

Request for Proposals

For School-Based Mental Health Services in Winston-Salem/Forsyth County Schools

RFP 260-02032025-859100

2025-2026



Issue Date: February 3, 2025

Applicants must be currently licensed to provide the specified services.



Winston-Salem Forsyth County Schools (WS/FCS) is seeking partners with community-based behavioral health providers for School-Based Mental Health Services. To be eligible for these services, providers must provide staff with all required and appropriate degrees and licensure to provide mental and behavioral health services to students, demonstrated experience in providing outpatient therapeutic services to individuals with various diagnoses, be able to provide case consultation onsite for student services teams and administrators, have procedures for on-call, after-hour services or, 24-hour access to support for students and families during the school year and during student holidays/vacations and summer breaks, and maintain confidentiality.

Eligible providers will be selected through a review process by the Request for Proposals (RFP) team. Potential partners must meet preliminary program standards to be considered as a provider, and if selected, must demonstrate high quality service to continue providing services in the district.

One (1) original and six (6) copies of the RFP submission should be delivered to John Mann at the address shown below no later than 2:00 PM EST March 27, 2025, for members of the RFP team. RFP submissions may not be submitted via facsimile machine or electronic mail. Respondents should allow sufficient mail delivery time to ensure timely receipt. Failure to provide all the requested information or otherwise comply with these provisions may disqualify an agency. Should the agency be selected, the agency must enter into an agreement containing additional contract terms and conditions as outlined in the Memorandum of Understanding (MOU).

All qualified RFPs will be evaluated, and selection will be made based on consideration of the following criteria:

Criteria	Points
<p>Introduction: Provide detailed information on the following aspects of the agency to include the following.</p> <p>Mission and Vision: A brief overview of the driving force behind your organization.</p> <p>Background and History: Key milestones offering insights into your organization's journey.</p> <p>Overview of Services: A comprehensive overview of the mental health services your agency currently offers, particularly those tailored for school settings.</p> <p>Target Population: Specify the target population your agency primarily serves, including any demographic details or characteristics.</p> <p>Agency Values and Principles: Share the core values and principles, emphasizing any commitments to inclusivity, diversity, and other relevant values.</p> <p>Goals for Providing School-Based Mental Health Services: Clearly articulate the goals of school-based mental health services from your perspective.</p>	25

Benefit to WS/FCS Schools/Families/Students: Elaborate on the specific benefits you anticipate bringing to WS/FCS schools, families, and students.	
<p>Experience and Qualifications: Provide a comprehensive list of the clinical staff and supervisors who would be assigned to our school. For everyone, include the following details:</p> <p>Licensure: Confirm that all clinical staff and supervisors hold the required licensure. This confirmation is vital, indicating their professional competence and adherence to ethical standards.</p> <p>Brief Vita: Include a brief vita for each staff member, providing insights into their education, length of employment, credentials, and specific experience in delivering school-based mental health counseling services.</p>	10
<p>In addition to the above, we also request information on the following:</p> <p>Training: Provide details on additional training, including verbal de-escalation, restraint, Positive Behavioral Interventions and Supports (PBIS), and bloodborne pathogen (OSHA) training.</p> <p>Screenings: Include documentation of drug screening and criminal background checks for all clinical staff and supervisors.</p> <p>TB Test: Submit proof of the successful completion of a TB test for each team member. This measure is crucial to ensure the health and safety of both staff and students.</p>	5

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<p>Intake/Assessment/Referral Process: Our evaluation process places significant emphasis on the efficiency and effectiveness of the intake, assessment, and referral process. Please provide detailed information on your referral process, intake procedures, and the specific assessment instruments utilized to identify students in need of mental health services. Additionally, clarify the time frame from referral to service delivery. We are particularly interested in understanding your referral connections and processes for children who may require a higher level of care and how that process takes place.</p>	20
<p>Services and Supports: Accommodating students with varying intellectual abilities is integral to ensuring inclusive mental health services. Please outline how your agency tailors' services to accommodate diverse intellectual abilities, including details on outpatient, individual, group, and community support services. Your response should highlight the comprehensiveness of the support services offered.</p>	20

