience as a Driver Education Contractor. (Prefer large school system experience)

### 3.2 **ORAL PRESENTATIONS**

A vendor who submits a proposal in response to the RFP may 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.

Under WCPSS supervision, the Contractor shall administer a program of driver education that complies in every respect with the provisions of the Motor Vehicle Laws of North Carolina, Article 14, General Statutes 20 – 320 through 20 – 339, and is subject to all rules and regulations of the N.C. Division of Motor Vehicles and approved by the N.C. Department of Public Instruction. In accordance with such law, the Contractor agrees to administer a program, which meets the following standards and requirements. *Contractors shall initial understanding and acceptance of each of the following specifications.*

**1. Driver Training Program**

In accordance with criteria and standards approved by the N.C. State Board of Education (SBE), the Contractor shall provide Behind the Wheel training for WCPSS for physically and mentally qualified persons who (a) are older than fourteen (14) years and six (6) months, (b) are approved by the principal of the school, pursuant to the rules adopted by SBE, (c) are enrolled in a public or private high school of Wake County, and (d) have not previously enrolled in the program. The vast majority of these students are based at the high schools, which are located throughout Wake County.

Vendor acknowledgement



**2. Office Space**

The Contractor shall provide an office in Wake County or surrounding counties sufficient for conducting business related to this contract including, but not limited to:

- Local manager and support staff available for serving and responding to the needs of our clients for eight hours on normal business days between 9:00 AM and 5:00 PM ET. A local telephone answering system shall be available for all other times.
- A facility for conducting personnel interviews.
- Storage of all records required for the operation of this contract.
- Maintain office equipment that will network with school and teacher equipment.
- Vendor shall provide local office address for verification by WCPSS.

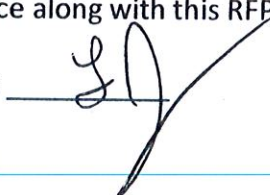
Vendor acknowledgement



**3. Instruction**

The Contractor shall employ driver education instructors who are certified by SBE in driver education or who meet the requirements established by the SBE and North Carolina Division of Motor Vehicles (DMV) for noncertified status and who, to the satisfaction of WCPSS and the Contractor are competent to train WCPSS students. Prefer SBE certified teachers with experience as a driver education instructor. The Contractor shall state the number of instructors to be provided and average experience level as a certified driver education instructor. Awarded contractors must provide the list of instructors to be used for the WCPSS Driver Education Program Services and provide their certification and experience along with this RFP

Vendor acknowledgement



**4. Instructor Observation**

representative of the DMV and/or WCPSS to monitor instruction in either or both the classroom and behind-the-wheel. The frequency and duration of such observations will be at the discretion of WCPSS.

Vendor acknowledgement 


**5. Monitoring and Auditing**

The Contractor shall cooperate with WCPSS, or with any other person or agency as directed by WCPSS, in monitoring, auditing, or investigating activities related to this Contract. The Contractor shall permit WCPSS to evaluate all activities conducted under this contract as dictated by WCPSS. The Contractor shall provide auditors retained by WCPSS with access to any records and files related to the provision of services under this Contract. WCPSS agrees that its auditors will maintain the confidentiality of any trade secrets of Contractor accessed during an audit conducted under this Contract.

Vendor acknowledgement 

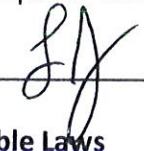
**6. Records and Confidentiality of Student Information**

The Contractor agrees that all student records obtained in the course of providing services to WCPSS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and WCPSS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of the Contractor. Contractor shall not forward to any person other than parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Contractor shall turn over to District all student records of District's eligible students to whom Contractor has provided services under this agreement.

Vendor acknowledgement 


**7. Relationship of Parties**

The Contractor shall be an Independent Contractor of WCPSS, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Contractor be construed as an employee, agent, or principal of WCPSS.


Vendor acknowledgement 

**8. Compliance with Applicable Laws**

Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Contractor shall not employ any individuals to provide services to WCPSS who are not authorized by federal law to work in the United States.

Vendor acknowledgement 

Provider acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related polices can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.

Vendor acknowledgement 


**10. Assignment**

The Contractor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of WCPSS.

