

	<p align="center"><b>WINSTON SALEM FORSYTH COUNTY SCHOOLS</b>  <b>Request for Proposals</b>  <b>Strategic Tutoring Services</b>  <b>260-09122025-8613</b></p> <p align="center"><b>Purchasing Department</b>  <b>475 Corporate Square</b>  <b>Drive, Winston Salem, NC</b>  <b>27105</b></p>
<b>Direct all inquiries to:</b>	<b>Request for Proposals:</b>
John Mann	<b>Bid due date: October 2, 2025, at 2:00 pm</b>
<a href="mailto:jwmann@wsfcs.k12.nc.us">jwmann@wsfcs.k12.nc.us</a> 336-748-4005	<b>Commodity: Educational Services</b>

**NOTICE TO BIDDERS**

Bids, subject to the conditions made a part hereof, will be received at this office 475 Corporate Square Drive, Winston Salem NC 27105, until October 2, 2025, at **2:00 PM EST** on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine in response to this Invitation for Bid **will not** be accepted.

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor 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, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids will not be accepted.**

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	FAX NUMBER:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		TITLE	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**1.0 PURPOSE AND BACKGROUND**

Winston-Salem/Forsyth County Schools (WS/FCS) is seeking proposals from qualified vendors to provide services to students as part of the district's goals to raise student achievement, close achievement gaps, and enable all students to take ownership of their learning in the area of Strategic Tutoring.

**2.0 GENERAL INFORMATION**

This RFP is comprised of the base bid document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. Bids shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

**TAXES**

WS/FCS is **NOT** tax-exempt. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.

## **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, 168A-3. WS/FCS Board of Education promotes full and equal access to business opportunities with WS/FCS. Minority businesses are encouraged to submit bids for this project. All vendors shall have a fair and reasonable opportunity to participate in WS/FCS business opportunities.

## **INSURANCE**

### ***Certificate of Insurance***

Each vendor shall furnish WS/FCS a certificate of insurance showing that the required workmen's compensation and public liability insurance are carried by the Contractor. The certificate of insurance should show that it is issued to or at the request of the Winston-Salem/Forsyth County Schools Board of Education, Winston-Salem, North Carolina. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commission of Insurance of North Carolina.

The certificate of insurance shall include substantially the following provision: The insurance policies to which this certificate refers shall not be altered or canceled until after ten (10) days' written notice of such cancellation or alteration has been sent by certified mail to the Winston-Salem/Forsyth County Schools Board of Education, Winston-Salem, North Carolina.

### ***Public Liability Insurance***

The vendor shall maintain public liability insurance covering his liability for bodily injury and property damage which may arise from his operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:

1. A combined single limit (CSL) of \$1,000,000 each occurrence, or
2. A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability

An occurrence form of policy will be required, and the certificate of insurance submitted by the Contractor must be personally signed by a resident licensed agent of each of the companies listed on that form.

### ***Worker's Compensation Insurance***

The Contractor shall maintain during the life of his contract all such workmen's compensation insurance as is or may be required by the laws of North Carolina.

### ***Terms and Conditions***

It shall be the vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP.

All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

**3.0 SPECIFIC INFORMATION**

**PRE-BID CONFERENCE**

There will be no pre-bid conference for this RFP.

**BID QUESTIONS**

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best bid possible. To accommodate the bid questions process, vendors shall submit any such questions by **September 26, 2025, at 1:00 pm EST.**

**Instructions:**

Written questions shall be emailed to John Mann, Jr. [jwmann@wsfcs.k12.nc.us](mailto:jwmann@wsfcs.k12.nc.us) by the date and time specified above. Vendors will enter “RFP #260-09122025-8613 – Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

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

**BID SUBMITTAL**

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **One (1) Original, four copies & one digital copy (thumb drive preferred)** should be addressed in an envelope with the RFP number as shown below. It is the responsibility of the bidder to have the bid in the WS/FCS Purchasing Office by the specified time and date of opening.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, bid

number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a bid via facsimile (FAX) machine, telephone, or electronic means, including but not limited to email, in response to this Request for Proposals will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

