



**Charlotte-Mecklenburg Schools
Request for Proposals Addendum 1**

Purchasing Department
4421 Stuart Andrew Blvd. Rm. 210
Charlotte, NC 28217

Direct all inquiries to:	Invitation for Bids: 163-03052025TB
ANTHONY A BECKER	Bid due date: March 25, 2025
anthonya.becker@cms.k12.nc.us	Commodity: Temporary Personnel Services (UNSPSC Code: 80111600)

NOTICE TO BIDDERS:

Please be advised that this is Addendum I for RFP 163-03052025TB – Temporary Personnel Services. The questions and responses from vendors are listed below.

Addendum I contain the following collection of questions submitted for clarification regarding RFP 163-03052025TB – Temporary Personnel Services. All questions submitted regarding this RFP have been answered to the best of our ability.

Reference	Vendor Question	
Cover Page & Execution Page	Wrong UNSPSC Code Noted?	UNSPSC code was noted as 50111600 and should be 80111600 for Temporary Personnel Services
	Who is the incumbent for this Solicitation?	Jennifer Temps and Kelly Services
	What was the length and total spend for the current contract?	Please submit Freedom of information Act request on the CMS home page: https://cmsk12.nextrequest.com/
	Can you provide the previous winning Bid information?	Please submit Freedom of information Act request on the CMS home page: https://cmsk12.nextrequest.com/
	Will all current staff be retained by the new Vendor?	Undecided
1.0 PURPOSE AND BACKGROUND Page 4	What would be the number of awards you intend to give (approximate number)?	2, but CMS reserves the right to award in CMS's best interest
1.0 PURPOSE AND BACKGROUND Page 4	What are the estimated funds that are estimated to be allocated for this contract?	Approx \$3.5 million
2.4 RFP SCHEDULE Page 5	What is the tentative start date of this engagement?	7/15/25
General Question	Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?	New
General Question	Are there any pain points or issues with the current vendor(s)?	Inability to provide candidates for the northern and southern parts (near the SC line) of Mecklenburg County
General Question	Could you please share the previous spending on this contract, if any?	\$3.5 million

4.4 HUB PARTICIPATION Page 13	Is subcontracting mandatory? If yes, can we replace a subcontractor after an award?	No, Subcontracting is not necessary
4.4 HUB PARTICIPATION Page 13	Can we submit good faith efforts if we are unable to find a subcontractor?	Good faith effort would be appreciated.
General Question	How many positions were used in the previous contract (approximate)?	275
General Question	If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?	Vendor shall make every effort to have appropriate and qualified staff available.
ATTACHMENT A: PRICING FORM	Can we provide hourly rate ranges in the price proposal?	No – we will only pay what we specified in the RFP
5.1 GENERAL page 17	Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?	Service must be delivered on site in CMS school cafeterias. no remote work available.
4.5 VENDOR EXPERIENCE	Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?	Not required, vendor should manage the applicates to meet CMS's needs.
General Question	Could you please provide the list of holidays?	See 25-26 Academic Calendar available on the CMS website. Temp employees do not work on non-school days, including teacher workdays, annual leave days and holidays.
General Question	Are there any mandated Paid Time Off, Vacation, etc.?	Yes see 25-26 Academic Calendar. Days off are with no pay.
4.8 Financial Stability	References Attachment G as the "Certification of Financial Condition."	Certificate of Financial Condition shall be ATTACHEMENT L and must be turned in with your proposal.
3.9 N.C. LAW CLAUSE, page 12	Is the vendor required to furnish any proof of license or registration in the State of NC before it can conduct any business with the client?	Vendor would need to have a valid IRS EIN number and shall not be on any debar list.
4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION, page 14	a. What are the insurance requirements for this project?	Minimum Insurance requirements noted in the ATTACHMENTS C: CMS TERMS AND CONDITIONS and ATTACHMENT H: CONTRACT TEMPLATE page 8 of the Standard Terms and Conditions number 16.
4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION, page 14	B. Is a COI required to be submitted together with the proposal?	COI would need to be provided should a contract be awarded
ATTACHMENT A: Price Sheet	Please clarify the job title/s being requested for this project.	Job description is for culinary staff
General Question	a. What are the historical annual spending volumes in the project?	\$3.5 million
General Question	B. What is the estimated budget for this project?	Estimated budget is not relevant to this RFP. You are expected to provide your hourly rate or percentage for the fixed fee for service.