Vendor acknowledgement 


**11. Contract Modifications**

This contract may be amended only by written amendments duly executed by and between WCPSS and the Contractor.

Vendor acknowledgement 

**12. North Carolina Law**

North Carolina law will govern the interpretation and construction of the Contract.

Vendor acknowledgement 


**13. Compliance with Other Requirements**

The Contractor shall comply with, and continue to comply with, all DMV and NCDPI requirements pertaining to the driver education program.

Vendor acknowledgement 

**14. Program Planning**


The Contractor shall be responsible for student registration, schedules, parental involvement, records, reports, issuing of certificates and program coordination with WCPSS personnel. Contractor must provide methodology used to accomplish described tasks.

Vendor acknowledgement 

**15. Types of Programs**

The Contractor and WCPSS shall make driver education available to all eligible students in three distinct programs, (a) after school, (b) Saturdays, and (c) summer. The Contractor and WCPSS will agree upon starting and ending times for each program phase. The behind-the-wheel training times may include, but are not limited to, after school until 8:00 PM ET, Saturdays from 7:00 AM to 8:00 PM

...y other times agreeable to the Contractor, WCPSS and student. Ending time for the summer program only may be 8:30 PM ET. NOTE: Simulators may not be used for classroom or behind-the-wheel instruction.

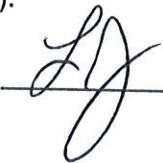
Vendor acknowledgement 

**16. Student Instruction**

The Contractor shall schedule a maximum of two students per vehicle for behind-the-wheel instruction unless a different number is otherwise agreed upon by both WCPSS and contractor in very certain circumstances. Maximum time Behind the Wheel is two hours per day. Contractor shall provide details on their instruction, including the following:


- How many vehicles the contractor will have available
- How many students per month the contractor is able provide training for
- Description of COVID-19 protocols used

(Note that at a minimum, WCPSS requires the use of masks at all times by both instructors and students, as well as the sanitization of any student touchpoints in and around the vehicle between instruction).

Vendor acknowledgement 

**17. Administrative Code**

The Contractor and WCPSS shall implement any changes made in North Carolina Administrative Code as required.

Vendor acknowledgement 

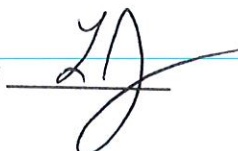
**18. Workers' Compensation**

The Contractor shall maintain such insurance as will protect them from claims under Worker's Compensation Insurance Acts which may arise from activities under this Agreement as noted in Section 23 of the attached Terms & Conditions. WCPSS shall be furnished with a certificate of workers' compensation insurance with agreement to provide WCPSS with a minimum of thirty (30) days' notice prior to any termination or modification of coverage.

Vendor acknowledgement 

**19. Accident Reports**

In the event of an accident involving a student enrolled in this program, or a car operated by the Contractor while performing the obligations under this agreement, the Contractor shall report said accident immediately to the school principal and Senior Administrator for Driver Education. A written report shall be filed with WCPSS within three (3) school days of the accident. The Contractor and its employee will cooperate fully with WCPSS and officials and WCPSS insurance company's representative in the accident investigation. There will be no additional cost for providing the required assistance.


Vendor acknowledgement 

The Contractor agrees to refrain from solicitation of students and/or relatives of students to enroll in or purchase behind-the-wheel driver education services or any service products other than those provided by the agreement.

Vendor acknowledgement 

**21. Paperwork**

The contractor agrees to complete and turn in all paperwork required by WCPSS and/or state authorities in a timely manner.

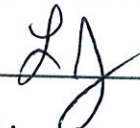
Vendor acknowledgement 

**22. Vehicles**

All vehicles used in this program will be provided by the Contractor and will meet all requirements of DMV. Each vehicle shall be equipped with an automatic transmission and dual-controlled brakes. The WCPSS may periodically inspect driver education vehicles to ensure that standards for safe operations are not compromised.


The Contractor shall be responsible for all vehicle operating costs, to include:

- Providing gasoline
- Maintaining a clean vehicle interior and exterior at all times.
- Servicing cars at regular intervals
- Performing an operational inspection prior to each day's use and resolving any issued prior to student use.
- Completing the WCPSS Vehicle Inspection Checklist monthly.

