



THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

REQUEST FOR PROPOSALS

RFP # 163-01172024JR

TITLE: Special Education Related and Support Services

ENTITY: Charlotte-Mecklenburg Board of Education

ISSUE DATE: January 17, 2024

ISSUED BY / Direct All Inquiries Concerning this RFP to: **Jennifer Riddle, Purchasing Agent**
Jennifer.riddle@cms.k12.nc.us

Sealed Proposals subject to the conditions made a part hereof will be received until **3:00 p.m., EST (Prevailing Local Time) Wednesday, January 17, 2024** for furnishing services described herein.

PUBLIC BID OPENING: Since bid submissions will be opened electronically when they are released to the buyer by the State of North Carolina's software, the public bid opening (reading of the names of the companies submitting bids) will be facilitated either by a conference call or by online meeting software. Should you wish to join the public bid opening, contact the buyer at the email listed on the first page of the bid no later than 10:00 am the day of the bid opening. If you do not receive a confirmation within the hour, please phone the buyer.

NOTE: Technical questions concerning the specifications in this Request for Proposals will be received until **3:00 pm, January 25, 2024** by e-mailing Jennifer B. Riddle (jennifer.riddle@cms.k12.nc.us), CMBE Purchasing Agent. **Technical questions will not be accepted after this date and time.** CMBE will make every effort to provide answers by **February 2, 2024, by 12:00 PM**. When appropriate, questions and answers will be posted on the internet as an addendum, located under the RFP # being modified at <https://evp.nc.gov/>

It is the offeror's responsibility to ensure that all addenda have been reviewed and, if need be, signed and returned.

PROCUREMENT STATEMENT OF NON-PREFERENCE

It is the intent of The Charlotte-Mecklenburg Board of Education to procure a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding/quoting procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, The Charlotte-Mecklenburg Board of Education invites and encourages all other qualified bidders to submit equivalent bids/quotes. The primary purpose is to ensure that no interested party is excluded or limited from the bidding/quoting process. All bids/quotes are evaluated equally, based on the following criteria:

- Prices offered
- The quality of the articles offered
- The general reputation and performance capabilities of the bidders
- The substantial conformity with the specifications and other conditions set forth in the request for bids/quotes
- The suitability of the articles for the intended use
- The personal or related services needed
- Transportation charges
- The dates of delivery and performance
- Such other factor(s) deemed pertinent or peculiar to the purchase in question, which, if controlling, shall be made a matter of record.

All bids/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of The Charlotte-Mecklenburg Board of Education.

RFP SUBMITTING INSTRUCTIONS

All bid responses shall be submitted electronically via the North Carolina electronic Vendor Portal (eVP) @ <https://evp.nc.gov/>. NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED.

REGISTERING WITH eVP: All bid responses shall be submitted electronically via the North Carolina’s eVP system.

You must be registered with NC’s eVP to submit a bid. Register as soon as possible! It may take several days for your account to become active.

Please go to this page to register <https://evp.nc.gov/>. A video on this process can be found at: <https://eprocurement.nc.gov/training/vendor-training/registering-evp>. Some FAQs are answered at: <https://eprocurement.nc.gov/system-tips/vendor-tips>. Please NOTE: CMS is NOT using NC eProcurement or Ariba Network.

Once you have registered and have your login and password set up, review your commodity registration. See this video <https://www.youtube.com/watch?v=8AP0ve3xYNw> (1:08:35 through 1:10:00).

This video <https://www.youtube.com/watch?v=8AP0ve3xYNw> (1:10:00-1:11:47) explains how to add notifications for specific email addresses and commodity codes.

Written questions shall be emailed to Jennifer Riddle at jennifer.riddle@cms.k12.nc.us by the date and time specified below in the schedule of events. Vendors will enter “RFP #163-01172024JR – Questions” as the subject for the email. Question submittals include a reference to the applicable RFP section and should be submitted in the format shown below:

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

Questions received prior to the submission deadline date, CMS’s response, and any additional terms deemed necessary by CMS will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any CMS personnel, whether made in response to a question or otherwise regarding this RFP, shall be considered authoritative or binding. Vendors shall be entitled to rely only on written material contained in an addendum to this RFP.

