

Johnston County Public Schools Student Services Refer <u>ALL</u> Inquiries to: Michelle Bizzell Telephone No: 919-934-6032 Ext. 2117	REQUEST FOR PROPOSALS NO. 200-JCPS-SBMH-2025-CR School Based Mental Health Program Partnership
	Award Notice will be given via email
	Contract Type: Memorandum of Understanding (MOU)
	Commodity: Co-Located Outpatient Mental Health and Behavioral Health Services
E-Mail: michellebizzell@johnston.k12.nc.us	Using Agency Name: Johnston County Public Schools
(Bids must be sent by email to <michellebizzell@johnston.k12.nc.us>.)	

BACKGROUND

Johnston County Public Schools (JCPS) is committed to fostering the academic, social, and emotional well-being of all students. Since 2020, JCPS has developed and implemented a School-Based Mental Health (SBMH) Program to address the growing mental health needs among its student population. Recognizing that mental health is essential to student success, JCPS is currently partnered with 6 external providers to deliver school-based mental health services directly on campus.

As the district continues to grow and the demand for accessible, responsive mental health support increases, JCPS seeks to expand its network of highly qualified providers through this Request for Proposals (RFP). This RFP solicits applications from licensed mental health agencies and providers capable of offering co-located outpatient behavioral health services within JCPS schools. Successful providers will be required to enter into a Memorandum of Understanding (MOU) with JCPS and must demonstrate the capacity to initiate planning with the district by August 2025, with full service implementation beginning October 2025.

JCPS is a rapidly growing public school district in North Carolina, currently serving more than 37,000 students. At the start of the 2025–2026 school year, the district will include 24 elementary schools, 1 K–8 school, 12 middle schools, 1 6–12 school, 7 traditional high schools, 1 virtual K–12 school, 1 6–12 alternative school, and 2 small specialty high schools. The SBMH Program is currently active in 43 schools. Through this RFP, JCPS seeks to expand services to include an additional 4 elementary schools and 1 middle school in the 2025-2026 school year.

NOTICE TO BIDDERS

All proposals must be submitted via email and received by Johnston County Public Schools, Student Services, no later than **Thursday, July 10, 2025, at 10:00 a.m. (EST)**. Proposals should be emailed to **Michelle Bizzell** at MichelleBizzell@johnston.k12.nc.us with the subject line: **PROPOSALS RFP No. 200-JCPS-SBMH-2025-CR**

Proposals must be submitted in **PDF format**. Submissions via facsimile (fax), mail, telephone, or verbal delivery will **not** be accepted.

**Historically Underutilized Businesses are encouraged to bid. Proposals are also welcomed from small private therapy practices and locally based mental health organizations that meet the minimum requirements for partnership.*

ANTICIPATED TIMETABLE

Event	Responsibility	Date & Time (Location if Applicable)/Deadline
Post RFP	JCPS	June 3, 2025
Pre-Bid Meeting	JCPS	June 17, 2025 at 10:00 AM EST A.G. Glenn Building, Team Room 306 501 S 2nd Street, Smithfield, NC 27577
Submit Written Questions to Michelle Bizzell via email: MichelleBizzell@johnston.k12.nc.us	Vendor	June 3, 2025- June 18, 2025 Deadline June 18, 2025 at 4:00 PM EST
Provide Responses to Questions at this LINK	JCPS	June 19, 2025 by 4:00 PM EST
Submit Bids	Vendor	July 10, 2025 by 10:00 AM EST
Award Notice	JCPS	July 24, 2025

PRE-BID MEETING

A non-mandatory Pre-Bid Meeting will be held on June 17, 2025 at 10:00 AM EST at the A.G. Glenn Building- Team Room 306, located at 501 S 2nd Street, Smithfield, NC 27577. The purpose of this meeting is to provide a brief overview of the JCPS SBMH Program to prospective vendors. This in-person meeting will last approximately 45–60 minutes. Please note, there will not be a virtual option to participate.