Vendor acknowledgement 


**23. Students Failing Driver Education**

Contract shall contact the WCPSS Driver Education Coordinator in the event a student needs to be released from Behind the Wheel training.

Vendor acknowledgement 

**24. Independent Contractor**

The Contractor, in the performance of this agreement, shall be and act as an independent contractor and its officers, employees and agent shall not be considered officers, and employees or agent of WCPSS, and nothing herein shall be construed as creating a partnership or joint venture. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the driver education program. This shall include, but not be limited to, management, clerical assistance, instructors, and coordinators.

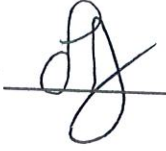
Vendor acknowledgement 

**25. Payment Procedure for Eligible Students**

Contractor as full compensation for any and all services rendered by the Contractor pursuant to the terms and conditions of this agreement.

The billing procedure to the WCPSS will be determined before the program begins. The Contractor shall provide the WCPSS an itemized invoice for services rendered on a monthly basis. WCPSS will render payment within twenty (20) days of receipt of billing invoice. No prepayment will be made. Other necessary specifics regarding the billing process will be agreed upon between the contractor and WCPSS.

Vendor acknowledgement



**26. Term of Agreement**

This agreement shall be in full force and effect for the period commencing with the award of this agreement through September 30, 2022, or when the backlog of students has been resolved. WCPSS reserves the right to renew or extend this agreement if it is deemed to be in the best interest of the district.

Vendor acknowledgement



**3.4 COST OF SERVICES**

Cost per student for Behind the Wheel training	\$400
--	-------

### CONTRACTOR INFORMATION SHEET

Federal I.D. No. or Social Security No. 56-1777861

Contractor's Telephone No. 919-772-4877

Date Firm Established March 1991

Service Experience (Years) 30 years, 11 months

Name of individual authorized to answer questions concerning the information contained herein:

Name Lorraine Jordan

Telephone No. 919-819-4877

Facsimile No. 919-662-2628

Name of Designated Management Person to Contact after Award of Contract:

Lorraine Jordan, 101 Timber Pointe Lane, Garner, NC 27529

1. Name the three (3) largest school systems serviced by your firm: (2021-2022, YTD)

District: Wake County Public Schools Numbers Serviced: 6,490 BTW Yrs. Exp: 29.5 years

District: Charlotte-Mecklenburg Schools Numbers Serviced: 5,622 BTW Yrs. Exp: 26.5 years

District: N/A Numbers Serviced: \_\_\_\_\_ BTW Yrs. Exp: \_\_\_\_\_

2. Number of driver education students trained annually.

a. 2018 Classroom: 22,174 BTW: 19,548

b. 2019 Classroom: 21,625 BTW: 20,983

c. 2020 Classroom: 12,058 BTW: 8,505

d. 2021 Classroom: 17,526 BTW: 11,291

3. Number of a) DPI certified instructors; b) DPI certified with DMV endorsement; or c) DMV certified instructors (No DPI certification) employed:

a. Currently a. 4 b. 56 c. 38

b. Number available to assign to WCPSS at this time a. 4 b. 56 c. 38

c. Date by which necessary number of certified instructors would be available to instruct number of students on which you bid if not now available: Currently available

4. Is your driving school currently licensed with DMV? YES X NO \_\_\_\_\_

6. If awarded the bid, how long will it take your firm to organize and be prepared to begin Driver Education Instruction to WCPSS?  0  Weeks

**For the following questions, please submit response in essay form. If this was included in contractor's bid, please reference the appropriate page numbers, or otherwise identify the bid pages where the information can be found on the lines below:**

7. How does your firm plan to provide and manage the required classroom and behind-the-wheel instruction for the Driver Education Program? If this was included in your bid, you may reference the appropriate page numbers or otherwise identify the bid pages. Submit response in essay form and attach to your bid.

*Information located on pages 37-39* \_\_\_\_\_

8. Describe your office operations and office staffing to maintain a quality Driver Education Program in the Wake County Public School System.

*Information located on page 40* \_\_\_\_\_

9. What innovative instructional programs and techniques have you incorporated into your course of study in the schools currently under contract?