FINAL DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS RFP MUST BE RECEIVED NO LATER THAN THE DATE & ENTER TIME NOTED IN THE SCHEDULE OF EVENTS. THIS IS TO ALLOW CMS SUFFICIENT TIME TO ADDRESS ALL RECEIVED INQUIRIES.

ADDENDUM: In the event any changes to this RFP occur, the changes or corrections to this RFP will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. CMBE is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than CMBE regarding any matters related to this bid are invalid and will have no influence on this RFP. Each addendum will be posted to NC’s eVP system. **PRIOR TO SUBMITTING YOUR BID,** go to <https://evp.nc.gov/solicitations/>, in the search box key in **163-01172024JR**, click the magnifying glass, click the Solicitation Number. Any addenda will show as an additional PDF document below the bid download near the bottom of the page. Unless otherwise stated, each addendum must be acknowledged by uploading the addendum (or if provided, an addendum acknowledgement form) with your bid.

SUBMITTING YOUR BID: Go to <https://evp.nc.gov/solicitations/>. In the search box key in **163-01172024JR**, click the magnifying glass, click the Solicitation Number. Click Respond to Solicitation and follow the instructions. For a video on this, go to: <https://www.youtube.com/watch?v=8AP0ve3xYNw>, (1:22:50 through 1:27:00).

Submissions must be received by **February 9, 2024, no later than 3:00PM Eastern Standard Time (EST)**. **Offerors will be required to submit the following:**

- One (1) copy of the proposal submitted as a single PDF document.

Files should be saved in the following format:

- ***RFP_#163-01172024JR_Offerors Name.pdf***

Note: When uploading your proposal, please understand that the uploadable file size is limited to 125MB per document. Printing the PDF document in black or grayscale (as opposed to color), reducing the resolution or splitting the file into multiple documents may prove necessary.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s).

PUBLIC BID OPENING: Since bid submissions will be opened electronically when they are released to the buyer by the State of North Carolina’s software, the public bid will be facilitated either by a conference call or by online meeting software. Should you wish to join the public bid opening, contact the buyer at the email listed on the first page of the bid no later than 10:00 a.m. the day of the bid opening. If you do not receive confirmation within the hour, please phone the buyer.

The following chart shows the schedule of events to prepare your organization’s Proposal. The key events and deadlines for this process are as follows:

Due Date	Event
Wednesday, January 17, 2024	Posted to The State of North Carolina electronic Purchasing System (eVP)
January 25, 2024	Deadline for vendors to submit questions via email to ensure a timely answer from Charlotte-Mecklenburg Schools All questions must be submitted to the Buyer’s email address noted: jennifer.riddle@cms.k12.nc.us
February 9, 2024	Deadline for submitting proposals: Submitted electronically via the North Carolina electronic Purchasing System (eVP) no later than 3:00PM Eastern Standard Time (EST)

OVERVIEW AND SCOPE OF WORK

INTRODUCTION

The Charlotte Mecklenburg Schools (CMS), Programs for Exceptional Children (EC) in Charlotte North Carolina is currently requesting proposals from appropriately licensed and certified agencies for the provision of Special Education Related and Support Services Providers who desire to provide services within Charlotte Mecklenburg Schools during the school years of 2024-2027. Approved applicant/vendor will be eligible to provide services for (3) academic calendar years. Specific dates will be provided to the selected vendor after the completion of the selection and, if requested.

Charlotte Mecklenburg Schools, requests proposals from eligible vendors to provide the following services either in total or in part from the list below and in accordance to the scope of work.

Fully Certified/Licensed Related and Support Service Providers for grades PK-12/ages 3-22 to include:

- Speech Language Pathologists
- Speech Language Pathology Assistants
- Physical Therapists (PT)
- Physical Therapy Assistants
- Occupational Therapists (OT)
- Occupational Therapy Assistants
- School Psychologists
- School Audiologists
- Orientation and Mobility Specialists
- Teachers of the Deaf and Hard of Hearing
- Teachers of the Blind and Visually Impaired
- Sign Language Interpreters
- Translation services
- Special Education Teachers
- Special Education Assistants (Paraprofessionals)
- Board Certified Behavioral Analysts
- Registered Behavior Therapists
- Licensed Music Therapists
- Cued Language Transliterator
- Skilled Nursing (RN, LPN, CNA)
- Other positions as needed

BACKGROUND

The Charlotte Mecklenburg School system has 184 schools and a student population of approximately 141,000 students.