BIDDER QUESTIONS

All questions concerning this RFP or any request for additional data or information must be submitted in writing via email to Michelle Bizzell by emailing <MichelleBizzell@johnston.k12.nc.us>, subject line must reference **QUESTIONS RFP No. 200-JCPS-SBMH-2025-CR**, by **June 18, 2025 by 4:00 PM EST**

Responses to these questions will be provided **no later than June 19, 2025 at 4:00 PM EST** via this [LINK](#). JCPS will make every effort to provide answers to questions within 24 hours of receiving the question via the Link provided. Questions received after the timeframe provided to submit questions are not guaranteed to be answered. JCPS will make every effort to answer any and all questions submitted.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
HAS YOUR COMPANY BEEN DEBARRED, SUSPENDED EXCLUDED OR INELIGIBLE FROM DOING BUSINESS WITH EITHER THE STATE OR FEDERAL GOVERNMENT? YES _____ NO _____			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

MINIMUM QUALIFICATIONS:

To be considered for a partnership with JCPS through the SBMH Program, applicants must meet specific baseline criteria to ensure legal, ethical, and operational readiness. These qualifications ensure that all participating providers are appropriately licensed, financially and administratively sound, and capable of delivering high-quality mental health services in compliance with state, federal, and district standards. To be considered for this RFP, applicant organizations must meet the following minimum qualifications:

- **Insurance Eligibility:** Applicants must be in-network or able to demonstrate a clear, timely plan to become in-network with all NC Managed Care Plans operating in Johnston County, including Medicaid, Alliance Health, AmeriHealth Caritas North Carolina, Healthy Blue of North Carolina, UnitedHealthcare of North Carolina, WellCare of North Carolina, and Carolina Complete Health. Applicants should also participate with major private insurance providers.
- **Self-Pay Rate Structure:** Applicants must offer self-pay or sliding scale rates that are fair, transparent, and comparable to the prevailing rates for outpatient mental health services in Johnston County.
- **Compliance and Good Standing:** All applicants must be in good standing with all relevant federal, state, and local oversight entities. This includes, but is not limited to, the following requirements:
 - Full compliance with all applicable regulations and licensing standards.
 - No outstanding tax liabilities or unresolved penalties with the IRS, NC Department of Revenue, NC Department of Labor, or NC Secretary of State.
 - Active, current registration status (if organized as a corporate entity).
 - No history of contract termination, suspension, payment freezes, or unresolved overpayments with any LME/MCO, NC DHHS division (including NC Medicaid/NC Division of Health Benefits, DMH/DD/SAS, or DHSR).
 - No unresolved or active sanctions from licensing boards, accrediting bodies, or other regulatory agencies.
- **Service Delivery Format:** Applicants must be able to align with the district's preferred service delivery model. At this time, in-person services are strongly preferred.
- **Disclosure Requirements:** Applicants must disclose any pending or past sanctions, lawsuits, disciplinary actions, or insurance claims within the past five years. This includes actions related to Medicare, Medicaid, licensure boards, or regulatory agencies. In addition, no owner or managing employee of the applicant may have previously owned or managed a provider involuntarily terminated from participation in Medicare or any state's Medicaid program or have unresolved overpayments to LME/MCOs or DHHS.
- **Final Determinations and Appeals:** JCPS considers any regulatory action by DHHS or an LME/MCO final upon notification unless under active appeal. JCPS may choose to pend decisions for up to 90 days to await final resolution. If no decision is rendered within that period, the applicant will be deemed not in good standing.

SCOPE OF PROPOSAL:

This section outlines the expectations, responsibilities, and service delivery standards for mental health providers partnering with JCPS through the SBMH Program. It is intended to guide applicants in understanding the operational requirements of delivering services within the school setting, in alignment with JCPS policies, procedures, and commitment to student well-being.

Mental and behavioral health services provided to JCPS students under this RFP must adhere to the following principles and guidelines:

- Services must be delivered by licensed professionals (LCSW or LCMHC) who are supervised and have access to consult with other licensed professionals as needed.
- Family engagement is essential at the initiation and throughout the treatment process. Services may only be provided to actively enrolled JCPS students with documented parental/guardian consent. Providers must follow JCPS's referral protocols and collaborate with the district to develop and use approved consent forms and service information materials.
- Services should be strength-based, proactive, and designed to promote resilience and positive development among students and their families.
- Providers must demonstrate a commitment to building collaborative relationships with JCPS, including district-level staff, the school-based mental health specialist, and school staff at assigned locations.
- Services must follow a least intrusive, least restrictive approach and be responsive to the individual needs of each student in the school setting.
- All provider staff must comply with JCPS regulations, procedures (including background checks and screening processes), and Board Policies when delivering services on school property or virtually under the SBMH Program.

- Providers/agencies are responsible for verifying insurance, managing billing, obtaining required signatures and documentation, and securing signed releases of information as applicable.
- Providers must accept referrals for students who are uninsured. Preference will be given to agencies contracted with Alliance Health and eligible to access IPRS (Integrated Payment & Reporting System) funding. Providers should accept Medicaid, NC Standard Care Plans, and be in-network with major private insurance carriers. As a minimum expectation, providers should offer one pro bono case for every nine paid cases.
- Services are expected to occur during the standard school day (approximately seven hours), on school campuses. To support families, providers should also be able to offer off site or virtual assessment sessions during evenings, if necessary.
- Providers must ensure continuity of care during school breaks, including Winter Break, Spring Break, and Summer Break.

PROPOSAL REQUIREMENTS AND FORMAT

To ensure consistency and facilitate an efficient review process, proposals should follow the structure outlined below. Applicants should organize their responses using clearly labeled headings that correspond with each section. Proposals that do not substantially follow this format may be considered non-responsive.

Section A: Introduction (3 pages max)

Organizational Overview and Qualifications

1. Provide a detailed overview of your organization or agency, including your business, professional, clinical, administrative, financial, and technical qualifications. Explain why your organization is well-suited to provide the requested services and outline any distinguishing features that set your organization apart. This is your opportunity to highlight the strengths and capabilities of your organization that would make you a strong partner for JCPS.

Approach to School-Based Mental Health Services and Collaboration with School Staff

2. Briefly describe your approach to delivering school-based mental health services, specifically how your organization will address the needs of JCPS students. Focus on how your proposed services will align with JCPS's goals, ensure student engagement, and integrate effectively with the school environment. In your response, emphasize your approach to collaborating with school leadership, support staff, and teachers to foster a supportive and cohesive school culture. Describe how your team will work alongside school personnel to create a unified, effective environment for student mental health, while navigating the dynamics of school policies, school leadership structures, and adult collaboration. Include any key strategies or best practices your organization uses to build trust, ensure coordination, and promote a shared commitment to mental health within the school community.

Consultant Information (if applicable)

3. If your organization is working with an external consultant to assist with this RFP, please provide the name and relevant qualifications of the consultant. If no external consultant is used, state 'Not Applicable'.

Section B: Organizational Background and Expertise (10 pages max)

This section will assess your organization's history, expertise, and capability to provide the requested services in compliance with relevant laws, standards, and regulations. Responses should demonstrate your organization's competencies in clinical services, systems oversight, staff qualifications, best practices, consumer and family satisfaction, and infrastructure for mental health services. Please address the following:

Organization's History and Experience

4. How long has your organization/agency provided mental health services to children and adolescents?
5. How many Johnston County youth does your agency currently serve? Please specify the timeframe for your response (e.g. current school year, past calendar year).
6. If applicable, provide a list of previous or current MOU/MOAs or contracts with other school districts, including start and end dates. Attach relevant documentation.

Implementation Timeline

7. Provide a detailed implementation plan, including a timeline for onboarding both your organization and school-based therapists (anticipated August 2025 onboarding for your organization, September 2025 for school sites, and October 2025 service delivery).

8. What are the essential steps and timelines your team needs from the district to ensure a successful onboarding by August/September?

Staffing and Infrastructure

9. Provide an organizational chart of your current staffing structure and the specialized certifications (e.g., Trauma-Informed Therapist) of therapists proposed for the SBMH program.

10. Describe the clinical supervision plan and infrastructure in place to address challenges in meeting specific client needs (e.g., students with severe trauma or medical issues).

11. Explain your strategies for recruitment, retention, and support of qualified staff. Please include the average length of time therapists remain with your organization and any efforts you make to promote staff longevity, particularly for those serving in school-based roles.

12. Provide an overview of your staffing capacity for co-located service delivery in both elementary and secondary school settings. What is the projected caseload per therapist per day and per week? Please indicate whether your school-based therapists would be full-time or part-time in their school assignments, and whether they also carry a community-based caseload. If applicable, describe how time is allocated between school-based and community-based responsibilities.

13. How will your organization respond if referral demand exceeds the current therapist's caseload capacity at a partnered school site? Please describe your plan for scaling up services, including how you will ensure timely access to care, maintain service quality, and add clinical support as needed.

14. What is the desired number of schools you wish to partner with? Please indicate whether you are open to partnering with all grade levels (elementary, middle, and high school) or if you have specific preferences. If you have limitations, such as age-specific experience or staffing capacity, please describe them.

Clinical Practices and Evidence-Based Models

15. Describe the clinical service model(s) your organization employs, including evidence-based practices for mental health and substance use challenges in the school setting.

16. How does your organization's service delivery model address diverse student needs, including varying intellectual abilities, special communication needs (e.g., deaf or blind), and those affected by trauma or substance use?

17. Describe the service philosophy, including your agency's commitment to the principles of recovery and resiliency, and how these principles will be integrated into the treatment of JCPS students.

Intake, Scheduling, and Assessment Coordination

18. Describe your organization's intake procedure for students referred for school-based mental health services. How does your process ensure timely engagement from receipt of referral to initiation of services? Please include details about guardian involvement, required documentation (including any electronic systems used), and how your team communicates with school staff throughout this process.

19. How does your organization address challenges or delays in completing the intake process—such as difficulty contacting guardians, incomplete paperwork, or lack of engagement? What strategies are used to ensure students in need are not lost in the referral process?

20. How will your organization coordinate services to minimize disruption to academic instruction and integrate scheduling with the school day? Describe your approach to working with school staff to balance mental health service delivery with students' instructional time and other school-based commitments.

21. What assessment instruments are utilized during the intake process and how long does it take to complete an assessment? If needed, how will additional resources be allocated to meet demand?

22. How will school staff, families, and other relevant agencies be involved in the treatment planning process, and what role will they play in ongoing treatment?

Discharge and Transition Planning

23. Describe your organization's discharge planning process, including how discharge recommendations are communicated to families and how school staff will be involved.

24. How does your organization ensure continuity of care and the smooth transition of students to other services, if needed, upon discharge?

Collaboration with Schools and Community Engagement

25. Explain how your organization collaborates with school system staff to ensure effective student support, including participation in 15-45 minute monthly virtual meetings with the school team and SBMH Specialist.

26. How do you currently engage with schools and families to raise awareness of mental health issues and reduce stigma?

27. Provide details on your past experiences working with schools and how you overcame any challenges.

Training and Quality Assurance

28. Describe your organization's commitment to staff training, including the required and ongoing professional development opportunities for staff working in the co-located school setting.

29. What systems and processes are in place for internal monitoring and quality assurance of the SBMH program to ensure fidelity to the service delivery model?

Insurance and Billing

30. List the insurance companies your organization is in-network with, specifically those available to the school-based therapists.

31. How will your organization support students who do not have insurance or cannot afford copay expenses? Please explain any plans for providing services to uninsured or underinsured students, including pro bono service expectations.

Outcomes and Data Utilization

32. Describe how your organization evaluates consumer outcomes, and how you use this data to improve the quality of care and service delivery.

33. How will your organization use performance indicators, survey results, and stakeholder feedback to adjust and improve services?

34. How is your agency structured to provide monthly encounter updates to the school district, including types of services rendered, frequency, duration, and all other pertinent details indicated on the JCPS Provider Data Tracking Tool (provided by the school district) to determine the impact and effectiveness of services? Please describe how your agency will manage data submission, including information on demographics, insurance provider, status of referral/student engagement, referral date, assessment date, date of first service, primary language of service, number of sessions, discharge/referral information, and any notes regarding attempts to engage parents/guardians. Additionally, how does your agency ensure the accuracy and timely submission of these data points, and what is your process for addressing any discrepancies or issues with data collection?

Crisis Response and Emergency Services

35. Provide your policies and procedures for crisis response, including coverage by first responders.

Self-Pay Rates

36. Attach or include your self-pay rates for SBMH outpatient therapy services, including rates for Comprehensive Clinical Assessment (60+ minutes), therapy sessions (53+ minutes, 38-52 minutes, and 16-37 minutes).

DEVIATIONS Any deviations from specifications and requirements herein must be clearly pointed out by the bidder in **BLUE** ink. Otherwise it will be considered that items offered are in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet in **BLUE** ink. However, no implication is made that deviations will be acceptable. 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.

PROPOSAL EVALUATION

All proposals will undergo a multi-phase evaluation process to ensure fair and thorough review. Proposals will first be assessed for completeness and compliance with the required format during a pre-screening phase. Proposals that meet the [minimum criteria](#) will proceed to the formal evaluation stage.

A selection committee, designated by JCPS, will evaluate eligible proposals. Reviewers will use a [standardized Evaluation Tool](#) aligned with the criteria outlined in this RFP. If additional clarification is required, JCPS reserves the right to request follow up information or conduct interviews with selected applicants. If your organization is selected for an interview, you will be notified via email with further instructions.

The evaluation process will consider both the substantive quality of the proposal and the applicant's demonstrated ability to deliver high-quality, school-based mental health services in a timely, collaborative, and sustainable manner.

- Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.
- Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.
- Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.
- Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.
- JCPS will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

AWARD CRITERIA

The successful applicant(s) selected by JCPS will be required to enter into a Memorandum of Understanding (MOU) to formalize the partnership. Award notifications will be made on or around July 24, 2025, via phone and email to the designated contact listed on the Execution Form (see page 3).

If applicable, award of the MOU may be contingent upon successful credentialing. Specifically, if the selected provider is not currently credentialed with Alliance Health's closed network or enrolled with private insurance panels, the award will be conditional pending completion of the credentialing process.

The initial term of the agreement will extend through August 31, 2026. Renewal of the agreement may be considered based on satisfactory performance, which includes timely service delivery, collaborative engagement with school staff, adherence to reporting requirements, and overall service quality during the contract period.

TERMS AND CONDITIONS

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.
663059712. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Request for Proposals, the specifications. Johnston County Public Schools ("JCPS") 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.
663059713. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Proposals.
 - **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.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
663059714. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
663059715. **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, and (3) Instructions to Bidders.
663059716. **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.
663059717. **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.**
663059718. **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.
663059719. **RECYCLING AND SOURCE REDUCTION:** It is the policy of JCPS 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 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 JCPS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
663059720. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the Purchasing Department on the cover sheet of this document. Do not contact anyone outside of the purchasing department directly. Any and all revisions to this document shall be made only by written addendum from JCPS Purchasing Department. 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.
663059721. **ACCEPTANCE AND REJECTION:** JCPS 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.
663059722. **REFERENCES:** JCPS reserves the right to require a list of users of the exact item offered. JCPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
663059723. **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 JCPS 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 JCPS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by JCPS or the bidder, JCPS reserves the right to accept any item or group of items on a multi-item bid. SCS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, JCPS 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 SCS to be pertinent or peculiar to the purchase in question.

663059724. **HISTORICALLY UNDERUTILIZED BUSINESSES:** JCPS 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.
663059725. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, JCPS 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.
663059726. **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 JCPS 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.
663059727. **AWARD PROCEDURES:** Contract award notice shall be posted on JCPS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
663059728. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Johnston County Public Schools Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to JCPS. Unless formally waived by SCS, the existence of a family relationship covered by this Contract is grounds for immediate termination by JCPS without further financial liability to the Bidder.
663059729. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, JCPS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. JCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to JCPS.
663059730. **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 Bidder to notify in writing JCPS, indicating the specific regulation which required such alterations. JCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
663059731. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the JCPS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse 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.
663059732. **SITUS:** The place of this contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
663059733. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
663059734. **INSPECTION AT BIDDER'S SITE:** JCPS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for JCPS 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.
663059735. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) from other customers.

663059736. **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.

663059737. **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.

663059738. **PATENT:** The Bidder shall hold and save JCPS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by JCPS or disclosure of any information pursuant to the NC Public Records Act.

663059739. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted.

However, upon written request approved by the purchasing department and solely as a convenience to the Bidder, JCPS may:

- a. Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and
- b. Include any person or entity designated by Bidder as a joint payee on the Bidder's payment check.

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

663059740. INSURANCE:

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

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

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

- c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Johnston County Public Schools Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the JCPS Board of Education for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

663059741. **GENERAL INDEMNITY:** The Bidder shall hold and save JCPS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against JCPS agents who are involved in the delivery or processing of Bidder goods to JCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

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663059742. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall 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.
663059743. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
663059744. **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 Bidder to other customers.
- a. **Notification:** Must be given to JCPS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** SCS 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 increase may be submitted with JCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by SCS shall occur not later than 15 days after the receipt by JCPS 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.
663059745. **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.
663059746. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. JCPS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if SCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
663059747. **ACCESS TO PERSONS AND RECORDS:** JCPS auditors shall have access to any records as a result of this bid or the Contract. SCS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
663059748. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

663059749. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

663059750. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

JCPS Purchasing Department Ethics Policy and Standards of Conduct

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

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

Conflict of Interest:

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

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

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

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

Gifts to Employees:

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

JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE

Regulation Code: 6420-R2 Johnston County Public Schools Bid Protest Procedure

Purpose

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

Procedure

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written request for a protest meeting within thirty (30) calendar days after award of contract. Request for Bid, Request for Proposals in accordance with [01 NCAC 05B .1519](#) Protest Procedures.

The protest must be addressed to the Director of Purchasing and must include all the following information:

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

After careful consideration of all relevant information the Director of Purchasing shall make a written decision within 10 calendar days of receipt of the request or schedule a meeting within 30 calendar days of the contract award.

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

CONTRACT PROVISIONS

By submission of a proposal, the Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon fund availability or required state matching funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.