*Information located on page 41* \_\_\_\_\_

10. Explain the staff development plan for your instructional staff.

*Information located on page 42* \_\_\_\_\_

11. List ways you presently communicate with the schools and communities where you currently hold contracts.

*Information located on page 43* \_\_\_\_\_

**DRIVER EDUCATION INSTRUCTORS**

Fill out this form listing all driver education instructors currently employed by your driving school with their certification and experience. Duplicate this form as needed.

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
Baker, John	DMV-DPI	14
Barnes, Russell	DMV-DPI	23
Bazemore, Sheila	DMV-DPI	6
Berryman, Lenora	DMV	9
Bethea, Amnesty	DMV	0
Bethea, Keyonna	DMV	0
Bolick, Daniel	DPI	31
Boyd, Alvina	DMV-DPI	0
Bramble, Ed	DMV	19
Bridges, Eva	DMV-DPI	0
Brockington, Rosemary	DMV	6
Brown, Delonna	DMV	0
Bruce, Dennis	DMV	6
Bunn, William	DMV-DPI	27
Butler, Charles	DMV	5
Coble, Mary	DMV	10
Coombe, Jack	DMV	22
Cortoreal, Arelis	DMV	5
Davis, Christopher	DMV-DPI	0
Davis, Lillie	DMV	16

NAME	CERTIFICATION	EXPERIENCE
Davis, Talia	DMV-DPI	7
Demby, Laura	DMV-DPI	0
Dillingham, Elizabeth	DMV-DPI	2
Dove, Deborah	DMV-DPI	17
Dunbar, Sandra	DMV	4
Dunston, Frederick	DMV-DPI	5
Edwards, Wendy	DMV-DPI	0
Ellstrom, Lisa	DMV-DPI	10
Elston, Kevin	DMV	30
Epps, Leslie	DMV-DPI	6
Escamilla, Robert	DMV-DPI	29
Finney, Steven	DMV	0
Fischer, Sandra	DMV	28
Fister, Stephen	DMV-DPI	11
Fruth, Christine	DMV-DPI	7
Giles, Cynthia	DMV-DPI	7
Graham, Robert	DMV-DPI	10
Gunnell, Cynthia	DMV	6
Hairston, Mark	DPI	6
Hamrick, Adam	DMV-DPI	10
Hawkins, David	DMV-DPI	6
Herndon, Connell	DMV	5

NAME	CERTIFICATION	EXPERIENCE
Hill, Regina	DMV	6
Hodge, Charles	DMV-DPI	7
Huggins, Jimmy	DMV-DPI	21
Hunter, Carolyn	DMV-DPI	16
Hunter, Thomas	DMV	20
Hutchinson, Simeon	DMV	6
Jackson-Chasten, Paula	DMV	6
James, Candace	DMV-DPI	4
Jenkins, Milton	DMV	4
Jones, Brenda	DMV	4
Lambert, Keisha	DMV-DPI	0
Leach, Thurman	DMV-DPI	19
Leary, Patrick	DPI	27
Lee, Edward Allen	DMV-DPI	0
Lister, John	DMV-0DPI	20
Maggio, Michelle	DMV-DPI	2
Miller, Desmond	DMV	0
Morgan, Vivian	DMV	1
Morman, Alvin	DMV-DPI	9
Myers, Tricia	DMV-DPI	6
Otten, Sharon	DMV-DPI	4
Owens, Lewis	DMV-DPI	5
Parks, Kelly	DMV-DPI	10

NAME	CERTIFICATION	EXPERIENCE
Pearce, Sherry	DMV	11
Pearce-Cameron, Patrina	DMV	5
Pearson, Donald	DMV	6
Peebles, Michael	DMV-DPI	4
Perry, Edward	DMV-DPI	5
Pertell, Rhonda	DMV-DPI	10
Price, Harold	DMV	6
Ramsey, Kim	DMV	2
Ray, Jimmy	DMV-DPI	10
Ray-Nobles, Margaret	DMV-DPI	2
Regan, Mari	DMV	2
Reid, Julius	DMV	2
Rhodes, Alfreda	DMV-DPI	6
Robinson, Darryl	DMV-DPI	26
Robinson, Michael	DMV	4
Sherman, Cliff	DMV-DPI	8
Short, Ida	DMV	0
Sparrow, Calvin	DMV-DPI	5
St. Clair, Linda	DMV	20
Stainback, Jay	DMV	30
Staton, Donnell	DMV-DPI	0
Stefanou, Kathy	DMV-DPI	14
Stephenson, Angela	DMV-DPI	15

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
Tharrington, Edward	DMV-DPI	9
Thomas, Gene	DMV-DPI	9
Thompson, Willie	DMV-DPI	10
Walls, Joseph	DMV-DPI	20
Washinton, Lashena	DMV—DPI	0
Watkins, Emma	DMV-DPI	7
Wheeler Jr., Ronald	DPI	15
Wicker, Joyce	DMV	5
Wilson, Barbara	DMV-DPI	20
Wilson-Smith, Jacqueline	DMV	17

#### 4.0 **Additional Qualifications**

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

4.2 Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.

4.3 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>

#### 5.0 **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. Provider(s) will be considered based on their ability to meet all state requirements for the program and available capacity to serve the backlog of student behind the wheel needs and the costs per child.

The 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.

## 6.0 Required Submittals

6.1 The Vendor shall submit a copy of the entire proposal, including the attached documents:

- 6.1.1 Signed execution page
- 6.1.2 Contractor Information sheet and responses to questions (page 14)
- 6.1.3 List of Driver Education Instructors (pages 15-19)
- 6.1.4 Copy of Certificate of Insurance (final page)
- 6.1.5 Customer References
- 6.1.6 Attachments A, B, & C

## 7.0 Deadline for proposal submittal

7.1 Sealed proposals are due no later than **Thursday, February 17, 2022, at 3:00 PM ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline. Questions regarding the RFP shall be answered per aforementioned instructions.

### CUSTOMER REFERENCES

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been provided.

Name of Organization	Wake County Public Schools	Contact Person Name	Devin Tanner
Annual Contract Value	\$2,025,000.00	Contact Person Title	Driver Education Coordinator
Contract Start Date	7/1/2021	Contact Person Telephone Number	919-795-7799
Contract End Date	6/30/2022	Contact Person Email Address	dtanner@wcpss.net

Name of Organization	Charlotte-Mecklenburg Schools	Contact Person Name	Connie Sessoms
Annual Contract Value	\$1,900,000.00	Contact Person Title	Driver Education Coordinator
Contract Start Date	7/1/2021	Contact Person Telephone Number	704-343-6159
Contract End Date	6/30/2022	Contact Person Email Address	connie.sessoms@cms.k12.nc.us

Name of Organization	Franklin County Schools	Contact Person Name	Larry Webb
Annual Contract Value	\$120,000	Contact Person Title	Driver Education Coordinator
Contract Start Date	7/1/2007	Contact Person Telephone Number	919-496-4159
Contract End Date	6/30/2008	Contact Person Email Address	larrywebb@fcschools.net

## 8.0 Attachments

### TERMS & CONDITIONS

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

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

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by the vendor. Otherwise, it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendors will be held responsible, therefore. Deviations must be explained in detail below or on an attached sheet.

However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

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

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

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

### TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.
2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **EXECUTION:** Failure to sign under EXECUTION section will render the proposal invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2)

specifications, and (3) Instructions to Vendors.

**5. TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.

**6. SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the vendor will be held responsible, therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

**7. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.

**8. ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.

**9. AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.

**10. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

**11. CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified

in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

**12. AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

**13. RECIPROCAL PREFERENCE: G.S. 143-59** establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.

**14. DEFAULT AND PERFORMANCE BOND:** In case of default by the vendor, WCPSS may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require a performance bond or other acceptable alternative guarantees from a successful vendor without expense to WCPSS.

**15. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the vendor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
17. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
18. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.
19. **INSPECTION AT VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant, or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
20. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the vendor for payment if the vendor accepts that card (Visa, MasterCard, etc.) from other customers.
21. **PATENT:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
22. **ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by the vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.
23. **INSURANCE:**
- a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Workers Compensation laws. Employer's Liability - At least
    - Part A - Bodily Injury Statutory Limits
    - Part B - By Accident \$500,000
    - each accident By Disease
    - \$500,000 policy limit
    - \$500,000 each employee
  - b. Public liability and Property Damage Insurance - The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:
    - Occurrence:
      - General Aggregate
      - \$2,000,000 Premises
      - Operations
      - \$1,000,000
      - Personal & Advertising Injury \$1,000,000
  - c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
  - d. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior

written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

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

**24. GENERAL INDEMNITY:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

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

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

involved in this contract.

**27. COMPLIANCE WITH E-VERIFY:** Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Vendor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Vendor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

**28. COMPLIANCE WITH AFFORDABLE CARE ACT:** Vendor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

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

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

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

## WCPS PURCHASING DEPARTMENT ETHICS POLICY AND STANDARDS OF CONDUCT

All purchasing department employees conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

### **Conflict of Interest:**

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations.

6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

### **Nepotism:**

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

### **Gifts to Employees:**

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

## WAKE COUNTY PUBLIC SCHOOL SYSTEM BID PROTEST PROCEDURE

### PURPOSE

To ensure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

### PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) calendar days of Wake County Public School System's transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Senior Director of Purchasing, Building F, 1551 Rock Quarry Road, Raleigh, NC 27610 and must include all of the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

**VENDOR INFORMATION FORM**

Company Name (include dba): Jordan Driving School, Inc.

Phone number: 919-772-4877 Fax: 919-662-2628 E-mail: carolinaroad@bellsouth.net

Contact: Lorraine Jordan

Corporate Office Address: 101 Timber Pointe Lane, Garner, NC 27529

Wake County Office Address (if different from Corporate): N/A

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Web Address: JordanDriving.com

Length of time in business: 30 years, 11 months Number of permanent employees: 102

DOT #: N/A (if applicable) Motor Carrier License #: N/A (if applicable)

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Insurance Contact: Daniel Wilson Phone: 919-632-6153

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.

**MBE INFORMATION**

**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. (<https://ncadmin.nc.gov/businesses/hub>)

**MBE INFORMATION: (Required)**

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(Check all that apply)

- Black, African American (B)
- Hispanic (H)
- Asian American (AA)
- American Indian (IA)
- Socially and Economically Disadvantaged (SE)
- Female (F)
- Not Applicable

Vendor Signature: 

Date: 2/15/2022

Print Name: Lorraine Jordan

**IDENTIFICATION OF HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION**

Solicitation Number: RFP #251-22-335

Bid / Solicitation Description: Driver Education services

I, Jordan Driving School, Inc.,  
 (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: X

Bidder's HUB Certification Status:      HUB Certified? (Circle one)      Yes \_\_\_ No X

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

\* HUB Certification with the NC HUB Office required to be counted toward state participation goals.

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

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

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

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

## UNIFORM GUIDANCE

The Contractor is notified that this project may be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

### **Remedies for Breach**

When federal funds are expended by **Wake County Board of Education (the School System)**, the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

### **Termination for cause and for convenience by the School System**

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

### **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

During the term of an award for all contracts and subgrants for construction or repair, the

Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

#### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in

excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance**

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Debarment and Suspension**

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Compliance with Solid Waste Disposal Act**

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

**Prohibition on certain telecommunications and video surveillance services or equipment**

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

**Domestic Preference**

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Records Retention Requirements**

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Certification of Non-Collusion Statement**

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bonafide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Prohibition on Gifts**

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee, or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

**How does your firm plan to provide and manage the required classroom and behind-the-wheel instruction for the Driver Education Program?**

In accordance with criteria and standards approved by the State Board of Education (SBE), the School Bus and Traffic Safety (SBTS) section of the Department of Motor Vehicles, and other Wake County Board of Education (WCPSS) guidelines as stated in the description of this program, Jordan Driving School, Inc. will provide a program of Driver Education at the public and/or private high schools in Wake County. The program serves all physically and mentally qualified students who:

- 1) are at least 14 years and 6 months in age,
- 2) are actively enrolled in a public, private, charter, or home school, and
- 3) are approved by the principal of the school in which they are enrolled pursuant to the rules adopted by the State Board of Education.

Students who fail the classroom portion of driver education may be eligible to enroll again by paying a sixty-five-dollar (\$65) fee to Jordan Driving School. The fee policy will continue to be in effect for term of the WCPSS requirement. Students who fail the behind-the-wheel portion of driver education will not be allowed to enroll again except for extenuating circumstances, to be determined by the principal. Jordan Driving School is responsible for informing students and parents of failure policies.

**Instruction – Timing of Instruction**

The WCPSS and JDS will make driver education available to all eligible students in four distinct programs.

- 1) after school classes
- 2) Saturday classes
- 3) holiday classes
- 4) summer classes

The program will be offered on a year-round basis.

The program shall not be offered:

- 1) during the regular 6 hour school day
- 2) other times that violate established school policy

The WCPSS and JDS will agree on starting and ending times for each program. After school classes will consist of no more than 3 hours of instruction per day. Saturday, holiday, and summer classes will consist of no more than 6 hours of instruction per day.

No student will receive more than 2 hours of BTW instruction per day and no student will be in a vehicle for more than 4 hours per day.

The program shall consist of a minimum of 30 hours classroom instruction and a minimum of 6 hours of behind-the-wheel instruction.

**Classroom Instruction**

JDS curriculum for the WCPSS Program will be based on the State Department of Public Instruction (SDPI) and SBTS section of DMV standards or WCPSS required equivalent. A minimum of 30 hours of classroom instruction is required. Classroom hours shall not include assignments

completed outside the presence of an instructor.

The curriculum shall consist of, but not be limited to the following.

- 1) The Highway Transportation System
- 2) The automobile
- 3) Traffic laws and enforcement
- 4) Engineering
- 5) Pedestrians and bicycles
- 6) Rights and privileges of handicapped persons
- 7) Driving while impaired – as required by State law a minimum of 6 classroom hours will be spent on this section.
- 8) The Costech instructional software is integrated as a part of the JDS curriculum in Wake County.

WCPSS will make available classroom(s) needed for classroom instruction at no charge to JDS. Arrangements for classroom(s) will be made through the school principal. Classroom instruction will be conducted in Wake County.

Class Size – JDS will provide instruction to a minimum class size of 20 students and maximum class size of 40 students.

Classroom No Shows, Withdrawals, and Drops – JDS will allow each enrolled student 1 excused absence during the after school classes. Students with an absence must make up their time in the next scheduled class. This time is made up with appropriate curriculum material related to the material the student missed. This work is done and conducted by a classroom program instructor. Students not able to continue the classroom phase during the first 3 hours of class or those students who miss more than one after school class sessions will be counted as failures. They may re-enroll in the program, if they pay the \$65 fee again.

### **Behind-the-Wheel Instruction**

JDS will require each student receiving BTW instruction to obtain a North Carolina Learner's Permit or a Restricted Instruction Permit before beginning BTW instruction. BTW instruction provided by JDS will commence within 6-8 weeks of the completion of classroom instruction and will comply with all sections of .0307 of the January 1, 2004 NCDOT DMV SBTS Rules Governing the Licensing of Commercial Driver Training Schools and Instructors.

In addition, BTW instruction provided by JDS will consist of the following WCPSS requirements:

- 1) Each student will receive a minimum of 6 hours of instruction, not including observation time and safety breaks
- 2) No JDS instructor will provide more than 12 hours of instruction a day. It should be noted that after 6 hours of instruction instructors are required to take a one-hour mandatory safety break.
- 3) The following instructional times will be observed:
  - Monday-Friday school days – before school beginning at 6:00 am, after school until 9:00 pm
  - Saturday and school vacation days – beginning at 6:00 am and ending at 9:00 pm

- Sunday - beginning at 12:00 pm and ending at 8:00 pm
- 4) If school is cancelled or dismissed early due to inclement weather, all BTW instruction will be cancelled.
- 5) All BTW will be conducted in Wake County
- 6) All JDS instructors will observe all the mandatory non-instructional holidays as mandated by WCPSS. There will be no instruction on these days. Optional days will be left to the discretion of the individual instructor.
- 7) All JDS BTW instruction will include the following:
  - Familiarization with the automobile – “car check”
  - Development of skills essential to safe operation in traffic.
  - Develop abilities needed to follow the soundest course of action in responding to complex situations.
  - A completed record shall be kept on file in the Driver Education Lead Teacher office or the JDS storage facility for each student receiving BTW instruction. This is form-800 as provided by the SBTS section of DMV.

**Describe your office operations and office staffing to maintain a quality Driver Education Program in the Wake County Public School System.**

The Jordan Driving School home office is in the Garner area with a full-time staff. The President/CEO holds a BS Degree from East Carolina University in Driver Education and a MA degree in Special Education. She has taught Driver Education in the public schools of North Carolina for over 16 years. She has also taught Commercial Driver Training Licensing for Wake Technical Community College. She is a member of several Driver Education associations where she has received honors and has held executive positions. She served as Chairman of the State Task Force for Driver Education, a committee that plays an important part in decision making concerning Driver Education in North Carolina and the nation. She was 1995 recipient of the State "Driver Education of the Year" Award.

JDS has upheld its initial standard of quality by focusing on the needs of its students. Jordan Driving School has realized success through its zeal for services. Giving students the best program of Driver Education possible is the number one goal.

**What innovative instructional programs and techniques have you incorporated into your course of study in the schools currently under contract?**

The multimedia interactive software used in the classroom by JDS instructors is incorporated with the traditional methods of teaching such as teacher/student discussion and student activities. Students use consumable workbooks that allow them to keep their work so it can be shared with their parents. The same concept is used for the behind-the-wheel phase where consumable manuals are used to indicate the skills taught for a particular day and the level of mastery performed by the student. This is to be shared with the parent after each lesson enabling the parent to have an understanding of the level of competence achieved by their child. JDS believes that this information is helpful when parents begin their role as the supervisory driver.

Most special education or special needs students take the classroom phase within the regular classroom setting. When these students are identified, instructors will provide these students with as much individual instruction as possible. JDS attempts to communicate with the parents and/or the special education teacher at the school as to what special needs to student may have as per the student's IEP. Textbooks and workbooks especially prepared for special education students are available when the need is determined. Special education students are given special study materials that may be taken home. Test may be taken within their special education classes if warranted. If necessary, test and study materials are read to them for better comprehension. Special education teachers are invited to participate by visiting the Driver Education class and are encouraged to assist their particular student(s). For hearing impaired students, interpreters may attend class with the student (both classroom and behind-the-wheel). If there is a need, JDS is prepared to conduct classes of smaller sizes to accommodate the students' needs.

For students for whom English may be a second language, Jordan Driving School has employed Spanish speaking instructors to work with these special groups of students. JDS has two Spanish speaking instructors who teach classroom and behind-the-wheel. We work with the ESL teachers at various high schools and have set up Spanish Driver Education classes at these schools in the past.

**Explain the staff development plan for your instructional staff.**

JDS instructors are provided a continuous program of staff development in an effort to ensure the quality of instruction. Quarterly, JDS instructors are required to attend staff meetings. The staff meetings hold two very important purposes: (1) to continuously update instructors on the Driver Education program and, (2) to provide current staff development required for DMV renewal certification. All instructors are requested to be active members of the North Carolina Driver and Traffic Education Association. It is the belief of JDS that membership in professional organizations is an indication of professionalism.

Jordan Driving School is committed to on-going programs focusing on the enhancement of instruction. Two areas of emphasis are (1) the curriculum and (2) staff development. Pacing guides have been developed and implemented by JDS instructors for the classroom and BTW phases of driver education program. The pacing guide assures that all students within Wake County are receiving the same excellent instruction whether they may be located or whatever their circumstances may be. An online course is now available for teachers to earn license renewal credits. The online course provides the most updated information and teaching strategies that today's technology can offer.

Teacher Certification: JDS believes that all instructors are committed to providing quality instruction to the students they serve. Therefore, it is important for instructors to have an avenue for improvement. Several Department of Motor Vehicles certified JDS instructors are pursuing NC Department of Public Instruction certification through the Safety & Traffic Education Program administered by the North Carolina Department of Public Instruction. To demonstrate an appreciation for their efforts, JDS developed levels of certification that is tied directly with salary.

**List ways you presently communicate with the schools and communities where you currently hold contracts.**

- a. Orientation sessions at each school
- b. Letters to middle school students concerning Driver Education
- c. Lead Teachers providing link between the community, school, and JDS
- d. Wireless communication with teachers
- e. JDS website
- f. Various meetings with school personnel
- g. Published Driver Education phone number for the Driver Education office in each high school
- h. Brochures placed in each high school guidance office
- i. Media announcements during inclement weather