Charlotte Mecklenburg Schools is looking for a service provider to ensure compliance with all applicable federal, state (North Carolina Department of Public Instruction), local statutes and regulations with respect to Special Education and Section 504 related and support services

- To provide appropriate highly qualified related service providers (PT, OT, Speech, School Psychologists, Orientation & Mobility, Sign Language Interpreters)
 - To provide support for parent communication by participating as the translator for meetings that involve EC students, support direct services for children identified as needing special education who require interpreter/translators or
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children who are being evaluated for possible special education services, and translate student-specific documents. Translation of a variety of languages provided on-site, virtual and/ or via phone.

- To provide appropriately licensed direct instructional staff (EC Adaptive, EC General, Deaf and Hard of Hearing Teachers, Visually Impaired Teachers)
- To provide instructional and behavioral support/paraprofessional staff for special education students.
- To provide appropriately licensed Behavior Analyst (BCBA) and Technicians for special education students
- To provide appropriately licensed skilled nursing providers to meet direct and indirect medical needs of special education students (RN, LPN, CNA)

PURPOSE

- Charlotte-Mecklenburg Board of Education, reserves the right to award to one or multiple providers as deemed most advantageous to the district. This RFP may also be utilized for other program areas not mentioned in this proposal.
- Charlotte-Mecklenburg Board of Education may use the services of multiple Contractors simultaneously when it anticipates the need for a variety of different services. In addition, Charlotte-Mecklenburg Board of Education anticipates that some Contractors may not have the time, experience, and/or resources to provide all needed services and the list will serve as a pool from which Charlotte-Mecklenburg Board of Education can draw qualified service providers based upon the type of service needed.

SCOPE OF WORK

In order to be considered, all proposals must meet or exceed the requirements of this Request for Proposal (RFP). Any responses that do not meet the requirements will not be considered.

Scope and Deliverables

Services provided to Charlotte Mecklenburg Schools should be based on the following principles and guidelines:

Direct Instructional Staff - Teachers to perform the services below (General Curriculum, Adaptive Curriculum, Teacher of Deaf and Hard of Hearing, Teacher of the Blind and Teacher of the Visually Impaired)

- Provide direct and indirect instructional support for PK-12 grade special education students based on the CMS calendar and through Extended School Year (ESY).
 - Develop and implement Individualized Education Plans (IEP) for students grades PK-12
 - Participate in IEP meetings
 - Perform case management duties
 - Provide research-based interventions within specific area of need
 - Conduct ongoing progress monitoring
 - Provide direct instruction in one or more core content areas (reading, math, and writing)
 - Use required or recommended Direct Instructional Programs
 - Participate in appropriate professional development as requested by the district
 - Keep adequate records including but not limited to service delivery logs, progress monitoring data, progress reports
 - Monitor instruction and services provided by assigned paraprofessional staff
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- Demonstrate organizational and management skills in the classroom
- Other instructional duties as assigned

Related and Support Services Staff (Physical Therapy, Occupational Therapy, Speech Therapy, Sign Language Interpreters, Orientation and Mobility Specialists, School Audiologists, Translation Services.)

- Provide direct and indirect instructional support for PK-12 grade special education students based on the CMS calendar and through Extended School Year (ESY).
- Develop and implement Individualized Education Plans (IEP) for students grades PK-12
- Participate in IEP meetings
- Perform case management duties as needed
- Provide research-based interventions within specific area of need
- Conduct ongoing progress monitoring
- Participate in appropriate professional development as requested by the district
- Keep adequate records including but not limited to service delivery logs, progress monitoring data, progress reports
- Monitor instruction and services provided by assigned therapy assistants
- Increase educational and functional accessibility allowing students to receive full benefit of a free and appropriate public education (FAPE).
- Provide consultation for teachers and other school staff on student specific needs.
- Provide direct and indirect interventions as specified in student specific IEPs and Plans of Care
- Demonstrate organizational and management skills

Instructional and Behavioral Paraprofessional Staff

- Provide direct and indirect instructional support for PK-12 grade special education students based on Charlotte Mecklenburg Schools' Calendar including Extended School Year under the direction/supervision of Licensed Special Education Teacher or Department for Exceptional Children Administrative Staff
- Participate in appropriate professional development as requested by the district
- Assist with adequate records including student performance data and service delivery logs
- Other duties as assigned by the supervising teacher or administrator