<p>Capacity: To assess your agency's capacity, we are interested in your ability to provide high-quality, in-school services to multiple schools. Share your agency's history and record of past performance at schools, emphasizing successful outcomes. Additionally, provide information on the availability of trained and qualified substitutes, adherence to curriculum standards, and the documentation process. In the context of evolving service delivery, please specify your agency's provision of telehealth services.</p>	20
<p style="text-align: center;">Total Score</p> <p>The combined evaluation of the above criteria will contribute to the total score for your agency's proposal. We appreciate your thorough responses to these sections, which will greatly assist us in evaluating the potential fit and effectiveness of your services in our educational environment.</p>	100

Agencies should submit their response to:

Winston-Salem/Forsyth County Schools
Attention: John Mann Jr., Director of Procurement Services
475 Corporate Square Drive
Winston-Salem, NC 27105

Please Note: WS/FCS has the right to retain all materials submitted in response to the Request for Proposal (RFP), and there is no obligation to return them. It is important for the respondent to clearly indicate any legitimate and appropriately confidential or proprietary materials included in the response. These materials should be marked accordingly and should also be referenced in the response itself as well as any accompanying cover letter or document.

All questions related to this RFP must be submitted via email by 2:00 p.m. on March 13, 2025, to: John Mann, Director of Procurement Services at jwmann@wsfcs.k12.nc.us. All responses to questions or requests received by this deadline will be addressed.

Request for Qualifications to Provide School-Based Mental Health Services

The Winston Salem Forsyth County Schools (WS/FCS) is seeking proposals for School-Based Mental Health Providers to support students. The agreement will be in effect for one school year initially, with the possibility of renewal every three years based on progress and the quality of services provided.

The Winston Salem Forsyth County Schools (WS/FCS) will collaborate with community-based behavioral health providers to offer School-Based Mental Health Services. To be eligible for partnership, providers must be credentialed Medicaid providers. The selection process for eligible providers will involve a thorough and rigorous review. Potential partners must meet initial program standards to be considered, and if chosen, they must demonstrate the delivery of high-quality services to maintain their status as service providers within the district.

Proposal:

The Winston Salem Forsyth County Schools (WS/FCS) is inviting proposals from licensed and certified providers of Mental Health Services. These services may include Outpatient Therapy, Individual and/or Group Therapy, and/or Community Support Services and Resources. The providers should express their interest in offering these services during the upcoming 2025-2026 school year within WS/FCS.

The proposals should encompass all the performance requirements and specifications outlined. Providers may also mention any additional services that go beyond the standards of professional practice or the specified requirements. Furthermore, the proposals should include a record of recent similar work conducted in school districts, including WS/FCS.

It is important to note that WS/FCS aims to enhance access to outpatient mental health services, improve the availability of mental health services for its students, and provide consultation to teachers and other school staff regarding the support and services for students with mental health needs and related matters.

Winston Salem Forsyth County Schools (WS/FCS), the fourth largest district in North Carolina, is an urban school system with 81 schools and a student population of approximately 54,000. The district serves a diverse population: 33.6% of the students are white; 29.8% are African American; 28.4% are Hispanic; 5.4% are multiracial; 2.5% are Asian; and less than 1% are American Indian or Native Hawaiian/Pacific Islander.

WS/FCS is seeking proposals from qualified and licensed agencies/providers to offer various mental health services to its students. These services include comprehensive clinical assessments, individual therapy, group therapy, and on-site consultation. WS/FCS invites appropriately qualified providers to submit their proposals for consideration.

Agencies/providers must have at least 3 years of experience in good standing, 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. All applicants must be able and eligible to bill Medicaid and to provide pro bono services to 1 student for every 10 students billed.

Letter of Intent:

Please include the agency name, mailing address (local address if different from headquarters), telephone number, email address, webpage, name of primary contact and name of executive director/CEO.

Proposal Submission Requirements /Specifications

Organizational Overview

1. **Agency History:** Describe your organization's background, including its experience working with school-age children and in public school settings. Highlight relevant services offered in school-based environments.
2. **Agency Philosophy:** Outline the agency's treatment approaches, philosophies, goals, and objectives as they relate to the district's desired outcomes for mental health services.
3. **Agency Services:** Describe the range of services your agency will provide in school-based settings and for the families of school-based clients. Include your plans for addressing student needs during the summer months when school is not in session.

