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|       | <p><b>WINSTON SALEM FORSYTH COUNTY SCHOOLS</b></p> <p><b>Request for Qualifications<br/>2024 Summer School Service<br/>Providers</b></p> <p><b>Purchasing Department<br/>475 Corporate Square<br/>Drive, Winston Salem, NC<br/>27105</b></p> |
| <p><b>Direct all inquiries to:</b></p>   | <p><b>Request for Qualifications: 260-01172023-8613</b></p>  |
| <p>John Mann</p>   | <p><b>Bid due date: 1/25/24 at 2:00 pm</b></p>   |
| <p><a href="mailto:jwmann@wsfcs.k12.nc.us">jwmann@wsfcs.k12.nc.us</a> 336-748-4005</p> | <p><b>Commodity: Services</b></p>  |

### **NOTICE TO BIDDERS**

Bids, subject to the conditions made apart hereof, will be received at this office, 475 Corporate Square Drive, Winston Salem, NC 27105, until **January 25, 2024, 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 Qualifications (RFQ), 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 the 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 RFQ, 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 the 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 the offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

## 1.0 PURPOSE AND BACKGROUND\_\_\_\_\_

Winston-Salem/Forsyth County Schools (WS/FCS) is seeking qualifications from vendors to provide services to students as part of its Summer School offerings addressing the impact of the pandemic and learning loss.

## 2.0 GENERAL INFORMATION\_\_\_\_\_

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

### TAXES

WS/FCS is **NOT** tax-exempt. Unless otherwise indicated, the 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 that 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 RFQ 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 RFQ.

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 the 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 a pre-bid conference for this RFQ on Monday, January 22, 2024, at 10 am via [Click here to join the meeting](#)

#### BID QUESTIONS

Upon review of the RFQ documents, vendors may have questions to clarify or interpret the RFQ to submit the best bid possible. To accommodate the bidders' questions process, vendors shall submit any such questions by **Tuesday, January 23, at 10:00 am 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 "RFQ #260-01172023-8613– Questions" as the subject of the email. Question submittals will include a reference to the applicable RFQ section and be submitted in the format shown below:

| Reference                | Vendor Question     |
|--------------------------|---------------------|
| RFQ 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 RFQ, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material in an addendum to this RFQ.

#### 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) paper copy and one digital copy matching the paper copy (thumb drive preferred) should be addressed in an envelope with the RFQ number as shown below. It is the bidder's responsibility to have it 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, date, and time of opening. If the Vendor submits 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 Qualifications will **not** be accepted. Bids are subject to rejection unless submitted with the information above included outside the sealed bid package.

## **MAILING INSTRUCTIONS**

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

RFQ No. 260-01122024-8613  
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 stated in writing in the bidder's response. Please include in your response the manufacturers' model numbers along with the 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 RFQ. WS/FCS may contact these users to determine the quality level. Such information may be considered in the evaluation of the bid.

## **4.0 AWARD AND BID EVALUATION\_\_\_\_\_**

### **REVIEW AND AWARD**

It is the intent of WS/FCS to award this Request for Qualifications 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. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 120 days. No payment will be made to the service provider until services are rendered and approved by the district.

## **SERVICE PROVIDER RENEWAL**

### **Option A: SERVICE PROVIDER RENEWAL WITH CONTRACT WITH WS/FCS IN 2023**

If a service or enrichment provider was approved by the Board of Education and **contracted** with WS/FCS in Summer 2023, they will need to provide a statement requesting to continue to provide services for summer 2024 and include a signature of a Chief Executive. This signed statement allows the provider to be eligible to negotiate and extend a contract for Summer 2024. The statement must be signed and submitted by the close of the current RFQ. This signed statement could be utilized to extend eligibility for contract for an enrichment or service provider for up to 4 (four) years. However, the district will agree to consider soliciting new service providers based on their qualifications in an annually launched district Request for Qualifications (RFQ).

## [Sample Letter](#)

### **Option B: SERVICE PROVIDER RENEWAL WITHOUT CONTRACT IN 2023**

If a service or enrichment provider was approved by the Board of Education and ***did not contract*** with WS/FCS in Summer 2023, they will need to complete and submit a new RFQ to ensure the services they are proposing meet the criteria and services for WS/FCS Summer programming 2024. See option C below for these service or enrichment providers.

### **Option C: COMPLETION OF NEW RFQ**

If a service or enrichment provider has not performed services with WS/FCS in Summer 2023, they must complete the RFQ to be eligible to provide services for the WS/FCS Summer school. They will follow the process for submissions and the period for consideration to be reviewed by the WS/FCS RFQ team and then provided to the Board of Education for consideration and approval.

The selection of the service providers will be at the discretion of the district.

### **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 an enrollment of approximately 54,000 students and 8,000 employees. Of those 81 schools, 42 are elementary, 14 are middle, 15 are high, 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 receives Elementary and Secondary School Emergency Relief (ESSER) funds from the US Department of Education to address the impact that COVID-19 has had and continues to have, on elementary and secondary schools. The pandemic has affected instructional time, access, content; students' well-being and mental health; and academic achievement. As the district addresses the continuing effects of the pandemic, WS/FCS is soliciting qualifications for service providers to partner with WS/FCS to provide Summer School services with the intended goal of ensuring a safe, structured, and adequately supervised environment where students engage in activities outside of the school year.

WS/FCS Summer School Program partners with the school district and bid awardees. WS/FCS staff and bid awardees will serve in collaborative, complementary roles throughout the duration of summer programming, providing families and students with summer opportunities that will provide academic support through small group instruction with WS/FCS summer employees and through educational enrichment activities to extended learning.

The Summer School Programs will:

- Create joy and exploration through enrichment experiences that allow students to engage in passions and cultivate new skills
- Provide targeted interventions to our students who need them the most
- Reduce the impact of "summer slide"
- Begin restructuring the function summer school serves for our students and teachers into a mindset focused on the cultivation of thinking, reasoning, and a love of learning extending beyond assessment outcomes

The 4-week summer school schedule is listed below and noted with the collaborators.

| Week of ...   | WS/FCS<br>Monday- Thursday | Before-After and Friday<br>care |
|---------------|----------------------------|---------------------------------|
| June 24, 2024 | ✓                          | ✓                               |
| July 1, 2024  | ✓                          | ✓<br>(no care on Friday)        |
| July 8, 2024  | ✓                          | ✓                               |
| July 15, 2024 | ✓                          | ✓                               |

Beforecare, aftercare, and Friday care services will require payment from participating families. We are open to negotiating a sliding-scale payment structure to ensure accessibility and affordability for all families. Students who qualify for free and reduced lunch will be eligible for free attendance to these care services.



### Site Selection

Once RFQ responses have been reviewed, WS/FCS staff will conduct a community resource mapping process to assign service providers to specific WS/FCS schools and/or geographic areas based on applicants' RFQ responses indicating target schools, areas, and sites (WS/FCS or non-WS/FCS facilities). *WS/FCS continues to finalize the list of possible sites, programs will not be offered at each WS/FCS facility due to construction, maintenance, etc.*

### Staffing and Point-of-Contact

Each school site will have a WS/FCS and a provider-led point of contact. Bid awardees will be expected to have a designated site lead on-site for the entirety of daily programming.

Since some service providers will be offering services in our schools and schools will also have WS/FCS summer employees providing the small group instruction, each bid awardee must have an agency point of contact as well as an on-site contact at each location. The agency point of contract must be available for communication, and responding to urgent situations (does not have to be on-site daily but must make scheduled site visits). WS/FCS will have contacts as well.

In WS/FCS buildings, WS/FCS' Code of Character, Conduct, and Support will serve as a guide, allowing for a reduced loss of instructional time, increased restorative responses, and improved academic and behavioral success. The WS/FCS site lead at each site will be responsible for managing student behavior and support. For off-site locations, WS/FCS will provide guidelines based on our Code and will encourage practices that are aligned with our district's commitment to restorative practices. Bid awardees will be responsible for taking daily attendance at both on- and off-site locations and timely implementation of the daily schedule.

### Student Recruitment and Selection

All placement of students is the responsibility of WS/FCS since the district identifies priority students and is familiar with various programmatic requirements and operational considerations (summer meal program and sites, transportation, etc.) Therefore, no service providers should be engaged in recruitment with schools and/or families.

### Off-Site Programs

It is a requirement that students in all summer programs, whether on- or off-site, receive both breakfast and lunch daily. Programs not operating in WS/FCS facilities will develop a summer meal plan, which will be reviewed and approved by WS/FCS.

### Fee Schedule and Invoicing

WS/FCS will pay the negotiated rate upon completion of services within 45 days of receiving the invoice with documentation such as daily student attendance data.

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

WS/FCS seeks qualified service provider(s) to provide summer programming from June 24 through July 18, 2024 (excluding July 4, 2024, in observance of Independence Day). Must offer services 4 days a week, 8:30 AM to 4:00 PM students entering Kindergarten through 8th grade.

| Week of ...   | WS/FCS<br>Monday- Thursday | Before-After and Friday care |
|---------------|----------------------------|------------------------------|
| June 24, 2024 | ✓                          | ✓                            |
| July 1, 2024  | ✓                          | ✓<br>(no care on Friday)     |
| July 8, 2024  | ✓                          | ✓                            |
| July 15, 2024 | ✓                          | ✓                            |

**Schedule A: Monday - Thursday Weeks of June 24, July 1, 8, and 15 (July 1<sup>st</sup> week M,T,W,F)**

| Time           | Provider                         | WS/FCS                                  |
|----------------|----------------------------------|---|
| 8:30-9:00 am   | Breakfast/Morning Meeting (SEL)  |   |
| 9:05-10:00     | Literacy Enrichment Activity #1  | Literacy Small Group Instruction        |
| 10:05-11:05 am | Enrichment Activity #2           | Literacy Small Group Instruction        |
| 11:10-12:50 am | Lunch and Enrichment Activity #3 | Literacy Small Group Instruction        |
| 12:55-1:50 pm  | Math Enrichment Activity #4      | Math Number Sense Games/problem-solving |
| 1:55-2:50 pm   | Science Enrichment Activity #5   | Science inquiry                         |
| 2:55-3:50 pm   | Enrichment Activity #6           | Literacy Small Group Instruction        |
| 4:00 pm        | Dismissal                        |   |

Service Providers must:

- offer daily, reliable care that meets the needs of families and schools for diverse students in Kindergarten through 8th grade, including but not limited to students with disabilities and English Learners, by:
  - offering multiple structured student enrichment opportunities, providers may use their own curriculum and/or district vetted resources;
  - offer educational field trips;
  - provide breakfast and lunch by implementing a summer meal plan, approved by central office personnel.
- develop and implement enrichment activities:
  - Arts - at least two (2) times a week
  - Physical activity at least 45 minutes daily
  - Social/Emotional Learning: 30 minutes daily
  - STEM: at least two (2) times a week
  - Culture Activities: at least two (2) times a week
  - Strategy games, such as chess: at least three times a week
- maintain a 1:20 student adult ratio
- have written emergency protocol, approved by central office personnel in collaboration with the building administrator for programs offered in a WS/FCS facility. For programs operating at a non-WS/FCS facility, must have written emergency protocol approved by central office personnel. The protocol must address emergency situations, including but not limited to lockouts, lockdowns, evacuations, and medical emergencies.
- provide specific documentation outlining hiring procedures and criteria, including qualifications and background checks that meet local, state, and federal requirements.
- collaborate and plan with district representatives to 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).

## 5.0 Request for Qualifications Documentation

Responses to this RFQ are due January 25, 2024, at 2:00 p.m. (EST). Applicants must submit their qualifications to John Mann, Jr., 475 Corporate Square Drive, Winston Salem, NC 27105. One (1) paper copy and one digital copy matching the paper copy (thumb drive preferred) should be addressed in an envelope with the RFQ number. It is the bidder's responsibility to have it in the WS/FCS Purchasing Office by the specified time and date of opening.

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

An application describing the services being offered in response to the requirements of this RFQ 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 to diverse students including but not limited to students with disabilities and English Learners.

- B. explanation of the previous relevant work experience with projects of this nature including but not limited to students with disabilities and English Learners.
- II. **Response to Scope of Work and Performance Requirements:** In no more than 6 double-spaced pages, this section shall contain:
- A. description of proposed activities (kindergarten through 8th grade) for Summer School Schedules, including summer meal plans for programs in a non-WS/FCS facility. If providers are proposing to use their own enrichment curriculum, include it in this section.
  - B. written emergency protocol \*
  - C. written hiring procedures, including qualifications and background checks that meet local, state, and federal requirements \*
  - D. family communication plan and samples \*.
  - E. description of target grade levels and/or geographic area(s) within Forsyth County and/or specific schools to be served.
  - F. clear statements of any exceptions taken to the specifications of this RFQ or any conditions of the application. The response shall be clear and succinct. If any service or requirement cannot be performed, the Applicant shall state 'not applicable' or 'unable to perform.'

*Items indicated with an asterisk (\*) above do not count towards the required page limit.*

- III. **Three** (3) verifiable references. If the Applicant has performed this type of service previously, those references must be listed. It is recommended that the Applicant 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

To be considered, each applicant must submit a complete response to this solicitation. Applications should be carefully worded and must convey all information requested in order to be considered responsive. Applications 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 RFQ is needed, address a written request via electronic mail to John Mann, [jwmann@wsfcs.k12.nc.us](mailto:jwmann@wsfcs.k12.nc.us).

The district will evaluate the RFQ to determine if a vendor can provide the requested services.

| <b>Request for Qualifications Scoring Rubric</b><br><b>Request for Qualifications Elements</b>   |  | <b>Score (0-3)</b><br><b>0 = No or Insufficient Evidence</b><br><b>1 = Limited Evidence</b><br><b>2 = Adequate Evidence</b><br><b>3 = Strong Evidence</b> |                |
|--|--|---|----------------|
| <b>I. Summary of Experience – not to exceed 3 double-spaced pages</b>  |  | Weight: 1.0   | Max Points: 2  |
| A. individual's qualifications/experiences for personnel who will provide services to diverse students including but not limited to students with disabilities and English Learners.<br>B. explanation of the previous relevant work experience with projects of this nature to diverse students including but not limited to students with disabilities and English Learners..  |  |   |                |
| <b>II. Response to Scope of Work and Performance Requirements – not to exceed 6 double-spaced pages.</b>   |  | Weight: 3.0   | Max Points: 18 |
| A. Description of proposed activities (kindergarten through 8th grade)for Summer School Schedules, including summer meal plans for programs in a non-WS/FCS facility. If providers are proposing to use their own curriculum, include it in this section.<br>B. written emergency protocol *<br>C. written hiring procedures including qualifications and background checks that meet local, state, and federal requirements *<br>D. family communication plan and samples *.<br>E. description of target grade levels and/or geographic area(s) within Forsyth County and/or specific schools to be served.<br>F. clear statements of any exceptions taken to the specifications of this RFQ or any conditions of the application. The response shall be clear and succinct. If any service or requirement cannot be performed, the Applicant shall state 'not applicable' or 'unable to perform.'<br><i>Items indicated with an asterisk (*) above do not count towards the required page limit.</i> |  |   |                |
| <b>III. Three (3) verifiable references</b>  |  | Weight: 1.0   | Max Points: 3  |
| It is desired that if the Applicant has performed this type of service previously, those references be listed. It is recommended that the Applicant 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<br>B. Address, City, State, and Zip<br>C. Contact Person Phone Number<br>D. Contact Person Email Address<br>E. Brief Project Scope<br>F. Time Frame   |  |   |                |
| <b>Total Points</b><br><b>(Maximum points = 23)</b>  |  |   |                |

### **Pricing Proposal/ Budget Contract**

WS/FCS will negotiate with bid awardee a price to provide the requested services.

| <b>Week of ...</b> | <b>WS/FCS<br/>Monday- Thursday</b> | <b>Before-After and Friday<br/>care</b> |
|--------------------|------------------------------------|---|
| June 24, 2024      | ✓                                  | ✓                                       |
| July 1, 2024       | ✓                                  | ✓<br>(no care on Friday)                |
| July 8, 2024       | ✓                                  | ✓                                       |
| July 15, 2024      | ✓                                  | ✓                                       |

Please select the boxes for the bidder's proposal (please check all that apply).

- The bidder proposes providing childcare services in three packages:

Instructional Days (week of June 24, July 1, July 8, July 15): Before and After Care  
Fridays (week of June 24, July 1, July 8, July 15): Before/After/Full-Day Care

- The bidder proposes to following package:

Enrichment services during the full-instructional days during (weeks of June 24, July 1, July 8, and July 15).



## **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 RFQ. Contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330 for any questions concerning NC HUB certification. The Vendor shall respond to questions #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:** The bidder shall be responsible for reading this entire document, reviewing all enclosures and attachments, and complying 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 executing and delivering 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 purchasing a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under the EXECUTION section will render the 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, the 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 the 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 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 that 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 minimal packaging and recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in the quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect and contain the commodity for its intended use.

Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract products or packaging they offer that have recycled content and 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 correct, the incorrect price will be disregarded.

13. **REFERENCES:** WS/FCS reserves the right to require a list of users of the item offered. WS/FCS may contact these users to determine the 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 that the bidder does not wish to disclose 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, whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** A 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 the 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 email 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 a performance bond or other acceptable alternative guarantees from the 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 and the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agencies as qualified to do so. All costs associated with these criminal background checks are the responsibility of the contractor.

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

On sites 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. Individuals 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 charges; 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 company's name and the person's name. These badges are to be computer-produced in a font large enough to be clearly visible. All costs associated with these criminal background checks are the responsibility of the contractor. The ID badge template will be 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 bonds or other acceptable alternative guarantees from successful bidders 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, or 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 the 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 executing 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, the contractor may process payment immediately.

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:** The 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 the 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 contract term, 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 Workers 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 the 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 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 for bodily injury and property damage, \$150,000.00 for uninsured/underinsured motorists; and \$1,000.00 for 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 authorized to provide such coverage and 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 intentional tortious 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 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. **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, either party may cancel this contract in whole or in part 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-day notice for cancellation shall begin on the day the return receipt is signed and dated.
19. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
20. **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 a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b. **Decreases:** WS/FCS shall receive full proportionate benefit immediately at any time during the contract period.
  - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for an increase may be submitted, with WS/FCS reserving the right to accept or reject the increase or cancel the contract. Such action by WS/FCS shall occur not later than 15 days after the receipt by WS/FCS of a properly documented request for the 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 an increase.
  - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on the 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.

**Sample Memorandum of Agreement  
Between the Winston-Salem/Forsyth County Board of Education  
and \_\_Vendor\_\_ (Summer 2024)**

This Memorandum of Agreement (“Agreement”) is entered into and effective as of the \_ day of 2024, by and between the Winston-Salem/Forsyth County Board of Education (hereafter referred to as the “Board”), and the \_\_\_\_\_ (“Contractor”).

WHEREAS, the Board issued a Request for Qualifications (“RFQ”) for community agencies to provide summer enrichment opportunities for WS/FCS students during its Summer Exploration & Experiences summer school program;

WHEREAS, Contractor submitted, and Board accepted, an RFQ (“RFQ Response”) detailing a variety of summer enrichment and learning opportunities available to offer for WS/FCS students during the summer of 2024;

WHEREAS, the Board and Contractor have agreed to a series of enrichment activities to be provided at four (4) summer schools sites during the weeks of TBA, through TBA, as set forth in the Term Agreement (“Term Agreement”) signed by Contractor on TBA, which is attached hereto as **Attachment B**;

WHEREAS, this Agreement outlines the respective duties and responsibilities of the parties for the Summer Exploration & Experiences summer school program; and

WHEREAS, Contractor’s RFQ Response is hereby incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable considerations, acknowledged by each of the parties to be satisfactory and adequate, the Board and Contractor agree as follows:

*1. Duties and Responsibilities of Contractor:*

- i. Contractor will operate four (4) school-based summer enrichment sites at the following locations for up to 200 students:
- ii. Contractor will provide before and after school childcare services four (4) days per week, on Mondays through Thursdays, to students enrolled in the Winston-Salem/Forsyth County Schools and participating in the XXXX before/after school program at the following school locations (“Schools”) during the summer of 2023:
  - a. School 1
  - b. School 2
  - c. School 3
  - d. School 4



- iii. Contractor shall provide a Site Supervisor for each site for the duration of the summer program. Contractor's program shall include the features, operating hours, and costs as described in the Contractor's RFQ Response, the Term Agreement, and any and all supporting documents submitted for this purpose (the "Program Materials").
- iv. Contractor will provide before-school childcare between the hours of 7:30 am and 9:00 am and after-school childcare services from 4:00 pm until 6:00 pm to students enrolled at the Schools for the summer school program during the summer of 2023 and participating in the Contractor's before/after school program. Contractor will be the sole provider of before and after-school care at the selected Schools.
- v. Contractor will occupy designated spaces at Schools to provide services pursuant to this Agreement on school days between the hours of 7:30 am and 6:00 pm. Alternate space may be provided should the designated space be needed for school-related functions.
- vi. Contractor's site manager shall be issued a set of keys to access the facility for use to open and close at their set operating hours, keys to specific spaces to use during operating hours, and an alarm code. Contractor shall not copy or reproduce the keys without permission of WS/FCS. WS/FCS shall provide the Contractor's site manager training on alarm panel operation and appropriate steps to secure the facility each day School staff shall document the issuance of any keys and require sample site manager to sign out. Upon expiration of this Agreement, Contractor staff shall have 48 hours to return assigned keys.
- vii. Contractor will provide snacks to students in the after-school program located at the Schools.
- viii. Contractor may, from time to time, provide transportation for participating students to off-site field trip opportunities. Contractor agrees to obtain all necessary written permission from the parent or legal guardian for each participating student. Additionally, the Contractor agrees to maintain sufficient motor vehicle liability insurance for all vehicles in its fleet and in which it will transport WS/FCS students (including collision and liability coverage for passengers) for all planned field trip opportunities for the duration of this Agreement.

2. *Duties and Responsibilities of the Board and/or Schools:*

- i. The board shall provide academic support for a total of four (4) weeks, between the hours of 9:00 am and 4:00 pm, beginning the week of TBA, pursuant to an established schedule for the students participating in the Summer Explorations & Experiences summer school program at the Schools. The board agrees to provide the WS/FCS teachers and staff to support kindergarten through fifth-grade students. Additionally, the Board agrees to provide a Site Supervisor and an Office Assistant for each site.
- ii. During the weeks that the Board provides academic support at each of the sites, the Contractor agrees to provide the following activities:
  - a. Enrichment teachers to provide 50–55-minute sessions daily.
  - b. Field trip opportunities for each site on Fridays during the normal operating hours.
  - c. Assistants in first through fifth grades to assist in enrichment lessons, transition student groups from classes, lunch, recess, etc., and assist in SEL instruction as needed.
- iii. The Schools will provide the Contractor with access to and use of school facilities in a manner reasonably sufficient to permit the Contractor to provide the services described in this Agreement. The Schools shall maintain such facilities in a safe and usable condition, subject to Paragraph 8 of this Agreement.
- iv. The Schools will provide reasonable assistance to the Contractor to promote the availability of the program described in this Agreement to parents of children attending the School. They will allow the distribution of the Contractor's marketing and recruitment materials approved by the Board in accordance with Board Policy 1325.

3. *Term:*

- i. The term of this agreement is effective as of the date entered in above and shall continue until **TBA**.
- ii. This Agreement may be renewed or extended with the parties' mutual written agreement.

4. *Program Fees:*

- i. The Board shall pay the Contractor a fee of \$TBA per student per week as Site Provider, and a fee of \$TBA per week per student for enrichment activities.

Contractor will not charge a fee to each participating child's parents or legal guardians for the Contractor's summer program.

- ii. Board agrees to pay Contractor the following fee(s) on behalf of each student participating in each of its summer school sites who elect to participate in the before/after school care services offered by Contractor:
  - 1. For students participating in before and after school care: \$TBA per week
  - 2. For students participating in beforecare only: \$TBA per week
  - 3. For students participating in aftercare only: \$TBA per week
- iii. Contractor will not charge a fee to the parents or legal guardian of each participating child for the before/after school care program at the four (4) summer school sites. Contractor may elect to charge additional fees to the parent or legal guardian of each participating child to cover enhanced program offerings, costs of special materials, late payment charges, NSF fees, late pickup fees, and other reasonable charges. The parents or guardians of children participating in the program will be responsible for paying all fees charged by the Contractor, and the Schools and/or Board shall not be responsible for payment of any program fee.

## 5. *Termination*

- i. Contractor shall have the right to terminate this Agreement with thirty (30) calendar days prior written notice to the Board in the event that (i) the Board fails to perform any material obligation pursuant to this Agreement after written notice from the Contractor and a period of ten (10) calendar days to cure the material default, unless allowing the Board to cure the material default would be unreasonable or impossible in which case the Contractor may terminate the agreement immediately, or (ii) enrollment falls below a level at which Contractor reasonably determines the program may be operated on a profitable basis.

The Board shall have the right to terminate this Agreement prior to the expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of the Agreement, provided that prior to termination, the Board shall give Contractor written notice and a period of ten (10) calendar days to cure the material default described in the Board's notice.

- ii. Contractor shall have the right to terminate individual School sites with thirty (30) calendar days prior written notice to the Board in the event that (i) one of the Schools fails to perform any material obligation pursuant to this Agreement after written notice from the Contractor and a period of ten (10) calendar days to cure the material default unless allowing the Board or School to cure the material default would be unreasonable or impossible in which case the Contractor may terminate the agreement immediately.

The Board shall have the right to terminate the Program at one or more specific Schools sites prior to expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of the Agreement, provided that prior to termination the Board shall give Contractor written notice and a period of ten (10) calendar days to cure the material default described in the Board's notice.

6. *Compliance with Laws:*

Contractor agrees to exercise best efforts to comply in all material respects with any applicable federal, stated, or local laws and regulations in providing the services contemplated by this Agreement, provided the Board shall be solely responsible for ensuring Schools facilities made available to Contractor for operation of the program comply with all applicable laws related to the use of those facilities for the purposes described in the Agreement, subject to Paragraph 8 hereinbelow.

7. *Notices:*

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address set forth below, or to such other address as a party may by proper notice designate, and in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing four (4) days after deposit in the mail. The parties' notice addresses are as set forth below:

- i. Notice to the Board shall be sent to:  
Chief Academic Officer  
Winston-Salem/Forsyth County Board of Education  
Post Office Box 2513  
Winston-Salem, North Carolina 27102

With a copy to: Ms. Dionne Jenkins  
General Counsel  
Winston-Salem/Forsyth County Board of Education  
Post Office Box 2513  
Winston-Salem, North Carolina 27102

- ii. Notices to Contractor shall be sent to:  
Vendor

8. *Maintenance of Property:*

Any School property, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by the Contractor in good condition and repair, with ordinary wear and tear excepted, and shall be returned to School by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment that is in the School's possession shall be maintained by the School in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by the School upon termination of this Agreement.

9. *Miscellaneous Requirements.* Contractor agrees that it shall:

- i. adhere to state and federal laws and regulations regarding confidentiality of student personally identifiable information and education records of which the Board or Schools provide to Contractor (including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99 (FERPA));
- ii. adhere to state and federal health and safety guidelines for childcare facilities as outlined by the North Carolina Department of Health and Human Services in regard to cleaning and hygiene standards for daily use, including, but not limited to COVID-19 mitigation recommendations;
- iii. where applicable, adhere to the protocol for handling suspected or confirmed positive cases of COVID-19 as outlined in the Toolkit and the North Carolina Department of Health and Human Services guidelines for childcare facilities.

10. *Employment Practices:*

Contractor shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

11. *Insurance and Indemnification:*

Contractor agrees to indemnify and hold harmless the Board from and against any and all claims, liabilities, and/or damages, including, but not limited to, reasonable attorneys' fees, arising from or related to the Contractor's arising out of or in relation to Contractor's use of the Schools and/or negligent acts or omissions associated with its obligations under this Agreement. During the term of this

Agreement, Contractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00 for each occurrence and a \$2,000,000 aggregate limit covering Contractor's activities and use of Schools' facilities, including, but not limited to, motor vehicle insurance. Prior to the commencement of performance of the Agreement, Contractor will deliver to the Board a certificate evidencing required insurance coverage, in a form reasonably satisfactory to the Board, naming the Winston-Salem/Forsyth County Board of Education, P.O. Box 2513, Winston-Salem, NC 27102 as an additional insured under said policy. Throughout the term of this Agreement, the Contractor shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

12. *Affidavit of Employee Criminal Background Check:*

During the term of this Agreement, Contractor shall maintain records to verify that each employee engaged or utilized by Contractor to provide childcare services pursuant to this Agreement will have undergone a criminal background check. If a Contractor hires educators who are employed by the school, the school warrants and represents that each current employee has undergone and passed a pre-employment background check sufficient to satisfy this Agreement.

13. *Annual Sex Offender Registry Check:*

In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.

14. *Assignment:*

The provisions of the Agreement shall insure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of the Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

15. *Entire Agreement:*

The parties hereby mutually agree to terminate any and all prior agreements and understandings. This Agreement sets forth the entire agreement between the parties with respect to the provision of before and after-school care and summer programs at the Schools identified above and shall govern the respective duties and obligations of the parties.

16. *Modification of Agreement:*

This agreement may be modified only by a written amendment executed by all parties.

17. *Force Majeure:*

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, pandemic or public health emergency, or any other cause similar or dissimilar in nature beyond its control.

18. *Governing Law*

The validity, construction, and effect of the Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of North Carolina.

19. *Severability*

Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this agreement.

20. *Rules and Restrictions for Use of Schools' Facilities*

- i. Contractor has received and reviewed Board Policy 1330 (available at <https://www.boardpolicyonline.com/bl/?b=forsyth&s=190954>). Contractor agrees to faithfully comply with the provisions of Board Policy 1330 and the terms of this Lease. Board Policy 1330 Section V. Rules Governing the Use of School Facilities is attached hereto as **Attachment A** and incorporated herein by reference. All references in **Attachment A** to "user" shall mean Contractor. Contractor agrees to comply with and be bound by the rules set forth in **Attachment A**.
- ii. Contractor and its participants and attendees will observe and comply with all laws, policies, Executive Orders, and regulations adopted or established by the United States, the State of North Carolina, the City of Winston-Salem, Forsyth County, and with all rules and regulations of the Forsyth County Health Department, and Winston-Salem Police and Fire Departments. Contractor and its participants and attendees will also observe and comply with all applicable policies and regulations of Contractor, including Board Policy 1170 Civility (a copy may be found at <https://www.boardpolicyonline.com/bl/?b=forsyth&s=190935>). Contractor will obtain at its own expense all licenses, permits, and union and trade organization

clearances required by any public body or by contract for use by the Contractor of the Schools.

- iii. Contractor agrees not to damage, mark, or in any manner deface the Schools or any other portion of the facility and its contents and shall not cause nor permit anything to be done whereby the facility or its contents shall be in any manner injured, damaged, marred or defaced, nor shall Contractor be allowed to make any alteration of any kind therein without express permission of WS/FCS. Damage to the School's facilities or its contents shall be the sole liability of the Contractor, who agrees unequivocally to reimburse WS/FCS for the cost of repairing any damage to the building or repairing or replacing any contents that are damaged.
- iv. During the Term of this Agreement, Contractor shall be permitted to access the internet through WS/FCS' public domain if it is available and contingent upon compliance with all applicable portions of Board Policy 6161 Responsible Use of Technology (a copy of which may be found at <https://www.boardpolicyonline.com/bl/?b=forsyth&s=191207>). Contractor shall not knowingly allow any of its attendees or participants to use WS/FCS' internet to violate Board Policy 6161 or any state or federal law.
- v. This Agreement shall not be assigned nor shall the Schools be sublet by Contractor without the prior written consent of Contractor. If the Contractor subleases the Schools' facilities without prior written approval of Contractor, any funds collected are immediately payable to the Contractor, and the Contractor may immediately terminate this Lease.

## *21. Relationship of the Parties.*

This Agreement is not intended to and will not create any partnership, joint venture, employment, or other relationship between the Parties except that of independent contractors. No agent, servant, or employee of the Contractor shall under any circumstances be deemed an agent, servant, or employee of WS/FCS, and no agent, servant, or employee of WS/FCS shall under any circumstances be deemed an agent, servant, or employee of Contractor. Neither Party will have the right or authority to bind or commit the other Party in any way or incur any obligation or indebtedness on behalf of the other Party unless specifically authorized under a separate written agreement signed by an authorized officer of the other Party.

[Signature page follows.]



IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set for below, effective as of the day and year first above written.

**ATTACHMENT A**  
**POLICY 1330 USE OF SCHOOL FACILITIES**  
**SECTION V. RULES GOVERNING THE USE OF SCHOOL FACILITIES**

**A. Responsibility for Supervision**

1. The user shall be responsible for the supervision of the activity it sponsors, including the maintenance of order and the safety of the people present.
2. A school employee (a housekeeper or staff member) shall be on duty when any indoor facility is used or rented to familiarize and assist the user with the mechanics of using the facility. This employee shall not be directly responsible for the supervision of the activity.
3. If, in the opinion of the Superintendent or his designee, additional supervision of the intended use of a school facility is needed for crowd control and/or to protect the Board of Education's property, the Superintendent may require
  - a. that an additional school employee be assigned to assist with the supervision of the activity at the user's expense, and/or
  - b. that police protection be provided by the organization using the facility at the user's expense.

**B. Responsibility for care, custody, and control of school facilities.** The user shall be responsible for any damage to school property other than normal wear and tear while the facility is under the user's care, custody, and control. Unless waived by the principal or another appropriate school official, the following rules shall be observed:

1. The user shall not drive nails, tacks, or screws into the floors, walls, ceiling, desks, or any other school property.
2. The user shall not paint, wallpaper, mark, or deface any school property.
3. The user shall not wire or connect electrical equipment, such as stage lighting equipment, or adjust the heat or air conditioning controls unless specifically approved in advance by the appropriate school official.
4. The user shall wear appropriate athletic shoes when using gymnasiums or tennis courts for athletic or recreational purposes. School equipment within the gymnasium not directly related to the activity at hand cannot be used without the express permission of the principal.
5. The user shall remove its property, such as decorations, theater props, and equipment, from school premises and return all school property, such as chairs, tables, equipment, etc., to their proper locations promptly after the completion of use.
6. The user shall leave the school premises promptly when its leased term has expired.
7. The user shall leave the school premises, including parking lots, in a secure, clean, neat, and orderly manner.
8. The user shall become familiar with and comply with the fire codes of the city and county as appropriate to the location of the facility.
9. The user shall protect all floors when moving furniture and/or equipment.

**C. Responsibility for Implementation of ADA.** As a general rule, no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the use of school facilities as provided by the ADA and its implementing regulations.

1. Each user of school facilities has a duty to operate its service, program, or activity so that it is readily accessible to persons with disabilities, except as authorized by the ADA.
2. Each user shall be required to have a plan for providing access to its service, program, or activity by persons with disabilities, which shall include but is not necessarily limited to, the procedures for overcoming architectural barriers and communicating with visually and hearing impaired individuals.

**D. The following conduct is prohibited:**

1. The possession, use, or sale of beer, wine, alcohol, or controlled substances as defined in the North Carolina Controlled Substances Act (unless authorized by a doctor's prescription);
2. Gambling, with the exception of raffles, conducted in accordance with [N.C.G.S. § 14-309.5](#), *et. seq.*
3. The possession of weapons, i.e. knives, guns, etc. (see [N.C.G.S. § 14-269.1](#));
4. Tobacco use is prohibited at any time in any building, facility, or vehicle owned, leased, rented, or chartered by the Board or a school, on any school grounds and property, including athletic fields and parking lots, owned, leased, rented or chartered by the Board, or at any school-sponsored or school-related event on-campus or off-campus;
5. Dances, unless sponsored by and under the supervision of a city or county recreation department or a school-related organization;
6. Horseback riding and motorcycle (or motorbike) riding unless approved by the Superintendent;
7. Facility usage after 9:00 PM unless special permission has been granted by the Assistant Superintendent of Operations;
8. Any activity which, in the opinion of school officials, would cause or be substantially likely to cause damage to school property; for example, playing fields should not be used during inclement weather or when their use will render their condition unfit for school purposes; and
9. Any activity which is in violation of the laws of this state or of the federal government.

**Sample Agreement Between  
the Winston-Salem/Forsyth County Board of Education and  
Vendor  
(Private Pay)**

This agreement is entered into and effective as of the day of \_\_\_\_\_ 2024 by and between the Winston-Salem/Forsyth County Board of Education (hereafter referred to as the "Board"), and \_\_\_\_\_, a non-profit organization ("Contractor").

*1. Duties and Responsibilities of Contractor:*

1. Contractor will provide before and after school childcare services five (5) days per week to students enrolled in the Winston-Salem/Forsyth County Schools and participating in the Vendor before/after school program In the WS/FCS Summer program.
2. Summer Sites
  - a. School 1
  - b. School 2
  - c. Etc
11. Contractor's program shall include the features, operating hours, and costs as described in the program overview and other materials developed by the Contractor and delivered to Schools (the "Program Materials"). Contractor will be the sole provider of the before and after-school care at the selected Schools.
- m. Contractor will occupy designated spaces (cafeteria, gym, etc.) at Schools to provide services pursuant to this Agreement on summer school days between the hours of TBA AM and TBA PM, when school is not in session, as set forth in the attached **Exhibit B**. Alternate space may be provided should the designated space be needed for school-related functions and may include music room, art room, computer lab, and agreed-upon classrooms.
- 1v. At the discretion of the Board, the Contractor's site manager may issue a set of keys to access the facility to open and close at their set operating hours, keys to specific spaces to use during operating hours, and an alarm code. Contractor shall not copy or reproduce the keys without permission of WS/FCS. WS/FCS shall provide the Contractor's site manager training on alarm panel operation and appropriate steps to secure the facility each day School staff shall document the issuance of any keys and require the Vendor site manager to sign out. Upon expiration of this Agreement, Contractor staff shall have 48 hours to return assigned keys.
- v. Contractor will provide snacks to students in the after-school program at the Schools.

- v1. Contractor, and its employees, representatives, agents, and guests, shall, at all times while occupying Schools, comply with the WS/FCS "Rules and Regulations for the Use of School Facilities" attached hereto as **Exhibit A**.

2. *Duties and Responsibilities of the Schools:*

1. The Schools will provide the Contractor with access to, and use of, school facilities in a manner reasonable sufficient to permit Contractor to provide the services described in this Agreement. The Schools shall maintain such facilities in a safe and usable condition, subject to Paragraph 8 of this Agreement.
11. The Schools will provide reasonable assistance to the Contractor to promote the availability of the program described in this Agreement to parents of children attending the School. They will allow the distribution of the Contractor's marketing and recruitment materials approved by the Board in accordance with Board Policy 1325.

3. *Term:*

1. The term of this agreement is effective as of the date entered in above and shall continue until **TBA**.
11. This Agreement may be renewed annually thereafter by written agreement of both parties, commencing on July 1 and ending on June 30 of each renewal year, unless otherwise terminated pursuant to Section 5 below.

4. *Program Fees:*

1. Contractor will charge a fee to the parents or legal guardian of each participating child per month, payable at times or intervals set at the discretion of the Contractor. The contractor reserves the right to increase its program fees for the following school years, subject to the approval of the Board, whose approval shall not be unreasonably withheld. Contractor may elect to charge additional fees to the parent or legal guardian of each participating child to cover enhanced program offerings, costs of special materials, late payment charges, NSF fees, late pickup fees, and other reasonable charges. The parents or guardians of children participating in the program will be responsible for paying all fees charged by the Contractor, and the Schools and/or Board shall not be responsible for payment of any program fee.
11. Except as provided herein, the Contractor will pay the Board a facility usage fee of \$500.00 ("Usage Fee") each month to be paid on a monthly basis, beginning September through May in equal installments (or prorated for any partial month), for the duration of this Agreement. The Usage Fee shall be due and payable by

the 10th day of each month following the month of usage. The facility usage fee shall be for no more than 5,000 square feet of space within the Schools. At the school principal's discretion, sample facility usage may be limited on teacher work days and during student break periods to accommodate school maintenance/cleaning schedules or other school and community events.

- m. The Superintendent has agreed to waive the facility usage fee for all Title I Schools served under this Agreement. Therefore, no fees shall be assessed for Petree Elementary School or Konnoak Elementary School. Should any additional non-Title I schools be added to the agreement, the Usage Fee shall be assessed for those schools.

## 5. *Termination*

- i. Contractor shall have the right to terminate this Agreement with thirty (30) calendar days prior written notice to the Board in the event that (i) the Board fails to perform any material obligation pursuant to this Agreement after written notice from the Contractor and a period of ten (10) calendar days to cure the material default, unless allowing the Board to cure the material default would be unreasonable or impossible in which case the Contractor may terminate the agreement immediately, or (ii) enrollment falls below a level at which Contractor reasonably determines the program may be operated on a profitable basis.

The Board shall have the right to terminate this Agreement prior to expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of the Agreement, provided that prior to termination the Board shall give Contractor written notice and a period of ten (10) calendar days to cure the material default described in the Board's notice.

- 11. Contractor shall have the right to terminate individual School sites with thirty (30) calendar days prior written notice to the Board in the event that (i) one of the Schools fails to perform any material obligation pursuant to this Agreement after written notice from the Contractor and a period of ten (10) calendar days to cure the material default, unless allowing the Board or School to cure the material default would be unreasonable or impossible in which case the Contractor may terminate the agreement immediately, or (ii) enrollment falls below a level at the Schools at which Contractor reasonably determines the program may be operated on a profitable basis.

The Board shall have the right to terminate the Program at one or more specific School sites prior to expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of the Agreement, provided that prior to termination, the Board shall give Contractor written notice and a period of ten (10) calendar days to cure the material default described in the Board's notice.

6. *Compliance with Laws:*

Contractor agrees to exercise best efforts to comply in all material respects with any applicable federal, stated, or local laws and regulations in providing the services contemplated by this Agreement, provided the Board shall be solely responsible for ensuring Schools facilities made available to Contractor for operation of the program comply with all applicable laws related to the use of those facilities for the purposes described in the Agreement, subject to Paragraph 8 hereinbelow.

7. *Notices:*

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address set forth below, or to such other address as a party may by proper notice designate, and in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing four (4) days after deposit in the mail. The parties' notice addresses are as set forth below:

1. Notice to the Board shall be sent to  
Chief Operations  
Officer Post Office Box  
2513  
Winston-Salem, North Carolina 27102

With copy to: Ms. Dionne Jenkins  
General Counsel  
Post Office Box 2513  
Winston-Salem, North Carolina 27102

11. *Maintenance of Property:*

Any School property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, ordinary wear and tear excepted, and shall be returned to School by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment, that is in the School's possession shall be maintained by the School in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by the School upon termination of this Agreement.

8. *Miscellaneous Requirements:* Contractor agrees that it shall:

1. adhere to state and federal laws and regulations regarding confidentiality of student personally identifiable information and education records which the Board or Schools provide to Contractor (including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99 (FERPA));
11. adhere to state and federal health and safety guidelines for childcare facilities as outlined by the North Carolina Department of Health and Human Services in regards to cleaning and hygiene standards for daily use, including, but not limited to COVID-19 mitigation recommendations; and
111. where applicable, adhere to the protocol for handling suspected or confirmed positive cases of COVID-19 as outlined in the North Carolina Department of Health and Human Services guidelines for childcare facilities.

10. *Employment Practices:*

Contractor shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

11. *Insurance and Indemnification:*

Contractor agrees to indemnify and hold harmless the Board from and against any and all claims, liabilities, and/or damages, including, but not limited to, reasonable attorneys' fees, arising from or related to the Contractor's arising out of or in relation to Contractor's use of the Schools and/or negligent acts or omissions associated with its obligations under this Agreement. During the term of this Agreement, the Contractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00 for each occurrence and a \$2,000,000 aggregate limit covering Contractor's activity and use of Schools' facilities. Prior to commencement of performance of the Agreement, Contractor will deliver to the Board a certificate of insurance evidencing required insurance coverage, in a form reasonably satisfactory to the Board, naming the Winston-Salem/Forsyth County Board of Education, P.O. Box 2513, Winston-Salem, NC 27102 as an additional insured under said policy. Throughout the term of this Agreement, the Contractor shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

12. *Affidavit of Employee Criminal Background Check:*

During the term of this Agreement, Contractor shall maintain records to verify that each employee engaged or utilized by Contractor to provide childcare services pursuant to this Agreement will have undergone a criminal background check. If a Contractor hires educators who are employed by the school, the school warrants and represents that each current employee has undergone and passed a pre-employment background check sufficient to satisfy this Agreement.

13. *Annual Sex Offender Registry Check:*

In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.

14. *Assignment:*

The provisions of the Agreement shall insure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of the Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

15. *Entire Agreement:*

The parties hereby mutually agree to terminate any and all prior agreements and understandings. This Agreement sets forth the entire agreement between the parties with respect to the provision of before and after-school care and summer programs at the Schools identified above and shall govern the respective duties and obligations of the parties.

16. *Modification of Agreement:*

This agreement may be modified only by a written amendment executed by all parties.

17. *Force Majeure:*

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, pandemic or public health emergency, or any other cause similar or dissimilar in nature beyond its control.



18. *Governing Law*

The validity, construction, and effect of the Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of North Carolina.

19. *Severability*

Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this agreement.

20. *Rules and Restrictions for Use of Schools' Facilities*

1. Contractor has received and reviewed Board Policy 1330 (available at <https://www.boardpolicyonline.com/bl/?b=forsyth&s=190954>). Contractor agrees to faithfully comply with the provisions of Board Policy 1330 and the terms of this Lease. Board Policy 1330 Section V. Rules Governing the Use of School Facilities is attached as **Exhibit A** and incorporated herein by reference. All references in **Exhibit A** to "user" shall- mean Contractor. Contractor agrees to comply with and be bound by the rules set forth in **Exhibit A**.
11. Contractor and its participants and attendees will observe and comply with all laws, policies, Executive Orders and regulations adopted or established by the United States, the State of North Carolina, the City of Winston-Salem, Forsyth County, and with all rules and regulations of the Forsyth County Health Department, and Winston-Salem Police and Fire Departments. Contractor and its participants and attendees will also observe and comply with all applicable policies and regulations of Contractor, including Board Policy 1170 Civility (a copy may be found at <https://www.boardpolicyonline.com/bl/?b=forsyth&s=190935>). Contractor will obtain at its own expense all licenses, permits, and union and trade organization clearances required by any public body or contract for use by the Contractor of the Schools.
- m. Contractor agrees not to damage, mark, or in any manner deface the Schools or any other portion of the facility and its contents and shall not cause nor permit anything to be done whereby the facility or its contents shall be in any manner injured, damaged, marred or defaced, nor shall Contractor be allowed to make any alteration of any kind therein without express permission of WS/FCS. Damage to the School's facilities or its contents shall be the sole liability of the Contractor, who agrees unequivocally to reimburse WS/FCS for the cost of repairing any damage to the building or repairing or replacing any contents that are damaged.

- 1v. During the Term of this Agreement, Contractor shall be permitted to access the internet through WS/FCS' public domain if it is available and contingent upon compliance with all applicable portions of Board Policy 6161 Responsible Use of Technology (a copy of which may be found at <https://www.boardpolicyonline.com/bl/?b=forsyth&s=191207>). Contractor shall not knowingly allow any of its attendees or participants to use WS/FCS' internet to violate Board Policy 6161 or any state or federal law.
- v. This Agreement shall not be assigned nor shall the Schools be sublet by Contractor without the prior written consent of Contractor. If the Contractor subleases the Schools' facilities without prior written approval of Contractor, any funds collected are immediately payable to the Contractor, and the Contractor may immediately terminate this Lease.

21. *Subcontracting.*

Contractor shall not be allowed to subcontract and/or sublease any portion of the School's premises to any third-party vendors without the express written permission of the Board. This shall include but is not necessarily limited to, any vendors who would come about the Schools' premises for the provision of food trucks, bouncy houses or other inflatable devices, entertainment-related vendors, or petting zoos.

22. *Relationship of the Parties.*

This Agreement is not intended to and will not create any partnership, joint venture, employment, or other relationship between the Parties except that of independent contractors. No agent, servant, or employee of the Contractor shall under any circumstances be deemed an agent, servant, or employee of WS/FCS, and no agent, servant, or employee of WS/FCS shall under any circumstances be deemed an agent, servant, or employee of Contractor. Neither Party will have the right or authority to bind or commit the other Party in any way or incur any obligation or indebtedness on behalf of the other Party unless specifically authorized under a separate written agreement signed by an authorized officer of the other Party.

[Signature page follows.]

IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set for below, effective as of the day and year first above written.

Winston-Salem/Forsyth County Board of

Education By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**POLICY 1330 USE OF SCHOOL FACILITIES**  
**SECTION V. RULES GOVERNING THE USE OF SCHOOL FACILITIES**

**A. Responsibility for Supervision**

- I. The user shall be responsible for the supervision of the activity it sponsors, including the maintenance of order and the safety of the people present.
2. A school employee (a housekeeper or staff member) shall be on duty when any indoor facility is used or rented to familiarize and assist the user with the mechanics of using the facility. This employee shall not be directly responsible for the **supervision of the activity**.
3. If, in the opinion of the Superintendent or his designee, additional supervision of the intended use of a school facility is needed for crowd control and/or to protect the Board of Education's property, the Superintendent may require
  - a. that an additional school employee be assigned to assist with the supervision of the activity at the user's expense, and/or
  - b. that police protection be provided by the organization using the facility at the user's expense.

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- I. The user shall not drive nails, tacks, or screws into the floors, walls, ceiling, desks, or any other school property.
2. The user shall not paint, wallpaper, mark, or deface any school property.
3. The user shall not wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls unless specifically approved in advance by the appropriate school official.
4. The user shall wear appropriate athletic shoes when using gymnasiums or tennis courts for athletic or recreational purposes. School equipment within the gymnasium not directly related to the activity at hand cannot be used without the express permission of the principal.
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6. The user shall leave the school premises promptly when its leased term has expired.
7. The user shall leave the school premises, including parking lots, in a secure, clean, neat, and orderly manner.
8. The user shall become familiar with and comply with the fire codes of the city and county as appropriate to the location of the facility.
9. The user shall protect all floors when moving furniture and/or equipment.

**C. Responsibility for Implementation of ADA.** As a general rule, no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the use of school facilities as provided by the ADA and its implementing regulations.

- I. Each user of school facilities has a duty to operate its service, program, or activity so that it is readily accessible to persons with disabilities, except as authorized by the ADA.
2. Each user shall be required to have a plan for providing access to its service, program, or activity by persons with disabilities, which shall include but is not necessarily limited to, the procedures for overcoming architectural barriers and communicating with visually and hearing impaired individuals.

**D. The following conduct is prohibited:**

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2. Gambling, with the exception of raffles, conducted in accordance with N.C.G.S. § 14-309.5, et. seq.
3. The possession of weapons, i.e. knives, guns, etc. (see N.C.G.S. § 14-269.1);
4. Tobacco use is prohibited at any time in any building, facility, or vehicle owned, leased, rented, or chartered by the Board or a school, on any school grounds and property, including athletic fields and parking lots, owned, leased, rented or chartered by the Board, or at any school-sponsored or school-related event on-campus or off-campus;
5. Dances, unless sponsored by and under the supervision of a city or county recreation department or a school-related **organization**;
6. Horseback riding and motorcycle (or motorbike) riding unless approved by the Superintendent;
7. Facility usage after 9:00 PM unless special permission has been granted by the Assistant Superintendent of Operations;
8. Any activity which, in the opinion of school officials, would cause or be substantially likely to cause damage to school property; for example, playing fields should not be used during inclement weather or when their use will render their **condition unfit for school purposes**; and
9. Any activity which is in violation of the laws of this state or of the federal government.

**EXHIBIT B**

(Designated areas at each school)