Board Certified Behavior Analyst/Registered Behavior Technician

- Provide behavior supports for special education students
- Assist with Functional Behavior Assessments and Behavior Intervention Plans
- Maintain required records for progress monitoring
- Participate in appropriate professional development as requested by the district
- Provide ongoing collaboration and consultation with special education staff and administrators
- Other behavior support duties as assigned

Skilled Nursing Services (RN, LPN, CNA)

- Increase the accessibility of the educational environment, including transportation and extra-curricular activities, for students who would otherwise be unable to attend school due to their medical issues
 - Provide consultation for teachers and other school staff on student specific health needs
 - Provide direct and indirect skilled medical interventions as specified on a physician directed medical plan of care.
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RFP Questions

A. Relevant Experience (25%)

1. How long has the contractor been in business in NC?
2. Has the contractor ever contracted with CMS before? If so, with what department and for how long?
3. How does the contractor handle issues that arise with clients?
4. Does the agency currently work with other school districts? Please provide a reference for each district.
5. Does the contractor have an internal diversity, equity, and inclusion committee or team? If so, when was it established and what was its mandate? Trainings? Certifications?
6. Please include the following: Job descriptions should be included for all positions that will be associated with the implementation of services.

B. Ability to Work on a Large Scale (25%)

1. For each type of service, how many staff members can you provide within 30 days of the contract begin date.
2. Provide a detailed description of how supervision and oversight of school-based staff will be provided.
3. Explain how the agency will ensure ongoing internal monitoring and quality assurance within each staffing program. Also, describe how you plan to evaluate your agency's effectiveness and efficiency of services to CMS.

C. Ability to provide services (20%)

1. How does the contractor handle issues that arise with individual staff members?
2. Describe your approach to staff retention. What is the average turnover rate for the last five years?
3. For Speech-Language Pathology services: Do you have any Clinical Fellows? If so, how do you assign supervisory responsibilities and what would you expect from CMS for their hours?
4. For Sign Language Interpreters: Do your sign language interpreters meet the North Carolina criteria for educational interpreting? If not, what license or certificate do they hold?
5. For Speech-Language Pathology (SLP) services: Do you use SLP-Assistants, and if so, will you provide the supervision of these individuals?

D. Project Readiness Timeline (10%)

1. Provide a sample of the monthly reporting you would present to CMS alongside your monthly invoicing.
 2. What actions would you need to take in order to be prepared to perform this work; and what would your timeline be from accepted proposal to performing the work?
 3. How long is your onboarding process? How do you prepare your staff before going into the school?
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E. Cost Structure (20%)

1. Proposed administrative cost structure-Justify your proposed administrative costs; describe how you would use current or new staff to administer this program.
 2. Provide pricing, hourly rate, based on job description and the scope described.
 3. Please describe your current pricing model/methodology.
 4. What are the itemized one-time, startup costs and recurring annual/monthly costs?
 5. Please list all services and features included in the proposed pricing.
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RATING AND SCORING OF PROPOSALS

Proposals will be evaluated on the following criteria and point allocations:

The CMBE is not obligated to accept the lowest cost proposal submitted by the firm with an acceptable Proposal.

Evaluation Criteria

A zero-point allocation in any area may disqualify a proposal from consideration

Criteria (% of total score)	4	3	2	1
Relevant Experience Quality of References 25%	Agency performs work of this nature regularly; strong references.	Some relevant experience; moderately strong references.	Little relevant experience; neutral references.	No relevant experience; no references.
Ability to Work on a Large Scale 25%	Agency is staffed and structurally able to implement services to our large district with few adjustments.	Agency is staffed and structurally able to implement services to our large district with many adjustments.	Agency is not staffed or structurally able to implement services to our large district but shows promise.	Agency is not staffed or structurally able to implement services to our large district; shows lack of understanding of school system.
Ability to provide services 20%	Agency can provide needed services with highly qualified staff.	Agency can staff positions needed.	Agency has limited staffing available.	Agency has little to no staffing available.
Project Readiness Timeline 10%	Existing organization structure results in short readiness timeline.	Minor adjustments needed to be prepared to administer the project.	Strong, feasible plan of action to get to a readiness state.	Plan of action suggests a lengthy start-up timeline.
Costs 20%	Costs are justified and reasonable based on presented structure.	Costs are moderately reasonable based on the presented structure.	Costs are somewhat high based on presented structure.	Costs are unreasonable based on the presented structure.

CLARIFICATION OF PROPOSALS

1. Qualified proposals will be evaluated and acceptance made based on the best value offered to the Charlotte-Mecklenburg Schools.
 2. Award Criteria: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items or may award each service to individual vendors, whichever shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. Bidders should show unit prices but are requested also to offer a fixed price.
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3. The Charlotte-Mecklenburg Board of Education may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/service proposed, and the Offeror shall furnish to the Charlotte-Mecklenburg Board of Education all such information and data for this purpose as may be requested.
 4. The Charlotte-Mecklenburg Board of Education reserves the right to reject any proposal if the evidence submitted by, or investigations of, such vendor fail to satisfy the Charlotte-Mecklenburg Board of Education that such vendor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
 5. This proposal does not commit the Charlotte-Mecklenburg Board of Education to award a contract or pay costs incurred in the preparation of this proposal.
 6. At their option, evaluators may request oral presentations or discussion with any or all vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the vendor.
 7. The Charlotte-Mecklenburg Board of Education reserves the right to negotiate with any vendor. The successful vendor may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
 8. The Charlotte-Mecklenburg Board of Education reserves the right to upgrade services and/or modify/add/delete the number accounts and/or features as the email environment changes either during the year or at the beginning of each year renewal.
 9. The Charlotte-Mecklenburg Board of Education reserves the right to accept any offer or to reject all offers with or without cause.
 10. Individual invoices must be issued for each purchase order received.
 11. Bid Evaluation: Bids are requested on the services as hereinafter specified. The Charlotte Mecklenburg Board of Education reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.
 12. Descriptive Literature: All bids must be accompanied by complete descriptive literature, specifications, and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they will be subject to rejection.
 13. Suitability for Intended Use: Bidders are requested to offer only comparable services which will provide the equivalent capabilities, features and diversity called for herein. The Charlotte-Mecklenburg Board of Education reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in The Charlotte-Mecklenburg Board of Education's best interest.
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14. Deviations: Any deviations from specifications and requirements herein must be clearly pointed out by the bidder. Otherwise, it will be considered that equipment and or services offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by The Charlotte-Mecklenburg Board of Education that deviations will be acceptable.
 15. The bidder 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 bid.
 16. Firm Bid: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.
 17. Demonstration: The Charlotte-Mecklenburg Board of Education reserves the right to require a demonstration (in person or webinar) of the services offered. Such demonstration would be performed at user's facility, by bidder or his authorized representative, before award of contract, upon request by The Charlotte-Mecklenburg Board of Education, free of charge to The Charlotte Mecklenburg Board of Education, and for the purpose of assessing suitability of the offered services for the intended use. Failure of bidder or his authorized representative to perform demonstration (if requested) in accordance with the above may be grounds for nullification of the bid. The results of such a demonstration would be considered in the award of contract.
 18. Reference to Other Data: Only information received in response to this RFP will be reviewed. Appendices are accepted.
 19. Disclosure: Please be aware that responses may be subject to disclosure under the North Carolina Public Act. If your firm is selected by CMS, the financial terms of the agreement will be public information. For clarification, please contact the CMS general counsel's office at 980-343-6228.
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PRICE PROPOSAL SHEET

RFP-163-01172024JR – Special Education Related and Support Services

Name of Contractor: _____

See attached Excel spreadsheet "Related Services Cost Proposal Sheet".

Name _____				Phone No. _____			
Address _____				Fax No. _____			
ZIP Code _____				E-Mail _____			
County _____				Website URL _____			