Operational Capacity

4. **Agency Capacity:** Provide an analysis of your agency's capacity to meet district needs. Specify the number of full-time equivalent therapists your agency can assign, assuming a caseload of 35 clients per therapist/per school. Outline your staffing and oversight plan to commence school-based mental health services. Indicate any preferences for age groups, school levels, or geographic locations. Include details on your ability to provide telehealth services as a complement to in-person care to ensure continuity of service.
5. **Referral Processing:** Describe your agency's procedures for managing referrals, communication with parents and school staff, and maintaining waitlists. Explain your strategies for preventing service gaps due to vacancies or absences and confirm your ability to provide a substitute therapist as required by the school district.

Service Delivery and Quality Assurance

6. **School-Based Program Staffing:** Explain how your agency ensures all school-based staff are licensed clinicians. Include details on training, supervision, and support for therapists. Highlight your ability to serve diverse linguistic and cultural populations.
7. **Quality Control:** Describe your approach to ensuring high-quality, research-based services tailored to student needs. Explain your organizational structure for supporting and supervising therapists, as well as mechanisms for quality monitoring.
8. **School-Based Service Delivery:** Provide examples of relevant projects from the past five years that demonstrate your agency's expertise. Include contact information for references. Discuss how your agency envisions collaboration between school-based therapists and school staff to align with the district's mental health goals.

Compliance and Collaboration

9. **Confidentiality in the School Setting:** Explain your agency's procedures for maintaining Health Insurance Portability and Accountability Act (HIPAA) compliance while adhering to Federal Family Educational Rights and Privacy Act (FERPA) and district safety policies.

10. Collaborative Relationships: Outline strategies for engaging with the school community and fostering positive working relationships with parents, school staff, and administrators.

Billing and Financial Policies

11. Medicaid and Private Insurance Billing:

Detail your agency's ability to bill Medicaid and private insurance. Include commitments to serving uninsured and underinsured clients. Emphasize that WS/FCS is not financially responsible for services rendered.

Compliance Documentation

12. Liability Insurance: Confirm that your agency can provide documentation of required liability insurance coverage. Minimum coverage would include, but not limited to workers compensation, commercial liability insurance in a minimum of \$1,000,000.00 single limit, \$2,000,000.00 aggregate from an insurance company licensed in NC.

Proposals must be submitted in the format outlined in this section, with each of the sections completed in full. Each of the sections described below should begin on a

Desired District Outcomes

Increased student achievement over time

Students with behavioral and emotional difficulties often struggle academically, leading to poor academic achievement. These achievement deficits may stem from low skills, but they are also linked to missed instruction caused by disciplinary problems and difficulties paying attention due to poor coping skills. The Winston-Salem/Forsyth County Schools (WS/FCS) expect that by providing mental health services to these students, their academic performance will improve over time. To monitor and measure their progress, academic assessments will be used to track their performance.

Improved student attendance

Children facing mental health challenges often experience poor attendance at school due to various reasons such as psychiatric hospitalizations, fears and anxieties related to school, disciplinary actions resulting in suspension, and even incarceration. The Winston-Salem/Forsyth County Schools (WS/FCS) aim to improve children's attendance by providing them with mental health services. To monitor and track the attendance of students receiving school-based mental health services, WS/FCS will utilize PowerSchool, a data collection system.

Decreased in-school & out-of-school suspension

Children with mental health challenges, especially those displaying externalizing behaviors, often experience frequent out-of-school suspensions (OSS) over time. WS/FCS expects that students receiving mental health therapy will see a reduction in suspension days during and after their treatment compared to before. PowerSchool will be utilized to gather relevant data on OSS for students receiving school-based mental health services.

Similarly, children facing mental health challenges, particularly those exhibiting externalizing behaviors, may accumulate numerous in-school suspensions (ISS) over time. WS/FCS predicts that by improving coping skills through mental health therapy, these students will experience a decrease in the number of suspension days during and after treatment compared to before. PowerSchool will be employed to track ISS data for students receiving school-based mental health services.