## **MAILING INSTRUCTIONS**

### **DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:**

RFP No. 260-09122025-8613  
John Mann, Jr.  
WS/FCS Purchasing Department  
475 Corporate Square Drive  
Winston Salem, NC 27105

## **BRAND NAME**

**Unless otherwise indicated**, manufacturer names and model numbers specified are used for purposes of identifying and establishing general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. The specifications following are the minimum acceptable by WS/FCS. Any deviations from the specifications shall be so stated in writing in the bidder's response. Please include in your response manufacturers' model numbers along with prices of items offered. Submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection.

## **REFERENCES**

WS/FCS reserves the right to require upon request a list of references from other school districts or similar service agencies for which the company has provided the services or goods solicited in this RFP. WS/FCS may contact these users to determine quality level. Such information may be considered in the evaluation of the bid.

## **WARRANTY**

The vendor warrants to the owner that all equipment furnished under these specifications will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of 12 months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

If applicable, please be sure to describe your best warranty offering, any special training or special benefits at no charge that may be available, and any unique benefits you may offer. Award may be determined by best value analysis—not necessarily the lowest price received.

## **TRANSPORTATION CHARGES**

Free on board (FOB) to designated sites in Forsyth County, NC, with all transportation charges prepaid and included in the bid price.

## **4.0 AWARD AND BID EVALUATION**

### **REVIEW AND AWARD**

It is the intent of WS/FCS to award this Request for Proposals to the responsible bidder(s) who best matches the needs of the district. WS/FCS reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the best interest of WS/FCS. All projects are awarded contingent upon funding. Schools will make determinations which service provider they may choose to enter into a contract once service providers have been selected, service providers chosen does not guarantee a contract with any or multiple schools. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 120 days.

### **BACKGROUND INFORMATION**

WS/FCS is the fourth largest school system in North Carolina and the 78th largest school system in the nation. The district comprises 81 schools with a total enrollment of approximately 50,000 students and 8,000 employees. Of those 81 schools, 42 are elementary schools, 14 are middle schools, 15 are high schools, and 10 are special or alternative schools. For more information, please visit [www.wsfcs.k12.nc.us](http://www.wsfcs.k12.nc.us).

WS/FCS will offer comprehensive strategic tutoring programs at WS/FCS schools and at participating non-public schools. Tutoring services provide each student with personalized support in reading, math, and STEM, delivered through a variety of structured formats, including small-group and one-on-one sessions. Tutoring sessions will utilize data-informed instruction to meet student needs. Strategic tutoring services are designed to create safe, engaging environments, strengthen academic performance, and support whole-child well-being.

- Strategic tutoring services during the school day, as well as before and after school, that are high-leverage and evidence-based to increase student achievement. Tutoring services should address literacy, mathematics, and STEM, and should be high-dosage (at least 3 times a week). Tutoring services should be offered in a small group or one-to-one setting and must include communication and collaboration with both partner schools and families.

## **SCOPE OF WORK, PERFORMANCE REQUIREMENTS, AND EVALUATION CRITERIA**

### **STRATEGIC TUTORING SERVICES**

WS/FCS seeks qualified service provider(s) to provide tutoring services to identified students in grades K-12.