Service Type	Occupational Title or Service Detail	Standard Hourly Rate	Emergency Hourly Rate	After-Hours, Weekend, and Holiday Hourly Rate	Miscellaneous Administrative Fees (explain in Note column)	Minimum Time Requirement (minutes)	Note
Audiology	School Audiologists						
Behavior	Board Certified Behavioral Analysts						
Behavior	Registered Behavior Therapists						
Hearing	Teachers of the Deaf and Hard of Hearing						
Interpretation	On-Site Interpretation Services						
Interpretation	Spanish Interpretation Services						
Interpretation	Other Spoken Languages Interpretation						
Interpretation	Sign Languages Regular Meetings Interpretation						
Interpretation	Video Remote Interpreting						
Interpretation	Spanish VRI Interpreting						
Interpretation	Other Languages VRI Interpreting						
Interpretation	Sign Languages Regular Meetings VRI Interpretation						
Interpretation	Telephonic Interpretation						
Interpretation	Spanish Telephonic Interpreting						
Interpretation	Other Languages Telephonic Interpreting						
Mobility	Orientation and Mobility Specialists						
Music	Licensed Music Therapists						
Nursing	Registered Nurse						
Nursing	Registered Nurse Spec (Trach)						
Nursing	Licensed Practical Nurse						
Nursing	Licensed Practical Nurse Spec (Trach)						
Nursing	Certified Nursing Assistant-Level 1						
Nursing	Certified Nursing Assistant-Level II						
OT	Occupational Therapists (OT)						
OT	Occupational Therapy Assistants						
Psychology	School Psychologists						
PT	Physical Therapists (PT)						
PT	Physical Therapy Assistants						
Vision	Teachers of the Blind and Visually Impaired						
Special Edu	Special Education Teachers						
Special Edu	Special Education Assistants (Paraprofessionals)						
Speech	Speech Language Pathologists						
Speech	Speech Language Pathology Assistants						

Translation	Translation Services per word						
Translation	Spanish Translation Service per word						
Translation	Other Spoken Languages Translation Service per						
Other	Other Miscellaneous Administrative Services						

EXECUTION OF PROPOSAL

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 120 days from the date of the opening, to furnish the subject goods and services as outlined in their response.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

By signing the proposal, the vendor is accepting the Uniform Guidance terms and conditions listed.

BY: _____ TITLE: _____

Signature: _____ Date: _____

Typed or Printed Name: _____

Uniform Guidance procurement policy compliance statement:

“Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).” Additional information can be found at:

<http://www.cms.k12.nc.us/cmsdepartments/Finance/procurementservices/Pages/default.aspx>

ACCEPTANCE OF PROPOSAL

(Charlotte-Mecklenburg Board of Education)

Minority, Women, Small Business Enterprise Information

Charlotte-Mecklenburg Board of Education (CMBE) promotes full and equal access to business opportunities with Charlotte-Mecklenburg Schools (CMS). Minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors shall have a fair and reasonable opportunity to participate in CMS business opportunities.

Prime suppliers (i.e., those who deal directly with CMS) should support Charlotte-Mecklenburg School's M/W/SBE Program by making an effort to engage minority, women, and/or small businesses as subcontractors for goods and services for CMS to the extent available. Prime supplier's spending with M/W/SBE subcontractors constitutes Second Tier supplier diversity spending by CMS and the results of Second Tier spending is tracked within our program.

Each bidder or respondent to the solicitation shall submit with their bid the M/W/SBE Utilization Form. A listing of M/W/SBE firms and the CMS M/W/SBE guidelines may be obtained by contacting the M/W/SBE Administrator at 980343-8638.

Failure to complete and submit the M/W/SBE Utilization Form may render bid or proposal response invalid.

FEDERAL UNIFORM GUIDANCE

Minority, Women, and Small Business Enterprise (MWSBE) Certification

Entities should indicate their MWSBE status when responding to this Competitive Informal Quote

Check all that apply:

- ☐ Minority Owned Business
- ☐ Women Owned Business
- ☐ Small Business Enterprise

- ☐ **Yes**, I certify that my company has been certified by a bona fide certifying entity as a Historically Underutilized Business (HUB), including by way of example, and not limitation, such as the North Carolina Department of Administration, Carolinas Minority Supplier Development Council, National Minority Supplier Development Council, Women Business Enterprise Network Council, Greater Women's Business Council and/or City of Charlotte Small Business Enterprise Certification. **I have attached a copy of our certification to this form.**
- ☐ **No**, my company has not yet received MWSBE certification.
- ☐ **No**, my company is not a minority, woman, or small business enterprise.

Company Name (Please Print)

Signature of Authorized Representative

Print Authorized Representative Name

Date

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE) Utilization Form

For: Purchases of Goods and Services

We, _____ do certify that on the
(Bidder)

(Bid Description)

\$ _____
(Bid Number) (Dollar Amount of Bid)

This form must be completed regardless of the amount or lack of M/W/SBE participation attained.

I will expend a minimum of _____% of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/SBEs will be employed as vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

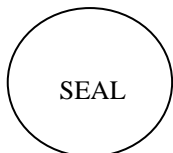
Name and Address	*M/W/SBE Category	Work description	Dollar Value

*M/W/SBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) Native American Indian (**N**), Female (**F**), Small (**S**), or Socially and Economically Disadvantaged (**D**)

The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My commission expires _____

FINAL CHECKLIST

1. Proposal information should be submitted to:

All bid responses shall be submitted electronically via the North Carolina electronic Vendor Portal (eVP) @ <https://evp.nc.gov/>. NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED.

All bid responses shall be submitted electronically via the North Carolina's eVP system. **You must be registered with NC's eVP to submit a bid. Register as soon as possible! It may take several days for your account to become active.**

Please go to this page to register <https://evp.nc.gov/>. A video on this process can be found at: <https://eprocurement.nc.gov/training/vendor-training/registering-evp>. Some FAQs are answered at: <https://eprocurement.nc.gov/system-tips/vendor-tips>. Please NOTE: CMS is NOT using NC eProcurement or Ariba Network.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

2. Proposals should be submitted **no later than February 9, 2024 @ 3:00PM, EST (Prevailing Local Time)**

3. The complete proposal must include:

- Part I:** Cover page
- Part II:** Executive summary (please provide an overview that includes information about your organization, experience & expertise, the services you provide, and how your organization proposes to contribute to this work.)
- Part III:** Pricing/Fee Proposal
- Part IV:** Signed Execution of Proposal
- Part V:** Federal Uniform Guidance MWSBE Certification
- Part VI:** MWSBE Utilization Form
- Part VII:** Copy of Signed Addenda (when applicable)
- Part VIII:** Detailed information answering the RFP questions & areas of interest (please answer these questions in order including the question number & question along with each response)
- Part IX:** References
- Part X:** Supplemental or ancillary materials required for Emergency Assistance to Homeless Students and Families

4. Each Proposal must include all Parts listed above to be considered a complete submittal. Failure to include all Parts could result in a rejection of the proposal.

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

REQUEST FOR PROPOSAL INSTRUCTIONS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, 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. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
 2. **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
 3. **ORAL EXPLANATIONS:** The Charlotte-Mecklenburg Board of Education shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
 4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
 5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
 6. **COST FOR PROPOSAL PREPARATION:** Any cost incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; The Charlotte Mecklenburg Board of Education will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the The Charlotte-Mecklenburg Board of Education, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of The Charlotte Mecklenburg Board of Education, from contract award. Only discussions authorized by The Charlotte-Mecklenburg Board of Education are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** 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 offerors shall become the property of The Charlotte-Mecklenburg Board of Education when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
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13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina Law.
 14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 The Charlotte-Mecklenburg Board of Education invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
 15. **DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
 16. **PROTEST PROCEDURES:** When an offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Chief Finance Officer of The Charlotte-Mecklenburg Board of Education. This request must be received within (10) ten consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offeror may call the Procurement Official listed on the first page of this document to obtain a verbal status of contract award. If the Chief Finance Officer can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar days of the receipt of the protest letter. If not, The Chief Finance Officer will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. The Chief Finance Officer will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the protest meeting. All decisions of the Chief Finance Officer shall be the final administrative review.
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THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and The Charlotte-Mecklenburg Board of Education ("CMBE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and CMBE with respect to the purchase by CMBE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to CMBE shall control. This Order constitutes an offer by CMBE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice, or in any other communication from Seller to CMBE shall be deemed accepted by or binding on CMBE. CMBE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until CMBE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by CMBE are subject to correction.
 2. **QUANTITIES:** Shipments must equal exact amounts ordered unless otherwise agreed in writing by CMBE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
 3. **PRICES:** If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give CMBE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to CMBE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
 4. **INVOICES:** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to CMBE's accounts payable department with a copy to the CMBE Project Coordinator.
 5. **FREIGHT ON BOARD:** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
 6. **TAXES:** Applicable taxes shall be invoiced as a separate item.
 7. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
 8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
 9. **DELAY IN SHIPMENT:** Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.
 10. **RISK OF LOSS:** Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by CMBE or its nominee.
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- 11. REJECTION:** All Goods and Services shall be received subject to CMBE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at a reduced price. CMBE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to do so, CMBE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.
- 12. COMPLIANCE WITH ALL LAWS:** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
- 13. REGISTERED SEX OFFENDERS:** Contractor acknowledges that CMBE Policy ADDA, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMS property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from CMS Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on CMS Property.
- 14. WARRANTIES:** Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by CMBE of the Goods and Services and shall run to CMBE and any user of the Goods or Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, CMBE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
- 15. INDEMNIFICATION:** Seller shall indemnify and hold harmless CMBE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless CMBE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of CMBE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CMBE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
- 16. INSURANCE:** Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Seller certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to CMBE and authorized to do business in the State of North Carolina: Automobile - Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Seller to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
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- 17. TERMINATION FOR CONVENIENCE:** In addition to all of the other rights which CMBE may have to cancel this Order, CMBE shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from CMBE to Seller. If the Contract is terminated by CMBE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. CMBE will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.
- 18. TERMINATION FOR DEFAULT:** CMBE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to CMBE law or equity, CMBE may procure upon such terms as CMBE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to CMBE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
- 19. CONTRACT FUNDING:** It is understood and agreed between Seller and CMBE that CMBE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of CMBE for any payment may arise until funds are made available to CMBE's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. CMBE shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
- 20. ACCOUNTING PROCEDURES:** Seller shall comply with any accounting and fiscal management procedures prescribed by CMBE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
- 21. IMPROPER PAYMENTS:** Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to CMBE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after CMBE notifies Seller in writing that a payment has been determined to be improper.
- 22. CONTRACT TRANSFER:** Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of CMBE.
- 23. CONTRACT PERSONNEL:** Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
- 24. KEY PERSONNEL:** Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the Contract).
- 25. CONTRACT MODIFICATIONS:** The Contract may be amended only by written amendment duly executed by both CMBE and Seller. However, minor modifications may be made by CMBE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to CMBE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
- 26. RELATIONSHIP OF PARTIES:** Seller is an independent contractor and not an employee of CMBE. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and CMBE. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.
- 27. ADVERTISEMENT:** The Contract will not be used in connection with any advertising by Seller without prior written approval by CMBE.
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- 28. NONDISCRIMINATION:** During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
- 29. CONFLICT OF INTEREST:** Seller represents and warrants that no member of CMBE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
- 30. GRATUITIES TO CMBE:** The right of Seller to proceed may be terminated by written notice if CMBE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of CMBE in violation of policies of CMBE.
- 31. KICKBACKS TO SELLER:** Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to CMBE in writing the possible violation.
- 32. MONITORING AND EVALUATION:** Seller shall cooperate with CMBE, or with any other person or agency as directed by CMBE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit CMBE to evaluate all activities conducted under the Contract. CMBE has the right at its sole discretion to require that Seller remove any employee of Seller from CMBE property and from performing services under the Contract following provision of notice to Seller of the reasons for CMBE's dissatisfaction with the services of Seller's employee.
- 33. FINANCIAL RESPONSIBILITY:** Seller is financially solvent and able to perform under the Contract. If requested by CMBE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by CMBE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CMBE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
- 34. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. CMBE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
- 35. INSPECTION AT SELLER'S SITE:** CMBE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for CMBE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
- 36. CONFIDENTIAL INFORMATION:** Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of CMBE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Seller agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced,
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manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of CMBE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

- 37. INTELLECTUAL PROPERTY:** Seller agrees, at its own expense, to indemnify, defend and save CMBE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that CMBE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
- 38. NO PRE-JUDGMENT OR POST-JUDGMENT INTEREST:** In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
- 39. BACKGROUND CHECKS:** At the request of CMBE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to CMBE criminal background check and drug testing procedures.
- 40. MEDIATION:** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
- 41. NO THIRD PARTY BENEFITS:** The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
- 42. FORCE MAJEURE:** If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of CMBE.
- 43. OWNERSHIP OF DOCUMENTS:** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by CMBE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.
- 44. STRICT COMPLIANCE:** CMBE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
- 45. GENERAL PROVISIONS:** CMBE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.
- 46. CONTRACT SITUS:** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
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COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **90 days** from the date of the opening, to furnish the subject services at the premium cost noted in the RFP.