Increased positive coping skills

Coping skills enable children to effectively navigate and meet the demands of their environment, despite any behavioral or emotional difficulties they may face. The expectation is that children who receive school-based mental health services will enhance their coping skills, leading to improved social, behavioral, and emotional functioning. The assigned Agency responsible for providing these services will share both the baseline and end data from their standard assessment of coping skills.

Agency Outcome Expectations

Outcome measures and tracking procedures will be required. Eligible/selected providers will be responsible for submitting a process by which they will track outcomes of services provided to students on a quarterly basis.

Individualized Therapy

It is expected that agencies will offer individual therapy to referred students who require long-term support or clinical expertise for their mental health needs. Furthermore, if clinicians identify the need for a higher level of care beyond their practice scope, a referral plan should be established to address the student's needs effectively.

Medication Management

The agency therapist is responsible for referring students to the agency's staff medical doctor when there is a perceived need for medication intervention, if applicable. Along with supporting the family, the agency is expected to provide ongoing medication consultation for both the family and the student or refer them to an appropriate community provider. Furthermore, the agency therapist will consult with school staff to gather information about perceived behavioral and emotional changes related to medication management and communicate that information to the treating physician.

Intensive In-Home or Multi-Systemic Therapy Services

It is highly desirable for agencies offering school-based mental health services to provide intensive in-home or multi-systemic therapy services to eligible students. If necessary, the agency should refer to appropriate community providers.

Intensive in-home services aim to reduce psychiatric and substance abuse issues, manage crises, provide comprehensive support, and prevent out-of-home placements for students, while keeping them in their homes whenever possible. This enables students to have consistent educational access, which is linked to higher achievement.

Family Therapy

It is expected that the agency will offer family therapy when necessary to support students in reaching their therapy goals. Family therapy can be conducted at various locations, such as the home, agency office, or a mutually agreed-upon community setting.

Summer Services

During the Winston-Salem/Forsyth County Schools (WS/FCS) summer break, if applicable, agencies are expected to continue providing mental health services for students. These services can be delivered at different locations, including the home, agency office, or another agreed-upon community setting upon parental request.

General MOU Terms and Conditions

Memorandum of Understanding (MOU)

1. **Final Authority of WS/FCS and School-Based Principals:**

- WS/FCS and school-based Principals have ultimate authority over mental health services and provider access.

2. **Restrictions on Recruiting Efforts:**

- Prohibits AGENCY from recruiting students or parents for mental health services.
- No recruitment based on students' eligibility or financial options.

3. **Conditions for Mental Health Providers:**

- Providers must sign and adhere to guidelines in a Memorandum of Understanding.
- Services determined necessary by school-based administration or student services personnel.
- Communication required with WS/FCS prior to service delivery.

4. **Person-Centered Plan (PCP) and Behavioral Interventions:**

- Aligns PCP services with the student's program of services.
- Behavioral interventions determined by the AGENCY, in partnership with the parent/guardian.
- Requires evaluation procedures for intervention strategies.

5. **Support for Best Practices and Evidence-Based Interventions:**

- AGENCY commits to supporting best practices with evidence-based interventions.
- Progress monitoring documented throughout the treatment plan.
- Mandatory quarterly meetings with the Mental Health Program Services Coordinator.

6. **Liability and Insurance:**

- AGENCY provides liability insurance and assumes sole liability for any harm caused.
- AGENCY indemnifies and holds harmless WS/FCS for harm caused.

7. **Documentation and Accreditation:**

- Provides documentation for accreditation, licensure, and inclusion in the authorized provider network.
- Includes policies and procedures, such as a code of conduct, personnel policies, and client's rights.

8. **Qualifications and Clearances:**

- Employees must be trained in verbal de-escalation and restraint techniques.
- Requires background checks, drug screens, and specific educational qualifications.

9. **Admission to Appropriate Mental Health Services:**

- AGENCY commits to not delaying or inhibiting admission to appropriate mental health services.

10. Notification of Changes and Substitute Personnel:

- AGENCY notifies WS/FCS of changes in direct Mental Health workers.
- Substitute personnel subject to all policies and procedures.