- 1) Tutoring services should include, but are not limited to, the following:

- Provide individual and/or small group tutoring sessions during the week for an identified group of students.
  - Offer multiple tutoring sessions to students during the week – at least 3 sessions of at least one hour in duration per week.
  - Maintain an adult: student ratio not to exceed 1 adult to 8 students.
  - Provide tutoring in multiple academic areas, including but not limited to the following key tested areas: literacy, mathematics, STEM.
  - Offer tutoring during the normal school day and/or outside the normal school day.
  - Provide weekly contact with the parents and families of students receiving tutoring.
  - Collaborate with teachers, school leaders and academic instructors to identify and monitor the progress of students receiving tutoring services.
  - Provide periodic (at least monthly) student progress reports and future goal planning.
- 2) Outcomes of tutoring services should include, but are not limited to, the following:
- Increased student self-confidence.
  - Better decision making by students.
  - Greater student academic achievement in tested areas.
- 3) Increased student engagement and student motivation in learning Preferred providers will:
- Have two or more years' experience tutoring at-risk students in grades K-12.
  - Established connections with the County of Forsyth County and all municipalities.
  - Have a staffing plan that includes licensed educators and/or describes training plans for non-licensed educators.

All qualified bids will be evaluated, and award(s) will be made based on consideration of the following criteria:

<b>Requirement within Scope of Work</b>	<b>Evaluation Criteria and Supporting Documentation</b>
Must maintain an adult: student ratio not exceeding 1 adult to 8 students.	Provide a proposed staffing plan based on staffing capacity.
Tutoring is high-dosage and addresses multiple tested academic areas.	Provide fee schedule as well as sample program schedules for tutoring services that include literacy, mathematics, and STEM and is offered at least 3x/week for a minimum of an hour/session.
Tutoring is aligned to North Carolina state standards and leverages high-quality instructional materials that are appropriate for targeted grade level and student populations	Provide sample schedules for tutoring; provide list of curricular materials utilized as well as their alignment to state standards; provide staff training plan.
Accountability is present for the quality of tutoring and student academic growth is continuously monitored and reported once a month.	Provide a sample of the monthly progress report (submitted by tutors) that covers, at a minimum, learning goals, content covered, progress notes, and next steps or provide an acknowledgment that you will utilize district progress report.
Tutors must complete any required district-led training sessions covering curricular goals, logistics, materials, active learning techniques, etc.	Acknowledgement that tutors will attend all required training sessions.
A pre-assessment to establish baseline data on student performance and a post-assessment of academic progress will be required for each student in grades 3-12 participating in the program.	Provide a sample of the pre- and post-assessments that will be used to determine student growth.

<b>Requirement within Scope of Work</b>	<b>Evaluation Criteria and Supporting Documentation</b>
Must have written emergency protocol, approved by the school principal, that addresses emergency situations including but not limited to lockouts, lockdowns, evacuations, and medical emergencies, if tutoring services are offered outside the school day or off-site.	Provide emergency protocol that addresses emergency situations including but not limited to lockdowns, evacuations, missing students, and medical emergencies.
Must provide specific documentation outlining hiring procedures and criteria including qualifications and background checks that meet local, state, and federal requirements.	Provide job description and/or posting and employee background check process for on-site personnel.
Must collaborate and plan with school principal an opportunity for families to learn about the program and register students (ex. Open House at the school for families to meet program staff, etc.) and maintain regular contact with parents and families (ex. newsletters, reports, and informal conversations with parents as they drop off or arrive to pick up their children).	Provide sample communication plan and/or sample materials to be used with parents and families.

**5.0 Request for Proposal Documentation**

Responses to this RFQ/RFP are due October 2, 2025, at 2:00 p.m. (EST). Applicants must submit their qualifications and proposals to John Mann, Jr., 475 Corporate Square Drive, Winston Salem, NC 27105. Please provide One (1) Original copy and Four (4) additional copies and flash drive

The Vendor’s proposal itself shall be organized in the following order, with each section clearly indexed:

A proposal describing the services being offered in response to the requirements of this RFP detailing the following:

- I. **Summary of Experience:** In no more than 3 double spaced pages, this section shall contain:
  - A. individual’s qualifications/experiences for personnel who will provide services.
  - B. explanation of the previous relevant work experience with projects of this nature.

- II. **Proposal Response to Scope of Work and Performance Requirements:** In no more than 6 double spaced pages, required documentation not included in the page limit, this section shall contain:
  - A. summary of the proposed anticipated methodology, approach, and timetable for this engagement.
  - B. description of services and capabilities as outlined in the Scope of Work and Performance Requirements section of this RFP.
  - C. description of unique elements and offerings within the proposed plan
  - D. description of target grade levels and/or geographic area(s) within Forsyth County and/or specific schools to be served.
  - E. clear statements of any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and succinct. If any service or requirement cannot be performed, the Proposer shall state 'not applicable' or 'unable to perform.'
  
- III. **Detailed Fee Proposal:** In no more than 3 double spaced pages, required documentation not included in the page limit, this section shall contain:
  - A. The anticipated fee and expense structure for the items listed in the Scope of Services Section of this document, which may include administrative costs, salary/hour rates for on-site personnel, and supplies and materials. This may take the form of a rate structure.
  - B. Must include a per student or hourly rate for services.
  
- IV. **Three (3) verifiable references.** It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. Each reference provided shall include:
  - A. Reference's Name/Contact Person
  - B. Address, City, State, and Zip
  - C. Contact Person Phone Number
  - D. Contact Person Email Address
  - E. Brief Project Scope
  - F. Time Frame
  
- V. **Supporting documentation** referenced in Evaluation Criteria
  - A. Required for all areas of the RFP: Before and/or After School Services, Strategic Tutoring, and Student Mentoring Services.
    - 1. Schedules of structured, evidenced-based activities.
    - 2. Staffing plan supporting proposed program.
    - 3. Job description/posting for employees and others providing services.
    - 4. Employee background check process.
    - 5. Employee training schedule(s)/plan.
    - 6. Emergency protocol, if providing services before and/or outside the school day and/or off-site, if applicable.
    - 7. Sample communication plan and/or sample materials for family engagement.

- B. Additional Required Documents for Strategic Tutoring Services
  - 1. List of curricular resources utilized in proposed program.
- C. Additional Required documents Student Mentoring Services
  - 1. Mentor recruitment strategies/plan.
  - 2. Plan for matching mentors and mentees.

To be considered, each applicant must submit a complete response to this solicitation. Proposals should be carefully worded and must convey all information requested in order to be considered responsive. Proposals that do not contain all required documents will be considered unresponsive and may be eliminated from consideration. If clarification of any term or condition of this RFP is needed, address a written request via electronic mail to John Mann, [jwmann@wsfcs.k12.nc.us](mailto:jwmann@wsfcs.k12.nc.us).

**6.0 SCORING RUBRIC**

**STRATEGIC TUTORING SERVICES**

<p align="center"><b>Request for Proposal Scoring Rubric: STRATEGIC TUTORING SERVICES Request for Proposal Elements</b></p>	<p><b>Score (0-3)</b>  <b>0 = No or Insufficient Evidence</b>  <b>1 = Limited Evidence</b>  <b>2 = Adequate Evidence</b>  <b>3 = Strong Evidence</b></p>	
<p><b>I. Summary of Experience – not to exceed 3 double spaced pages</b></p>	<p>Weight: 1.0</p>	<p>Max Points: 3</p>
<p>A. individual’s qualifications/experiences for personnel who will provide services.          B. explanation of the previous relevant work experience with projects of this nature.</p>		
<p><b>II. Proposal Response to Scope of Work and Performance Requirements – not to exceed 6 double spaced pages, required documentation not included in the page limit</b></p>	<p>Weight: 2.0</p>	<p>Max Points: 6</p>
<p>A. summary of the proposed anticipated methodology, approach, and timetable for this engagement.          B. description of services and capabilities as outlined in the Scope of Work and Performance Requirements.              1. Must maintain an adult: student ratio not exceeding 1 adult to 8 students.              2. Tutoring is high-dosage and addresses multiple tested academic areas.              3. Tutoring is aligned to North Carolina state standards and is appropriate for targeted grade level and student populations.              4. Must provide a sample of the monthly progress report or acknowledgement that you will use the district progress report.              5. Acknowledgement that tutors will attend required training sessions.              6. Must provide a sample of the pre- and post- assessments that will be used to determine student growth.              7. Must have written emergency protocol, approved by the school principal, that addresses emergency situations including but not limited to lockouts, lockdowns, evacuations, and medical emergencies, if tutoring services are being offered outside the school day or off- site.              8. Must provide specific documentation outlining hiring procedures and criteria including qualifications and background checks that meet local, state, and federal requirements.              9. Must collaborate and plan with the school principal an opportunity for families to learn about the program and to register students (ex. Open House at the school for families to meet program staff, etc.) and maintain regular contact with parents and families (ex. newsletters, reports, and informal conversations with parents as they drop off or arrive to pick up their children).          C. Description of unique elements and offerings within the proposed plan.          D. Description of target grade levels and/or geographic area(s) within Forsyth County and/or specific schools to be served.          E. Clear statements of any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and succinct. If any service or requirement cannot be performed, the Proposer shall state ‘not applicable’ or ‘unable to perform.’</p>		

<b>III. Detailed Fee Proposal – not to exceed 3 double spaced pages; required documentation not included in the page limit</b>	Weight: 2.0	Max Points: 6
<p>A. The anticipated fee and expense structure for the items listed in the Scope of Services Section of this document, which may include administrative costs, salary/hour rates for on-site personnel, and supplies and materials. This may take the form of a rate structure.</p> <p>B. Must include a per student or hourly rate for services.</p>		
<b>IV. Three (3) verifiable references:</b>	Weight: 1.0	Max Points: 3
<p>It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. Each reference provided shall include</p> <p>A. Reference’s Name/Contact Person  B. Address, City, State, and Zip  C. Contact Person Phone Number  D. Contact Person Email Address  E. Brief Project Scope  F. Time Frame</p>		
<b>V. Supporting documentation referenced in Evaluation Criteria</b>	Weight: 2.0	Max Points: 6
<p>A. Schedules of structured, evidence-based activities.  B. Staffing plan supporting proposed program.  C. Job description/posting for employees and others providing services.  D. Employee background check process.  E. Employee training schedule(s)/plan.  F. Emergency protocol, if providing services before and/or outside the school day and/or off-site, if applicable.  G. Sample communication plan and/or sample materials for family engagement  H. List of curricular resources utilized in proposed program.</p>		
<b>Total Points (Maximum points = 24)</b>		

## **Pricing Proposal/ Budget Contract**

WS/FCS is seeking to enter a 1-year contract with an additional (four) 1-year renewal cycle as agreed upon by both parties.

## **Availability of Funds, Fiduciary Responsibility, and Termination**

Any contract awarded under this RFP is contingent upon the availability of appropriate funds. The district's obligation to pay is limited to the funds available, and the district may reduce, modify, or terminate the contract if funding is reduced or unavailable.

The district has a fiduciary responsibility to ensure public funds are spent prudently. Service Providers must maintain complete records of all costs and provide access to such records upon request.

The district may terminate the contract, in whole or in part, at its convenience and without cause. In such cases, the Service Provider will be paid only for services performed and accepted up to the termination date, and for any approved, non-cancelable obligations incurred before termination. Service Providers are not entitled to lost profits or other consequential damages.



## **ATTACHMENT I: SUPPLEMENTAL VENDOR INFORMATION**

### **HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, THE STATE invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and nonprofit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact **the North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a. Is Vendor a Historically Underutilized Business?  Yes  No

b. Is Vendor Certified with North Carolina as a Historically Underutilized Business?

Yes  No If so, state HUB classification: \_\_\_\_\_

## 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 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 aforementioned 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 require 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:** Any and 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 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.
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. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by

procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.

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 such 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 in excess of 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.

**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 at all times 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.

17. **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.

18. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT(EXCLUDING SALES TAXES) OF**

**EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE**

This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by WS/FCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by WS/FCS under this contract.

19. **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. 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 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.