<p>General Question</p>	<p>Interested parties must notify the issuing agent before 10AM (EST) the day of the opening. A TEAMS Link will be distributed at that time.” How do we go about notifying the issuing agent?</p>	<p>The issuing agent (Anthony A Becker) must be contacted by email, outside of eVP. Note all proposals must be submitted in the eVP portal.</p>
<p><u>North Carolina General Terms and Conditions.</u> RFP, Page 2</p>	<p>This section states: “The North Carolina General Terms and Conditions are incorporated herein and shall apply.” Are these different terms than the Standard Terms and Conditions? If so, can you please provide to us so that we may review them?</p>	<p>Both are interchangeable for the purpose of this RFP.</p>
<p><u>Fixed Pricing.</u> RFP, Page 5 and Page 18, Section 5.1 and Page 22, Section 6.9</p>	<p>The total hourly rate will be firm for the length of this contract. However, in the event that the state or federal minimum wage is increased during the term of this contract, the hourly rate paid to employees may be increased to comply with state and/or federal mandates. The fixed fee for service may be adjusted, by mutual agreement, only by the amount of the increase in employment taxes resulting in an increase in the hourly rate. In addition to changes in minimum wage, we ask that Vendor be able to automatically increase pricing (upon thirty days’ prior written notice) for other government mandated increases such as state unemployment tax increases.</p>	<p>CMS would follow all required tax rates as set by state and federal regulations with approved supporting documentation.</p>
<p><u>Warranty/Guarantee</u> Attachment C, Page 1, Section 11, Page 2, Section 14, and Attachment H, Contract For Services, Page 7, Section 11, Contract for Services, Pages 7-8, Section 14</p>	<p>These sections reference a very generic warranty that is typical for deliverables, products, etc. For clarity, we suggest adding our standard Vendor guarantee, which CMS has had the benefit of receiving for a number of years: “Vendor guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Vendor will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first sixteen (16) working hours of an Assigned Employee’s assignment. If Vendor receives notice after an Assigned Employee’s first sixteen (16) working hours, Vendor will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services.”</p>	<p>Vendor would be warranting the service provide. Additional or clarifying language would need to be negotiated at the time of issuance of a contract. CMS Terms and conditions will prevail, if vendor must document any exceptions and add to their proposal.</p>
<p><u>Control/Supervision</u> Attachment C, Standard Terms and Conditions, Page 3, Section 26 and Attachment H, Contract for Services, Page 10, Section 26</p>	<p>The conduct and control of the work will lie solely with Vendor. Employees of Vendor shall remain subject to the exclusive control and supervision of Vendor. For clarification, below are specific responsibilities that both CMS and Vendor rely on as it relates to each other: Vendor:</p> <ul style="list-style-type: none"> • Source, recruit, select, and hire Assigned Employees; • Place Assigned Employees according to Customer’s requirements; • Pay Assigned Employees their wages and provide them the benefits that Vendor offers, inclusive of any government mandated benefits, as Vendor employees; 	<p>Additional or clarifying language would need to be negotiated at the time of issuance of a contract. CMS Terms and conditions will prevail, if vendor must document any exceptions and add to their proposal.</p>

	<ul style="list-style-type: none"> • Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA); • Provide workers’ compensation benefits and coverage for Assigned Employees; • Maintain Assigned Employees’ personnel and payroll records related to their employment by Vendor; • Comply with laws, rules or regulations applicable to providers of staffing services <p>CMS:</p> <ul style="list-style-type: none"> • Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency and safety procedures, safe use of equipment, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information; • Provide adequate internal controls, supervision, security and instructions for Assigned Employees; <p>Supervise the performance of Assigned Employees using the same degree of diligence used to supervise its own employees;</p>	
Section 2.10 PROPOSAL CONTENTS, page 7	<p>RFP states: “Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order as one PDF document the pricing sheet shall be submitted in total as part of the response and shall be submitted in its original form as a stand-alone document”</p> <p><u>Question:</u> Do you want the pricing sheet submitted twice---once as part of our response pdf <u>AND</u> once as a separate standalone pdf?</p>	Yes, that is correct.
Section 2.10 PROPOSAL CONTENTS, letter c) page 7	<p>RFP states: c) Completed and signed version of EXECUTION PAGE, along with the body of the RFP.</p> <p><u>Question:</u> Do you want us to sign the Execution Page <u>AND</u> include your whole RFP document (all 23 pages) with our response? OR do you want us to just include the signed Execution page?</p>	Please follow the instructions in the RFP.
Section 4.8 FINANCIAL STABILITY, page 14	<p>RFP states: Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.</p> <p><u>Question:</u> We did not find an “Attachment G: Certification of Financial Condition” with your RFP package. The Attachment G is labelled – “ ATTACHEMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS “</p>	Certificate of Financial Condition shall be ATTACHEMENT L and must be turned in with your proposal. (Added in this Addendum)
Section 7.0 ATTACHMENTS, page 22	<p>Attachments I, J, and K are mislabeled. Titles of these attachments are different when you open up the documents.</p> <p><u>Question:</u> Should we label them in our response as they appear when you open up the document?</p>	Please keep them labeled by their title. Certification Regarding Debarment Certification of Independent Price Certification of Financial Condition (Added in this Addendum)

<p>Section 4.8 Financial Stability</p>	<p>Paragraph two states, "Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION." The Attachment G provided listed on p. 22 of the RFP and available in the portal is LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS, not CERTIFICATION OF FINANCIAL CONDITION. There is no attachment in the portal named CERTIFICATION OF FINANCIAL CONDITION. Where can we locate the CERTIFICATION OF FINANCIAL CONDITION attachment?</p>	<p>Added Attachment L : Certification of Financial Condition with this Addendum.</p>
<p>General Question</p>	<p>We noticed that attachments I, J and K do not appear to correspond with the information outlined in the main document. To ensure accuracy and alignment with RFP requirements, could you please confirm if these are the correct attachments or if updated versions are available?</p>	<p>Please keep them labeled by their title. Certification Regarding Debarment Certification of Independent Price Certification of Financial Condition (Added in this Addendum)</p>