11. Background Checks and Compliance with Policies:

- AGENCY ensures employees are not listed on sex offender registries.
- AGENCY agrees to abide by all WS/FCS Board Policies and Administrative Regulations.

12. Communication with Schools and Substitutes:

- Requires open communication between WS/FCS and AGENCY about strategies and interventions.
- AGENCY provides substitute workers for unexpected absences and communicates changes promptly.

Please note that the WS/FCS Board Policies and Administrative Regulations can be accessed [here](#). We kindly request that your staff is familiar with these policies and knows where to find them for reference.

As a representative of WS/FCS, we extend our gratitude for your interest in providing School-Based Mental Health services to our students. Your proposal is valuable to us, and we appreciate the effort put into this application. Should there be a need for further clarification or discussion, please feel free to contact us. We anticipate the possibility of a meaningful collaboration to enhance the mental health support for our students. Thank you for your dedication to the well-being of our school community.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.

The WINSTON SALEM FORSYTH COUNTY SCHOOLS (WS/FCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **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 bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost- effective.

We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in the quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.

11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** WS/FCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** WS/FCS reserves the right to require a list of users of the exact item offered. WS/FCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- Any applicable taxes shall be invoiced as a separate item.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WS/FCS as determined upon consideration of such factors as: 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 bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WS/FCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WS/FCS or the bidder, WS/FCS reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, WS/FCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WS/FCS to be pertinent or peculiar to the purchase in question.

All contracts are awarded contingent upon the availability of funds.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WS/FCS 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.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the WS/FCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the bidder. 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.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder’s expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become WS/FCS property. Each individual sample must be labeled with the bidder’s name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the WS/FCS Purchasing Officer at the address given in the solicitation document entitled “Mailing Instructions”. This request must be received in the Purchasing

Department within (5) consecutive business days of the e-mail notification to the offeror of WS/FCS' intent to maintain the original award. The offeror must submit a written protest letter to the WS/FCS Purchasing Officer. This letter must contain specific reasons and any supporting documentation for the protest.

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WINSTON SALEM FORSYTH COUNTY SCHOOLS (WS/FCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WS/FCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WS/FCS.

22. SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- B. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. If the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

Each prime contractor will be responsible for all their employees and all of their subcontractors working under them.

On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the principal. This list will contain the name of each person on site and the company they work for.

- C. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.
 - 1. Child Molestation or Abuse or indecent liberties with a child;
 - 2. Rape.
 - 3. Any Sexually Oriented Crime.
 - 4. Drugs: Felony use, possession or distribution.
 - 5. Murder, manslaughter or other death related charge; or
 - 6. Assault with a deadly weapon or assault with intent to kill.
- D. Any individual with a prior conviction or pending charges contained in the list, shall be banned (not allowed) from any school project or property.

- E. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.
- F. WS/FCS, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WINSTON SALEM FORSYTH COUNTY SCHOOLS (WS/FCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WS/FCS reserves the right to request performance bond or other acceptable alternative guarantees from successful bidder without expense to WS/FCS.
2. **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 contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. WS/FCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** All payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by WS/FCS.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G. S. 143-59.1 bars the Secretary of Administration from entering contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** WS/FCS 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 WS/FCS 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.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods.

9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **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.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save WS/FCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of this type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be more than the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
17. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, 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 contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

19. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to WS/FCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** WS/FCS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for an increase may be submitted with WS/FCS reserving the right to accept or reject the increase, or cancel the contract. Such action by WS/FCS shall occur not later than 15 days after the receipt by WS/FCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **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 will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
2. The **Davis–Bacon Act** of 1931 is a [United States federal law](#) that establishes the requirement for paying the local [prevailing wages](#) on [public works](#) projects for laborers and mechanics. It applies to "contractors and subcontractors performing on [federally funded or assisted](#) contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works".
3. The Iran Divestment Act is a state law that prohibits public investment in companies that support Iran's energy sector. The law also prevents state and local governments from contracting with companies that engage in certain investment activities in Iran.

PLEASE ATTACH YOUR PROPOSAL

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, WSFCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
(<https://ncadmin.nc.gov/businesses/hub>)

MBE INFORMATION: (Required)

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

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

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

Vendor

Signature:

Print Name:

Date: