



Memorandum from Purchasing Department

Letter of Instruction for RFP #251-23-404

To: Prospective Parties

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

- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to bids-pgooding@wcpss.net.
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- **Submit one (1) signed, original executed proposal responses, ten (10) photocopies, and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.**
- Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.



Request for Proposal #251-23-404

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

SCHOOL-BASED MENTAL HEALTH (CO-LOCATED) SERVICES

Contract Type: Open Market

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

Commodity: Educational & Training Services

E-Mail: bids-pgooding@wcpss.net

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

NOTICE TO VENDORS

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

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

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

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

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

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

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

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

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

<u>DELIVER TO:</u>
PROPOSAL NO. RFP 251-23-404 Wake County Public School System Purchasing Department, Building F 1551 Rock Quarry Road Raleigh NC 27610-4145

RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	WCPSS	3-17-23
Submit written questions to bids-pgooding@wcpss.net (Reference RFP # in the subject line)	Vendor	3-24-23 by 2:00 pm ET
Provide Responses to Questions	WCPSS	3-31-23 by end-of-business
Submit Proposals	Vendor	5-10-23 @ 2:00 PM ET

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to bids-pgooding@wcpss.net by the date and time specified above. Vendors should enter "RFP #251-23-404 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

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

PROPOSAL EVALUATION

Award of a MOA resulting from this RFP will be based upon the proposal(s) best aligned with the cost, service objectives, and other factors as specified herein.

Providers shall demonstrate experience and competency in the requested service(s). Stability of past operations is important.

RFP proposals will be evaluated using a standardized evaluation sheet for the elements from the RFP outline. Proposals will be pre-screened to ensure the organization (i) meets the minimum qualifications (ii) has completed all material sections of the RFP, and (iii) is responsive to the questions. Any proposals that are rejected for failing to meet the pre-screen criteria shall be notified in writing along with the reasons why the application was rejected.

Once a proposal passes the pre-screen process, it will be reviewed by a Selection Committee designated by WCPSS which will include WCPSS staff and other stakeholders deemed needed. Reviewers will utilize the Evaluation Tool attached and scores will be calculated from all the reviewers. An interview process may be utilized to gain additional information and pose questions of providers. The evaluation will include the extent to which the proposal meets the stated requirements as set out in this RFP as well as the applicants' stability, experience, and record of past performance in delivering such services.

All proposals will receive written notification of the results of the evaluation.

Partnership/MOA Award:

The successful applicant(s) chosen by WCPSS will be required to enter into a Memorandum of Understanding (MOA) with WCPSS.

Providers shall have a “no-reject policy” for referrals within the capacity and the parameters of their competencies. Providers shall agree to accept all referrals meeting criteria for services they provide when there is available capacity; if the Provider is not capable of providing the needed support, a referral to adequate services should be provided. This should only occur when the Provider does not offer a service.

The initial term of any agreement awarded hereunder will be through June 30, 2024, with the option to renew by WCPSS for one (1) successive one (1) year period under the same terms and conditions. Any renewal shall be based on satisfactory performance by the Provider during the previous years for the services provided and funding availability.

Cancellation of agreement:

WCPSS reserves the right to cancel and terminate any resulting agreements or MOAs, in part or in whole, without penalty, upon thirty (30) days written notice to the Provider. Any agreement cancellation shall not relieve the Provider of the obligation to deliver and/or perform obligations

outstanding prior to the effective date of cancellation or to transition consumers and consumers' records.

Other General Information:

The following outlines additional information related to the submission of proposals:

- WCPSS reserves the right to reject any and all proposals for any reason, including but not limited to false information contained in the proposal and discovered by WCPSS.
- Any cost incurred by an organization in preparing or submitting a proposal is the bidder's sole responsibility. WCPSS will not reimburse any bidder for any pre-award costs incurred. All materials submitted to WCPSS will become the property of WCPSS and will not be returned.
- All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and conditions by any organization may be grounds for rejection of that organization's proposal.
- In submitting its proposal, organizations agree not to use the results therefrom or as part of any news release or commercial advertising without the prior written approval of WCPSS.
- All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the organization will become the property of WCPSS when received.
- The signer of any proposal submitted in response to this RFP certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

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

The services that are the subject of this 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.

METHOD OF AWARD

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

IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

BACKGROUND AND PROJECT OBJECTIVES

The WCPSS Counseling & Student Services Department seeks recognizes the importance of addressing the mental health needs of students to provide the best opportunities for success. To support our families' efforts to obtain care for youth, WCPSS is requesting proposals for school-based mental health services.

WCPSS has identified the following needs and seeks the following services:

Child and Adolescent service providers to serve as school-based mental health providers. This RFP is seeking highly qualified providers/agencies to provide the following mental and mental health services to WCPSS students:

- Comprehensive Clinical Assessments
- Individual Outpatient Therapy
- Group Outpatient Therapy
- Family Outpatient Therapy
- Medication Management
- Person-Centered Planning
- On-site Training and Consultation with school staff
- Collaboration with school staff to support student needs

Successful providers/agencies must have the capacity to establish in-school access to clinical outpatient treatment services and be capable of providing mental health services at varying levels of intensity, based on the individualized needs of the students and which are able to adjust as rapidly as the changing needs of the students. Participating WCPSS schools will provide a counseling-friendly space (confidential, non-stigmatizing, etc.). Hours of space availability will be determined between provider and school administrator based on school operating hours and needs of students.

All financial obligations related to the provisions of mental services will be the responsibility of the provider.

Successful agencies/providers will be expected to enter into a Memorandum of Agreement (MOA) with WCPSS outlining the terms and conditions under which WCPSS will allow the provider/agency to access WCPSS property to provide services to WCPSS students.

Goals for School-Based Mental Health Services:

- To increase access to mental health services for WCPSS students in need of these services in an easily accessible location.
- To provide mental health programs that address early intervention and prevention services for WCPSS students in need.
- To provide consultation and crisis support to administrators, teachers, and other school staff regarding mental health and related issues.

For informational purposes, WCPSS is the nation's 15th largest school district, and the largest in the state of North Carolina. With 119 elementary schools, 41 middle schools, 33 high schools, and 5 special schools, we serve over 160,000 students and have over 20,000 staff in the district.

SCOPE OF WORK

Minimum Qualifications:

Only organizations that meet the following minimum qualifications will be considered for this RFP:

- All providers or applicants must be in good standing with all applicable oversight entities and continuously meet Good Standing criteria. This means that the provider or applicant:
 - is in compliance with the standards and requirements of all applicable oversight entities;
 - has submitted all required documents, payments and fees to the U.S. Internal Revenue Service, the N.C. Department of Revenue, N.C. Secretary of State, the N.C. Department of Labor, and the N.C. Department of Health and Human Services and its Departments and Divisions.
 - has not filed for or is not currently in Bankruptcy; and
 - has not had any sanctions imposed against it, including, but not limited to the following:
 - **Any LME/MCO:** Contract Termination or Suspension, Referral Freeze, noncompliance with a Plan of Correction, Past Due Overpayment, Prepayment Review, Payment Suspension
 - **N.C. Department of Health and Human Services**
 - **NC Medicaid/NC Division of Health Benefits:** Contract Termination or Suspension, Payment Suspension, Prepayment Review, Outstanding Final Overpayment.
 - **DMH/DD/SAS:** Revocation, Unresolved Plan of Correction.
 - **DHSR:** Unresolved Type A or B penalty under Article 3, Active Suspension of Admissions, Active Summary Suspension, Active Notice of Revocation or Revocation in Effect.
 - **U.S. Internal Revenue Service:** Unresolved tax or payroll liabilities.
 - **N.C. Department of Revenue:** Unresolved tax or payroll liabilities.
 - **N.C. Department of Labor:** Unresolved payroll liabilities.
 - **N.C. Secretary of State:** Administrative Dissolution, Revocation of Authority, Notice of Grounds for other reason, Revenue Suspension; providers organized as a corporate entity must have a "Current - Active" registration with the NC Secretary of State.
 - **Boards of Licensure or Certification for the applicable Scope of Practice**
 - **Provider's Selected Accrediting Body**
- Providers and applicants are required to disclose any pending or final sanctions under the Medicare or Medicaid programs including paybacks, lawsuits, insurance claims or payouts, and disciplinary actions of

the applicable licensure boards or adverse actions by regulatory agencies within the past five years or now pending. The provider's or applicant's owner(s) and managing employee(s) may not previously have been the owners or managing employees of a provider which had its participation in any State's Medicaid program, or the Medicare program involuntarily terminated for any reason or owes an outstanding overpayment to an LME/MCO or an outstanding final overpayment to DHHS.

- For purposes of this procedure, WCPSS considers an action of DHHS, including its divisions and LME/MCOs to be final upon notification to the provider, unless such action is under appeal. For actions by DHHS or LME/MCO under appeal, WCPSS may, in its discretion, pending its award or enrollment for up to 90 days to allow for a final resolution or final decision by the NC Office of Administrative Hearings (NCOAH). If no final decision is rendered in that time period, then the provider or applicant is deemed not in Good Standing.

- Confidentiality of Health Records.

The parties recognize that certain health care records and transactions may be governed by the Health Insurance Portability and Accountability Act (HIPAA). Records created and maintained by the Agency in providing services to students pursuant to a MOA may be provided to WCPSS upon the receipt of written consent from the parent/guardian and/or patient, if over the age of 18. Pursuant to the U.S. Department of Education's and U.S. Department of Health and Human Services' November 2008 Joint Guidance on the Applicability of [FERPA] and [HIPAA] to Student Records, it is anticipated that any records produced or maintained by the parties in connection with the MOA will be education records subject only to FERPA, and not HIPAA, while in the possession of WCPSS employees.

To the extent that HIPAA may be applicable to any actions of the Agency or its affiliates in connection with the MOA, the Agency shall be solely responsible for ensuring its compliance with that statute and any related regulations. The Agency shall be responsible for the storage, maintenance, and confidentiality of proper medical records for the patients pursuant to the MOA. The Agency shall be responsible for fulfilling all requirements imposed by applicable law and its own medical records procedures with respect to the preparation, maintenance, security, disclosure, and retention of such medical records.

During the term of the MOA and thereafter, the Agency and WCPSS shall provide copies of medical records, films, and reports to one another upon request to the extent appropriate consent of the patient has been obtained or authorized by law. Each party shall maintain the confidentiality of any and all records of the patients to which it may have access pursuant to the performance of its duties under the MOA. Each party shall obtain, record, and preserve as required by relevant law, rule or regulation any and all specific consents as may be required for any procedures performed pursuant to or within the contemplation of the MOA.

Scope of Proposal

Mental and behavioral services provided to WCPSS students in school should be based on the following principles and guidelines:

- Services will be provided by fully licensed or associate licensed professionals (LCMHC, LCSW, LMFT) who are supervised and capable of consulting with other licensed professionals as needed. Student interns or individuals without a completed and conferred master's degree AND clinical mental health license cannot provide services.
- Family engagement and active family involvement is critical at the initiation and throughout the treatment process. Parent engagement is required monthly.

- Services will only be provided to students who are younger than 18 years old following the receipt of parental/guardian consent.
- Students who are 18 years of age or older can provide consent to receive services without consent of parent/guardian.
- Providers/agencies agree to follow the process and protocol determined by WCPSS regarding referral for services and to work with WCPSS to develop appropriate consent forms and information materials about services offered.
- Services should be proactive and positive, building on the strengths of the students and families.
- Service providers should show willingness to build strong collaborations with school administrators, student services and support staff, teachers, and other school staff.
- Services must follow the mandate to be least intrusive, least restrictive, and responsive to the individual needs of the child within the school setting.
- All employees and contractors of the agency provider shall agree to follow all WCPSS rules, regulations, procedures (including background checks and screening processes), and Board policies when providing services to WCPSS students on school property.
- Mental health providers must immediately inform school staff of student safety concerns that cannot be kept confidential such as suicidality, self-harm, homicidal ideation, or psychosis.
- Providers/agencies will be responsible for billing, paperwork, necessary signatures to begin services, and for release of information.
- Services should be provided during regular school hours and on the school's campus to accommodate the schedules of parents and families.
- Providers/agencies will be responsible for remaining accessible and continuing services to students during periods of time when school is not in session (winter and summer break).

Service providers must work in close partnership with WCPSS and school staff at assigned location(s).

Special Conditions:

- WCPSS anticipates the need for at least five additional providers with opportunity for this need to grow as school staff and families gain awareness of this service.

Eligible Applicants Proposal Format

Proposals shall conform substantially to the following format using tabs to designate sections:

Section A. - Introduction

Please begin with a 2-page overview of what you are proposing and an overview of notable attributes you wish to highlight for consideration. Address these items:

1. If your organization is using an outside consultant to assist with the RFP, please provide the name of the consultant.
2. List and briefly summarize what you are proposing to do under the requested scope of services.
3. Describe why your organization, from a business, professional, clinical, administrative, financial, and technical perspective, should be awarded an agreement for the services requested. Describe any distinguishing features WCPSS should know about your services and company as well as an overview of your proposal.

Section B. - Personnel and Capacity

A school-based therapist's individual caseload can range from 12 to 25 students needing weekly sessions at multiple school sites. Please explain your ability to meet this request by responding to the following:

4. How many dedicated therapists do you have available to serve WCPSS students? Please specify their anticipated hours of availability each week including part time or full time and number of days per week dedicated to student sessions.
5. Please attach an organizational chart showing your current organizational leadership and staffing.
6. Please list all training and professional development opportunities you require and/or provide for your therapists to enhance their clinical expertise.
7. Describe your clinical supervision plan for School Based Mental Health therapists.
8. Describe your overall anticipated program capacity based on your current staffing and recruiting and retention strategies.

Section C. - Experience Serving Children and Adolescents

Providers should demonstrate experience and competency in the requested service(s). Describe your organization's background and expertise in the following:

9. Describe your previous experience with providing mental health services to children and adolescents, How long has your organization provided mental health services to children and adolescents? What services have been provided?
10. Do you currently have an MOU or MOA with a school system? If so, please attach.
11. At the time of this RFP how many WCPSS youth does your agency serve? How many youth does your agency serve overall?
12. Describe your overall collaboration with the school system. How have you demonstrated a meaningful partnership with school staff? What were the key elements that proved successful or presented challenges?
13. Describe how you engage caregivers and families in meaningful participation in mental health supports?
14. Describe your capacity to participate in Child and Family Team meetings, IEP meetings, and parent teacher conferences.

Section D. - Program Implementation and Service Delivery

This section is intended to clarify your process for how services will be delivered starting from the receipt of a new referral and continuing through discharge. Please respond to the following:

15. Explain how you would prepare to initiate services in WCPSS schools. What tasks or adjustments would be necessary during the 90-day period leading up to working with WCPSS students? Provide a detailed implementation plan, including a timeline for the services requested.
16. List all insurance companies your School Based Mental Health therapists will be able to bill for services. Also, WCPSS requires that 10% of your caseload be reserved for pro bono therapy services? How do you plan to serve clients who are uninsured and in need of pro bono services?
17. Describe your organization's referral process for mental health services.

- 18.** Please describe how technology will be utilized to make necessary connections with parents and guardians. If attempts to reach parents by phone are unsuccessful, what other means of communication will you utilize? Please indicate if email, text messaging, electronic signatures, and client portals will be utilized in addition to phone calls.
- 19.** Describe how your agency expects to conduct the intake and comprehensive clinical assessment (CCA) process. Describe what assessment instruments will be utilized during this process and how long it takes to complete an assessment.
- 20.** Describe the linkage and referral process your agency has established for children who need a higher level of clinical care. Please list any services you can provide within your agency, such as medication management, day treatment, Intensive In-home, Multisystemic Therapy, partial hospitalization, etc.
- 21.** How will the agency ensure that the school staff, family, and other agencies, if relevant, will be included in the development of the treatment plan and ongoing treatment planning process?
- 22.** What is the agency's discharge planning process? How will the agency ensure that discharge recommendations are understood and what assistance will be given to families to access necessary services upon discharge?

Section E. - Special Supports for Diverse Client Needs

Describe your readiness and any limitations when attempting to address various client needs. Please include any unique approaches, evidenced-based models, or treatment methods that would be used to address elements that can often obstruct service provision. Please also notate any instances where student referrals matching a particular category cannot be served by your agency. (Clarifying this information will not negatively impact your opportunity for selection.)

- 23.** Describe your service approach and models of service delivery for:
 - a. Special communication needs (e.g., deaf, hard of hearing, blind)
 - b. Students with varying intellectual abilities (e.g., moderate/mild intellectual disability to academically gifted)
 - c. Chronic medical conditions
 - d. English Language Learners
 - e. Complex trauma
 - f. Substance use, tobacco cessation, or vaping,
 - g. Poverty
 - h. Attention deficit hyperactivity disorder
 - i. Oppositional defiance and/or aggressive behaviors
- 24.** How will your clinicians differentiate their approach to serving younger elementary students vs. older adolescents?

Section F. - Crisis Protocol

This section should provide a snapshot of what WCPSS staff and families can expect if student safety concerns arise while the student is under your clinical care.

- 25.** What is your case escalation process? Please describe the initial steps when a client presents with immediate safety needs.

26. Please attach your policies and procedures for services that address case escalation, crisis response, first responder coverage, and after-hours options.

Section G. - Service Evaluation and Monitoring

The successful applicant is expected to have a quality improvement plan that includes expected outcomes, performance indicators (or related goals), and how individual and program progress will be measured in accordance with the applicable service definition.

27. Please attach outcome data for the past 2 years for services.
28. Describe how you gather data on consumer outcomes and how you determine whether your consumers are benefitting from your services.
29. Describe how your organization will utilize data generated by performance indicators, outcomes, survey results, and stakeholder feedback to improve the quality of care.

Concluding Statement

Please conclude your proposal by adding any additional information or closing remarks you wish to share with the review committee.

Submission Instructions:

- Indicate the Applicant name and RFP number on the front of your proposal envelope or package.
- Include the RFP # and page # on the bottom of each page of your proposal.
- WCPSS School-Based Mental Health Services RFP Proposals must be submitted according to the below described Eligible Applicant Proposal Format.
- Proposals must address the questions and items set out on the following pages and
- must be typewritten and signed in ink by the official authorized to bind the applicant to the provisions contained within the proposal.
- Trade secrets or similar proprietary data which the organization does not wish disclosed to personnel other than those involved in the evaluation will be kept confidential to the extent permitted by state law and rule if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section.
- **One (1) original, signed copy of the proposal, ten (10) printed copies for use by review committee, and one (1) electronic copy on a flash drive shall be submitted. Proposals and copies should not be placed in binders and covers. Proposals must be provided in a sealed envelope no later than the date and time specified herein. Hand deliveries will be accepted.**
- WCPSS will not be held responsible for the failure of any mail or delivery service to deliver a proposal response by the stated proposal due date and time.
- No fax or emailed responses will be accepted or considered.
- All proposals must be received by WCPSS on or before **May 10, 2023, at 2:00pm.**

QUALIFICATIONS

- **VENDOR shall be licensed and approved to do business in the State of North Carolina.**
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- Demonstrated experience in performing similar projects

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

(Federal Government)

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

(State of North Carolina)

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

COST

Vendors shall provide the hourly rate billed to clients below.

The initial award is expected to begin as soon as possible. Services are expected to continue through June 2024. WCPSS retains the option to extend this contract at its sole discretion for one (1) additional one-year period at the same cost based upon funding availability.

Hourly rate billed to clients for services: \$_____

WCPSS Mental Health Services RFP Scoring Sheet Sample

Agency Name:

Reviewer Name:

Review Committee Guidelines for Scoring:

Each section of the application should be rated based on how closely the application meets the needs of what has been outlined in the WCPSS request for proposals. Please use the following scores:

0 = not addressed or response of no value; - This response does not provide the requested info.

1 = limited applicability; - This response is not ideal for an SBMH provider.

3 = some applicability; - This response can fit SBMH with further training or agency adjustment

5 = substantial or total applicability - This response is most ideal for SBMH

***For items that are informational only, please rate 5 if the information was provided.**

Section A: Introduction

Description Provided to Agencies:

Please begin with a 2-page overview of what you are proposing and an overview of notable attributes you wish to highlight for consideration. Address these items:



**Score Below
(0, 1, 3, or 5)**



Comments / Notes



1.) If your organization is using an outside consultant to assist with the RFP, please provide the name of the consultant.

2.) List and briefly summarize what you are proposing to do under the requested scope of services.

3.) Describe why your organization, from a business, professional, clinical, administrative, financial, and



<p>technical perspective, should be awarded an agreement for the services requested. Describe any distinguishing features WCPSS should know about your services and company as well as an overview of your proposal.</p>		
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TOTAL FOR SECTION A: _____ (OUT OF 15)

<p><u>Section B. - Personnel and Capacity</u></p> <p>Description Provided to Agencies: A school-based therapist's individual caseload can range from 12 to 25 students needing weekly sessions at multiple school sites. Please explain your ability to meet this request by responding to the following:</p>	 <p>Score Below (0, 1, 3, or 5)</p>	 <p>Comments / Notes</p>
<p>4.) How many dedicated therapists do you have available to serve WCPSS students? Please specify their anticipated hours of availability each week including part time or full time and number of days per week dedicated to student sessions.</p>		
<p>5.) Please attach an organizational chart showing your current organizational leadership and staffing.</p>		
<p>6.) Please list all training and professional development opportunities you require and/or provide for your therapists to enhance their clinical expertise.</p>		



7.) Describe your clinical supervision plan for School Based Mental Health therapists.		
8.) Describe your overall anticipated program capacity based on your current staffing and recruiting and retention strategies.		

TOTAL FOR SECTION B: _____ (OUT OF 25)

<u>Section C. - Experience</u> <u>Serving Children and Adolescents</u> Providers should demonstrate experience and competency in the requested service(s). Describe your organization's background and expertise in the following:	 Score Below (0, 1, 3, or 5)	 Comments / Notes
9.) Describe your previous experience with providing mental health services to children and adolescents, How long has your organization provided mental health services to children and adolescents? What services have been provided?		
10.) Do you currently have an MOU or MOA with a school system? If so, please attach.		
11.) At the time of this RFP how many WCPSS youth does your agency serve? How many youth does your agency serve overall?		
12.) Describe your overall collaboration with the school		

system. How have you demonstrated a meaningful partnership with school staff? What were the key elements that proved successful or presented challenges?		
13.)Describe how you engage caregivers and families in meaningful participation in mental health supports?		
14.)Describe your capacity to participate in Child and Family Team meetings, IEP meetings, and parent teacher conferences.		



TOTAL FOR SECTION C:_____ (OUT OF 30)

<u>Section D. - Program Implementation and Service Delivery</u> This section is intended to clarify your process for how services will be delivered starting from the receipt of a new referral and continuing through discharge. Please respond to the following:	 Score Below (0, 1, 3, or 5)	 Comments / Notes
15.)Explain how you would prepare to initiate services in WCPSS schools. What tasks or adjustments would be necessary during the 90-day period leading up to working with WCPSS students? Provide a detailed implementation plan, including a timeline for the services requested.		
16.)List all insurance companies your School Based Mental Health		

therapists will be able to bill for services. Also, WCPSS requires that 10% of your caseload be reserved for pro bono therapy services? How do you plan to serve clients who are uninsured and in need of pro bono services?		
17.)Describe your organization's referral process for mental health services.		
18.)Please describe how technology will be utilized to make necessary connections with parents and guardians. If attempts to reach parents by phone are unsuccessful, what other means of communication will you utilize? Please indicate if email, text messaging, electronic signatures, and client portals will be utilized in addition to phone calls.		
19.)Describe how your agency expects to conduct the intake and comprehensive clinical assessment (CCA) process. Describe what assessment instruments will be utilized during this process and how long it takes to complete an assessment.		
20.) Describe the linkage and referral process your agency has established for children who need a higher level of clinical care. Please list any services you can provide within your agency, such as medication management, day treatment, Intensive In-home, Multisystemic Therapy, partial hospitalization, etc.		
21.)How will the agency ensure that the school staff, family, and other agencies, if relevant, will be included in the development of the treatment		

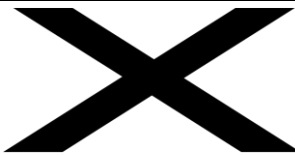
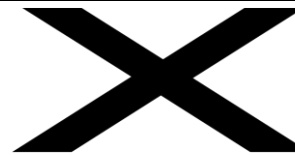
plan and ongoing treatment planning process?		
22.)What is the agency's discharge planning process? How will the agency ensure that discharge recommendations are understood and what assistance will be given to families to access necessary services upon discharge?		

TOTAL FOR SECTION D:_____ (OUT OF 40)



<u>Section E. - Special Supports for Diverse Client Needs</u> Describe your readiness and any limitations when attempting to address various client needs. Please include any unique approaches, evidenced-based models, or treatment methods that would be used to address elements that can often obstruct service provision. Please also notate any instances where student referrals matching a particular category cannot be served by your agency. (Clarifying this information will not negatively impact your opportunity for selection.)	 Score Below (0, 1, 3, or 5)	 Comments / Notes
23.) Describe your service approach and models of service delivery for: a. Special communication needs (e.g., deaf, hard of hearing, blind)		
b. Students with varying intellectual abilities (e.g., moderate/mild intellectual disability to academically gifted)		
c. Chronic medical conditions		
d. English Language Learners		
e. Complex trauma		
f. Substance use, tobacco cessation, or vaping,		

g. Poverty		
h. Attention deficit hyperactivity disorder		
i. Oppositional defiance and/or aggressive behaviors		
24.) How will your clinicians differentiate their approach to serving younger elementary students vs. older adolescents?		

TOTAL FOR SECTION E: _____ (OUT OF 55)

<u>Section F. - Crisis Protocol</u> This section should provide a snapshot of what WCPSS staff and families can expect if student safety concerns arise while the student is under your clinical care.	 Score Below (0, 1, 3, or 5)	 Comments / Notes
25.) What is your case escalation process? Please describe the initial steps when a client presents with immediate safety needs.		
26.) Please attach your policies and procedures for services that address case escalation, crisis response, first responder coverage, and after-hours options.		

TOTAL FOR SECTION F: _____ (OUT OF 10)

<u>Section G. - Service Evaluation and Monitoring</u> The successful applicant is expected to have a quality improvement plan that includes expected outcomes, performance indicators (or related goals), and how individual and program progress will be measured	 Score Below (0, 1, 3, or 5)	 Comments / Notes
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in accordance with the applicable service definition.		
27.) Please attach outcome data for the past 2 years for services. .		
28.) Describe how you gather data on consumer outcomes and how you determine whether your consumers are benefitting from your services.		
29.) Describe how your organization will utilize data generated by performance indicators, outcomes, survey results, stakeholder feedback to improve the quality of care.		
30.) Concluding Statement: Please conclude your proposal by adding any additional information or closing remarks you wish to share with the review committee.		

TOTAL FOR SECTION G: _____ (OUT OF 10)

TOTALS FOR ALL SECTIONS

SECTION	POINTS
A	
B	
C	
D	
E	
F	
G	

FINAL TOTAL: _____ (OUT OF 190)

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

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

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

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

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

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 may render proposal invalid.

4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.

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

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

implying that any deviation will be acceptable.

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

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

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

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

11. CONFIDENTIAL INFORMATION: As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

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

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

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

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

16. TAXES: Any applicable taxes shall be invoiced as a separate item.

17. SITUS: The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

18. GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.

19. INSPECTION AT VENDOR'S SITE: WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant, or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

20. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the vendor for payment if the vendor accepts that card (Visa, Mastercard, etc.) from other customers.

21. PATENT: The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

22. ASSIGNMENT: No assignment of the vendor's obligations nor the vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.

23. INSURANCE:

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and

coverage as required by state of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

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

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

COMPANIES LIST: Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.8133.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VENDOR INFORMATION SHEET

Company Name (include dba): _____

Phone number: _____ Fax: _____ E-mail: _____

Contact: _____

Corporate Office Address: _____

Wake County Office Address (if different from Corporate): _____

Web Address: _____

Length of time in business: _____ Number of permanent employees: _____

DOT #: _____ (if applicable) MC License #: _____ (if applicable)

Insurance Contact: _____ Phone: _____

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

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

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

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

Check all that apply:

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

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

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

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

Vendor Signature: _____

Date: _____

Print Name: _____

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

Bid / Solicitation Number: _____

Bid / Solicitation Description: _____

I, _____,
(Name of Bidder)

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

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

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

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

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

Total Bid Amount (\$): _____

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

FEDERAL CONTRACTING REQUIREMENTS

This *Attachment* is incorporated into the Goods and/or Service Contract between WCPSS and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they had complied and shall comply in the future with all applicable federal, state, and local laws, regulations, and rules and School System policies and procedures, as amended from time to time, relating to work to be performed under this Contract. The following provisions are specifically incorporated into this Contract.

1. Equal Employment Opportunity. In the event this Contract meets the definition of “federally assisted construction contract” set forth in 41 C.F.R. § 60-1.3, the Vendor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. Compliance with Davis-Bacon Act. In the event this Contract involves a prime construction arrangement for an amount in excess of \$2,000, the Vendor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Compliance with Contract Work Hours and Safety Standards Act. In the event this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Compliance with Regulations Regarding Rights to Inventions. In the event the federal funds expended on this Contract meet the definition of “funding agreement” under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the District 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.
5. Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount in excess of \$150,000, the Vendor 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).
6. Compliance with Disbarment and Suspension Requirements. The Vendor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.
7. Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, the Vendor agrees to provide the District with the certifications required by 31 U.S.C. § 1352.
8. 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, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor 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.