

Johnston County Public Schools
REQUEST FOR PROPOSALS
Co-Located School-Based Mental Health Services



Johnston County Public Schools

Point of Contact: Michelle Bizzell, JCPS School-Based Mental Health Specialist

Email: michellebizzell@johnston.k12.nc.us

Office: 919-934-2016 ext. 2117

DEADLINE FOR SUBMISSION OF PROPOSALS:

July 24th, 2024 1:00PM

Services to begin in Fall 2024

(tentatively August 2024 for partnering agency, September 2024 for service delivery)

RFP: 200-JCPS-SBMH-2024-CR

NOTICE TO BIDDERS

All bids are required to be **SEALED** and received by Johnston County Public Schools, West Campus Building, 211 East Rose St. Smithfield, NC 27577, **RFP No. 200-JCPS-SBMH-2024-CR**, Attn: Michelle Bizzell no later than **1:00PM (EST) on July 24, 2024**. Request for one (1) fully executed bid document and three (3) copies, four (4) total to be hand-delivered or mailed. All replies must reference **RFP No. 200-JCPS-SBMH-2024-CR**

NOTE: RFP No. 200-JCPS-SBMH-2024-CR and Vendor Name must be present and visible and clearly labeled on the OUTER shipping package/container/envelope otherwise the bid will be rejected. Refer to page 6 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this Request for Proposals will not be accepted.

**Historically Underutilized Businesses (such as Private Practices) are encouraged to bid.*

Johnston County Public Schools
REQUEST FOR PROPOSALS
Co-Located School-Based Mental Health

Purpose:

Johnston County Public Schools (JCPS) recognizes the importance of addressing the mental health needs of students to provide the best opportunities for success. To support access to care efforts of our families and youth, JCPS is requesting proposals for Co-Located School-Based Mental Health Services.

JCPS has identified the following needs and seeks the following services:

Child and Adolescent co-located service providers to serve as a School-Based Mental Health Provider. This RFP is seeking highly qualified providers/agencies to provide the following co-located outpatient mental and behavioral health services to JCPS students:

- Comprehensive Clinical Assessments
- Individual Therapy
- Family/Systemic Therapy
- Medication Management
- On-site training and consultation
- Collaboration with school staff to support student needs

Successful providers / agencies must have the capacity to establish in-school access to clinical outpatient treatment services and be capable of providing mental health services at varying levels of intensity, based on the individualized needs of the students and which are able to adjust as rapidly as the changing needs of the students.

Participating JCPS schools will provide a counseling-friendly space (confidential, consistent, non-stigmatizing, etc.). Hours of space availability will be determined between provider and school administrator based on school operating hours and needs of students. The School-Based Mental Health Program is available to all JCPS Students. The expectation is that all providers/agencies that support the School-Based Mental Health Program will provide services through billable service, pro bono service (include a minimal expectation of one (1) pro bono case for every nine (9) students for which payment is collected), and self pay/sliding scale rates. All financial obligations related to the provisions of mental and behavioral health services will be the responsibility of the provider/agency.

Successful providers/agencies will be expected to enter into a Memorandum of Understanding (MOU) with JCPS outlining the terms and conditions under which JCPS will allow the provider/agency to access JCPS property to provide services to JCPS students. Awards will be tentatively offered on or around August 1 , 2024, pending board approval. Agencies would be expected to begin work with district planning staff in August 2024. Service delivery and school on-boarding would occur beginning September 2024.

Goals for the JCPS Co-Located School-Based Mental Health Program:

- To increase access to mental health services for JCPS students in need of these services in an easily accessible location.
- To provide mental health programs that address early intervention and prevention services for JCPS students in need.
- To provide consultation and crisis support to administrators, teachers, and other school staff regarding mental health and related issues for students who are actively receiving a co-located service.
- To provide staff with mental health awareness sessions/training when requested.
- To provide mental health awareness when requested by school staff through parent and student engagement events, such as but not limited to Mental Health Awareness Family Night and Student Clubs.

Minimum Qualifications:

Organizations/Agencies that meet the following minimum qualifications will be considered for this RFP:

- The organization must be an in-network provider or able to present a plan to become in-network with the NC Managed Care Standard Plans for Johnston County (Medicaid, AmeriHealth Caritas North Carolina Inc., Healthy Blue of North Carolina, Inc., United Healthcare of North Carolina Inc., WellCare of North Carolina Inc., and Carolina Complete Health Inc.), as well as major private insurance providers.
- The organization must have self pay rates available. These rates must be comparable to other Johnston County self pay rates for outpatient mental health services.
- All providers or applicants must be in good standing with all applicable oversight entities and continuously meet Good Standing criteria while a member of Alliance's Closed Network. This means that the provider or applicant:
 - o is in compliance with the standards and requirements of all applicable oversight entities;
 - o has submitted all required documents, payments and fees to the U.S. Internal Revenue Service, the N.C. Department of Revenue, N.C. Secretary of State, the N.C. Department of Labor, and the N.C. Department of Health and Human Services and its Departments and Divisions;
 - o has not filed for or is not currently in Bankruptcy; and
 - o has not had any sanctions imposed against it, including, but not limited to the following:
 - Any LME/MCO: Contract Termination or Suspension, Referral Freeze, non-compliance with a Plan of Correction, Past Due Overpayment, Prepayment Review, Payment Suspension
 - N.C. Department of Health and Human Services
 - NC Medicaid/NC Division of Health Benefits: Contract Termination or Suspension, Payment Suspension, Prepayment Review, Outstanding Final Overpayment.
 - DMH/DD/SAS: Revocation, Unresolved Plan of Correction.
 - DHSR: Unresolved Type A or B penalty under Article 3, Active Suspension of Admissions, Active Summary Suspension, Active Notice of Revocation or Revocation in Effect.
 - U.S. Internal Revenue Service: Unresolved tax or payroll liabilities.

- N.C. Department of Revenue: Unresolved tax or payroll liabilities.
 - N.C. Department of Labor: Unresolved payroll liabilities.
 - N.C. Secretary of State: Administrative Dissolution, Revocation of Authority, Notice of Grounds for other reason, Revenue Suspension; providers organized as a corporate entity must have a “Current – Active” registration with the NC Secretary of State.
 - Boards of Licensure or Certification for the applicable Scope of Practice
 - Provider’s Selected Accrediting Body
- Selected applicants must have the ability to mirror the district modality for instruction. At this time in-person service delivery is preferred.

Providers/Agencies and applicants are required to disclose any pending or final sanctions under the Medicare or Medicaid programs including paybacks, lawsuits, insurance claims or payouts, and disciplinary actions of the applicable licensure boards or adverse actions by regulatory agencies within the past five years or now pending. The provider’s or applicant’s owner(s) and managing employee(s) may not previously have been the owners or managing employees of a provider which had its participation in any State’s Medicaid program or the Medicare program involuntarily terminated for any reason or owes an outstanding overpayment to an LME/MCO or an outstanding final overpayment to DHHS.

For purposes of this procedure, JCPS considers an action of DHHS, including its divisions and LME/MCOs to be final upon notification to the provider, unless such action is under appeal. For actions by DHHS or LME/MCO under appeal, JCPS may, in its discretion, pend its award or enrollment for up to 90 days to allow for a final resolution or final decision by the NC OAH. If no final decision is rendered in that time period then the provider or applicant is deemed *not* in Good Standing.

Scope of Proposal:

Mental health and behavioral health services provided to JCPS students in school should be based on the following principles and guidelines:

- Services will be provided by licensed professionals (LCMHC/LCSW) who are supervised and capable of consulting other licensed professionals as needed.
- Family engagement and active family involvement is critical at the initiation and throughout the treatment process. Services will only be provided to enrolled students with consent from their parent/guardian. Providers/agencies agree to follow the process and protocol determined by JCPS regarding referral for services and to work with JCPS to develop appropriate consent forms and information materials about services offered.
- Services should be proactive and positive, building on the strengths of the students and families.
- Service providers/agencies should show willingness to build strong collaborations in partnership with Johnston County Public School System, School-Based Mental Health Specialist, and school staff at assigned location(s).

- Services must follow the mandate to be least intrusive, least restrictive and responsive to the individual needs of the child within the school setting.
- All employees of the provider/agency shall agree to follow all JCPS rules, regulations, procedures (including background checks and screening processes), and Board Policies when providing services to JCPS students on school property or virtually if the client is receiving services through the SBMH Program.
- Providers / agencies will be responsible for insurance verification, billing, paperwork, necessary signatures to begin services, and for release of information.
- Providers / agencies will accept all referral submissions who have no source of payment and preferably have a contract with Alliance to access IPRS (Integrated Payment & Reporting System) funding. Providers should be able to accept Medicaid / NC Standard Care Plans and also be part of private insurance panels. Specific details about pro bono service and additional JCPS Funding expectations will be outlined in MOU/Contract for Service, but include a minimal expectation of one pro bono case for every nine students for which payment is collected.
- Services should be provided during regular seven-hour school days on school campuses and to accommodate the schedules of parents and families, offsite or virtual in the evenings for assessments if necessary.
- Providers / agencies will be responsible for remaining accessible and continuing services to students during periods of time when school is not in session (Winter Break, Spring Break , and Summer Break).

Submission Instructions:

Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing by **June 27, 2024**. All questions must be submitted to via the Question Form at: <https://forms.gle/MC2eY44VTFWe1b1G7>

Responses to these questions will be provided **no later than July 3, 2024** via this [Link](#). JCPS will make every effort to provide answers to questions within 48 business hours of receiving the question via the link provided: https://docs.google.com/spreadsheets/d/1CRD4O_tI9m7UVs0agYTQO3kQcU-3vc110p_g-RSI2IY/edit?usp=sharing

Submission of Proposal

- Indicate the Applicant name and RFP number on the front of your proposal envelope or package.
- Include the RFP number and page number on the bottom of each page of your proposal.
- Proposals must be submitted according to the below described Eligible Applicant Proposal Format (beginning on page 7).
- Proposals must address the questions and items set out on the following pages and must be typewritten and sign in ink the Authorization to Submit Proposal Certification Form (Page 21) to bind the applicant to the provisions contained within the proposal.
- Trade secrets or similar proprietary data which the organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by state law and

rule if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section.

- One (1) original, signed copy of the proposal plus three (3) printed copies for use by the review committee. Proposals must be delivered in a sealed envelope no later than the date and time specified herein.
- JCPS will not be held responsible for the failure of any mail or delivery service to deliver a proposal response by the stated proposal due date and time.
- No fax responses will be accepted or considered.

To receive consideration, sealed bids shall be submitted, an original and one (3) copy of the proposal (4 copies total) to JCPS West Campus, 211 East Rose Street Smithfield, NC 27577 RFP No. 200-JCPS-SBMH-2024-CR Attn: Michelle Bizzell, **no later than 1:00 P.M. on July 24, 2024**, at which time they will be publicly opened. Bidders are welcome to attend the bid opening, but bidder presence is not required and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. The time/date recorder located at West Campus, 211 East Rose Street Smithfield, NC 27577 will be used to record the official time of receipt. The outside of the sealed envelope shall be marked **RFP No. 200-JCPS-SBMH-2024-CR, along with the Vendor Name and submittal deadline date and time as indicated. Late submissions will not be considered.**

Mailing Instructions

Mail one original executed bid document and one (1) copy of your proposal (2 total). Bids should be completely sealed and sent to JCPS West Campus, 211 East Rose Street Smithfield, NC 27577 RFP No. 200-JCPS-SBMH-2024-CR Attn: Michelle Bizzell, **no later than 1:00 P.M. on July 24, 2024**, at which time they will be publicly opened. The outside of the sealed envelope shall be marked **RFP No. 200-JCPS-SBMH-2024-CR, along with the Vendor Name and submittal deadline date and time as indicated.** Address envelope as shown below. It is the sole responsibility of the bidder to have the bid in this office before the specified time and date of bid opening.

DELIVER TO:

Johnston County Public Schools
West Campus
RFP No. 200-JCPS-SBMH-2024-CR
Attn: Michelle Bizzell
211 East Rose Street
Smithfield, NC 27577
Bid Deadline Date: July 24, 2024
Bid Deadline Time: 1:00 PM EST

**RFP number and vendor name must be
clearly written on OUTER envelope
FAILURE TO INCLUDE BID NUMBER AND
VENDOR NAME ON OUTER ENVELOPE MAY
CAUSE BID TO BE CONSIDERED
NONRESPONSIVE**

Schedule of Events:

Event	Date/Time
Public Notice of RFP	June 12, 2024
RFP Question Submissions Due	June 27, 2024
RFP Question Responses Posted	July 3, 2024
PROPOSALS DUE	July 24, 2024 1:00 PM EST
BID OPENING	July 24, 2024 1:00 PM EST

JCPS reserves the right to:

- Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.
- Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.
- Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.
- Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

Eligible Applicants Proposal Format

Proposals shall conform substantially to the following format using tabs/section dividers to designate sections:

Section A. Introduction (3 pages max)

1. Describe why you believe that your organization/agency, from a business, professional, clinical, administrative, financial and technical perspective, should be awarded an agreement for the services requested. Describe any distinguishing features JCPS should know about your services and organization/agency as well as an overview of your proposal.
2. If your organization is using an outside consultant to assist with the RFP, please provide the name of the consultant.

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

This section is intended to assess the organization's past record of services, compliance with applicable laws, standards and regulations, the qualifications and competency of its staff, the satisfaction of consumers and family members served, systems of oversight, adequacy of staffing infrastructure, use of best practices, and quality management systems as they relate to this RFP.

For this RFP describe your organization's background and expertise in the following:

1. How long has your organization/agency provided Mental Health Services to children and adolescents?
2. At the time of this RFP how many Johnston County youth does your agency serve?
3. Provide a detailed implementation plan for the services requested. Please include a timeline for an anticipated August Organization/Agency On-Boarding and a September School/Therapist On-Boarding.

4. Describe your organization/agency's intake process for mental health services / behavior supports. How does this intake process support school-based referrals from submission to scheduling an assessment with a guardian?
5. Describe how students and families will be involved in treatment and services.
6. What is your clinical supervision plan? Describe the clinical infrastructure to address challenges in meeting specific client needs (such as challenging behaviors or medical problems).
7. Please include an organizational chart of your current staffing and specialized certifications (i.e. Trauma Informed Therapist) for therapists partnered with the SBMH Program.
8. Describe how you will address each of the required elements listed in the Scope of Proposal:
 - a. Describe your organization/agency's commitment to the concepts of recovery and resiliency. Explain how you intend to ensure ongoing program focus on the concepts of recovery and resiliency as they apply to children and adolescents.
 - b. Please clearly indicate how the proposed programs will accommodate students with varying intellectual abilities (e.g. moderate/mild intellectual disability to academically gifted) or special communication needs (e.g. deaf, hard of hearing, blind).
 - c. Indicate how your organization will accommodate language needs.
 - d. Describe the service philosophy, model of service delivery, ability and experience of the staff to successfully work with students who may be undiagnosed/diagnosed with severe trauma, substance abuse/use, struggling with tobacco cessation, poverty, attention deficit hyperactivity disorder and/or have a history of oppositional defiant and/or aggressive behaviors.
 - e. What evidence-based models does your organization/agency utilize for service, specifically for individuals with mental health challenges and substance use challenges in the school setting? Include any unique approaches and/or treatment methodology that would be used to ensure continued treatment of difficult to severe youth.
 - f. Describe the organization/agency's commitment to obtaining relevant required training of outpatient co-located treatment staff. In addition, what efforts are taken to ensure that future staff development and training opportunities will also be made available.
 - g. Describe your program capacity regarding the number of students that could be served within a co-located school setting. Include your projected therapist caseload capacity per day and per week for elementary and secondary school settings.
 - h. What is your organization/agency's desired number of schools to partner with? Would there be capacity to grow these partnerships over time with additional therapeutic support?

- i. Describe referral connections/process your organization/agency has established for clients who need a higher level of care.
 - j. Describe how your organization/agency expects to conduct the assessment process. Describe what assessment instruments will be utilized during this process and how long for a completed assessment. If needed, how will additional organization/agency resources be identified and allocated to address a greater need for assessments to be completed?
 - k. How will the organization/agency ensure that the school staff, family, and other agencies, if relevant, will be included in the development of the treatment plan and ongoing treatment planning process?
 - l. What is the organization/agency's discharge planning process? How will the organization/agency ensure that discharge recommendations are understood and what assistance will be given to families to access necessary services upon discharge? How will school staff be included/considered in discharge planning and support?
 - m. Explain how the agency will ensure ongoing internal monitoring and quality assurance within the outpatient co-located programs and services.
 - n. List the insurance companies the organization/agency is in-network with, specifically the identified school-based therapists, and describe the plan to address clients who do not have insurance or the means to cover copay expenses.
9. How do you currently collaborate with school system staff to involve them in the client's support system? How will your organization/agency accommodate 15-45 minute monthly virtual meetings with the School Team and School-Based Mental Health Specialist?
10. Describe your overall collaboration with the school system. How have you demonstrated a meaningful partnership with school systems? What were the key elements that proved successful or presented challenges?
11. Do you currently have any MOU/MOAs or contracts with a school system? If so, please list past and current district/school partnerships with start and end dates. If applicable, please attach current MOU/MOAs or contracts.
12. Please describe specifically how you will approach serving students K-12?
13. Provide information about your strategies for recruitment, retention and support of qualified staffing.
14. Please attach your policies and procedures for services that address crisis response and first responder coverage. The successful applicant is expected to have a quality improvement plan that includes expected outcomes, performance indicators (or related goals), and how individual and program progress will be measured in accordance with the applicable service definition.

15. Describe how you evaluate consumer outcomes and how you utilize this information to better agency services. In addition, describe how your organization will utilize the data generated by performance indicators, outcomes, survey results, stakeholder feedback to improve the quality of care. Please provide outcome data for past 2 years for services and how your organization has utilized this data to improve program quality.
16. How is your agency structured to provide monthly updates to the school district, including types of services rendered, frequency, duration, and all other pertinent details indicated on the JCPS Provider Data Tracking Tool (provided by the school district) to determine impact and effectiveness of services? JCPS Provider Data Tracking Tool includes (but not limited to) demographics, insurance provider, status of referral/student engagement, referral date, CCA date, primary language of CCA, date of first service, primary language of service, number of sessions, discharge/referral information, and any notes regarding attempts to engage parent/guardians.
17. Describe how you monitor the program for fidelity with the model you use. Include an example of fidelity monitoring.
18. Attach or include self pay rates for SBMH Outpatient Therapy, including but not limited to: Comprehensive Clinical Assessment 60+ Minutes, 53+ Minute Therapy, 38-52 Minute Therapy, and 16-37 Minute Therapy.

Proposal Evaluation:

Award of a MOU and contract to invoice JCPS for at-risk youth resulting from this RFP will be based upon the Proposal(s) best aligned with the cost, service objectives, and other factors as specified herein. Providers shall demonstrate experience and competency in the requested service(s). Stability of past operations is important.

Proposals will be evaluated using a standardized evaluation sheet for the elements from the RFP outline. Proposals will be pre-screened to ensure the organization (i) meets the minimum qualifications (ii) has completed all material sections of the RFP, and (iii) is responsive to the questions.

Once a proposal passes the pre-screen process, it will be reviewed by a selection committee designated by JCPS which may include JCPS staff, area board members, and other stakeholders deemed needed. Reviewers will utilize the [Evaluation Tool](#) and scores will be calculated from all the reviewers. If necessary, an interview process may be utilized to gain additional information and pose questions of providers. The evaluation will include the extent to which the proposal meets the stated requirements as set out in this RFP as well as the applicants' stability, experience, and record of past performance in delivering such services.

Partnership/MOU Award:

The successful applicant(s) chosen by JCPS will be required to enter into a Memorandum of Understanding (MOU) and contract to invoice JCPS for at-risk youth. Providers will be notified on or around August 1, 2024 by phone call and email to the contact listed on the Authorization to Submit Proposal Form (Page 21).

When applicable, if the successful applicant is not a credentialed provider in Alliance's closed network or eligible to accept private insurance, the award of this MOU shall be subject to successful credentialing by Alliance or private insurance panels. The applicant will be required to complete an application to join the network, agreeing: (a) to comply with all network requirements for reporting, inspections, monitoring, consumer choice requirements; and (b) to participate in the corporate compliance process and the network continuous quality improvement process.

Providers shall agree to accept all referrals meeting criteria for services they provide when there is available capacity; if the Provider is not capable of providing the needed support, a referral to adequate services should be provided. This should only occur when the Provider does not offer a service.

The initial term of any agreement awarded hereunder will be through August 31, 2025. Any renewal shall be based on satisfactory performance by the Provider during the previous years for the services provided and funding availability.

Cancellation of Agreement: JCPS reserves the right to cancel and terminate any resulting agreements or MOUs and contracts to invoice JCPS for at-risk youth, in part or in whole, without penalty, upon thirty (30) days written notice to the Provider. Any agreement cancellation shall not relieve the Provider of the obligation to deliver and/or perform obligations outstanding prior to the effective date of cancellation or to transition consumers and consumers' records.

Other General Information:

The following outlines additional information related to the submission of proposals:

- JCPS reserves the right to reject any and all proposals for any reason, including but not limited to false information contained in the proposal and discovered by JCPS.
- Any cost incurred by an organization in preparing or submitting a proposal is the bidder's sole responsibility. JCPS will not reimburse any bidder for any pre-award costs incurred. All materials submitted to JCPS will become the property of JCPS and will not be returned.
- All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and conditions by any organization may be grounds for rejection of that organization's proposal.
- In submitting its proposal, organizations/agencies agree not to use the results thereof or as part of any news release or commercial advertising without prior written approval of JCPS.
- All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the organization or organization will become the property of JCPS when received.
- The signer of any proposal submitted in response to this RFP certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

663059712. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Request for Proposal, the specifications. Johnston County Public Schools ("JCPS") objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

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

663059713. **DEFINITIONS:**

- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Proposal.
- **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
- **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.

663059714. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

663059715. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.

663059716. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

663059717. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

663059718. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

663059719. **RECYCLING AND SOURCE REDUCTION:** It is the policy of JCPS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.

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

Companies are strongly urged to bring to the attention of JCPS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.

663059720. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from JCPS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

663059721. **ACCEPTANCE AND REJECTION:** JCPS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

663059722. **REFERENCES:** JCPS reserves the right to require a list of users of the exact item offered. JCPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

663059723. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to JCPS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by JCPS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by JCPS or the bidder, JCPS reserves the right to accept any item or group of items on a multi-item bid. JCPS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, JCPS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by JCPS to be pertinent or peculiar to the purchase in question.

Bid No. 200-JCPS-SBMH-2024-CR

663059724. **HISTORICALLY UNDERUTILIZED BUSINESSES:** JCPS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
663059725. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, JCPS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
663059726. **SAMPLES:** Sample of items, **when required**, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become JCPS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
663059727. **AWARD PROCEDURES:** Contract award notice shall be posted on JCPS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
663059728. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Johnston County Public Schools Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to JCPS. Unless formally waived by JCPS, the existence of a family relationship covered by this Contract is grounds for immediate termination by JCPS without further financial liability to the Bidder.
663059729. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, JCPS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. JCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to JCPS.
663059730. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing JCPS, indicating the specific regulation which required such alterations. JCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
663059731. **TAXES:** Any applicable taxes shall be included. G.S. 143-59.1 bars the JCPS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
663059732. **SITUS:** The place of this contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
663059733. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
663059734. **INSPECTION AT BIDDER'S SITE:** JCPS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for JCPS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
663059735. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) or check from other customers.
663059736. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
663059737. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and

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furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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

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

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

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

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

663059740. **INSURANCE:**

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

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

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

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

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

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

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

663059742. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

663059743. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

663059744. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Bidder to other customers.

- a. **Notification:** Must be given to JCPS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** JCPS shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with JCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by JCPS shall occur

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not later than 15 days after the receipt by JCPS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

663059745. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

663059746. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. JCPS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if JCPS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

663059747. **ACCESS TO PERSONS AND RECORDS:** JCPS auditors shall have access to any records as a result of this bid or the Contract. JCPS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.

663059748. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

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

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

Federally Required Clauses

Remedies for Breach: Contracts exceeding the Simplified Acquisition Threshold (\$250,000) must address administrative, contractual, or legal remedies where contractors violate or breach contract terms.

Termination for Cause/Convenience: Contracts in excess of \$10,000 must address the ability of non-Federal entities to terminate (1) for cause, and (2) for convenience (i.e., for any reason).

Equal Opportunity Clause: “Federally assisted construction contracts” (41 C.F.R. 60-1.3) must include the Equal Opportunity Clause specified at 41 C.F.R. Part 60-1.4(b).

Davis-Bacon Act: “Where required by Federal program legislation”, all prime construction contracts” in excess of \$2,000 must require compliance with 7 Davis-Bacon Act (40 U.S.C. 3141-3144; 3146-3148) and implementing regulations. Generally, the Act requires payment of “prevailing wages” specified in Department of Labor guidance and payment no less than once per week.

Copeland Anti-Kickback Act: All prime construction contracts in excess of \$2,000 include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), which generally prohibits contractors from inducing any person involved in construction to give up any compensation to which they are entitled.

Contract Work Hours and Safety Standards Act: Requires computing wages of mechanics and laborers used in construction work on basis of 40-hour work week and 1.5x pay overtime wages. Prohibits requiring laborers and mechanics from working in unsanitary, hazardous, or dangerous settings.

Rights to Inventions Made Under a Contract or Agreement: Requires non-Federal entities to comply with 37 C.F.R. Part 401 (implementing provisions of Bayh-Dole Act), which governs rights to certain intellectual property develop with the proceeds of federal funding.

Clean Air Act and Federal Water Pollution Control Act: Contracts and subawards in excess of \$150,000 must contain a provision requiring non-Federal award to agree to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water.

Suspension and Debarment: Contracts cannot be awarded to exclude parties. Contractor should certify that contractor, principals, or affiliates are excluded or disqualified. Contractor should agree to flow down requirements to covered transactions.

Byrd Anti-Lobbying Amendment: Contractors that apply or bid on contracts exceeding \$100,000 must file with recipient or subrecipient the certification found at 31 C.F.R. Part 21, Appendix A (Certification Regarding Lobbying). Separately, all contractors must certify to the tier above that it will not and has not used Federal appropriate funds to lobby (as further defined in the clause).

Procurement of Recovered Materials: Requires contractors to comply with Section 6002 of Solid Waste Disposal Act, which generally requires procuring only items designated by EPA at 40 CFR Part 247 as containing “highest percentage of recovered materials practicable” where the cost of a purchase exceeds \$10,000.

Huawei / ZTE Ban (“Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment”): Prohibits recipients or subrecipients from obligating grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend a renew a contract) to procure or obtain...

Equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential part of any system, or as critical technology of any system. “Covered telecommunications equipment or services” includes items produced by certain Chinese manufacturers specified in 2 C.F.R. 200.216.

Domestic Preferences Clause: 2 C.F.R. 200.322 states that “as appropriate and to the extent consistent with law, the non-Federal entity *should*, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).”

JCPS Purchasing Department Ethics Policy and Standards of Conduct

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

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

Conflict of Interest:

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

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

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

Nepotism:

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

Gifts to Employees:

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

JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE

PURPOSE

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

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of Johnston County Public Schools transmitting via fax or email the announcement of intent to award.

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

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

After careful consideration of all relevant information the Director of Purchasing shall make a written decision.

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

CONTRACT PROVISIONS

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

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") / Race to the Top ("RttT") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA/RttT-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA/RttT, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

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

Required Contract Provision to Implement ARRA/RttT Section 902

Section 902 of the ARRA/RttT requires that each contract awarded using ARRA/RttT funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

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- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA/RttT with respect to contracts funded with recovery funds made available under the ARRA/RttT. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA/RttT provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA/RttT requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA/RttT requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA/RttT shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

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

Whistleblower Provisions

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

Outsourcing outside the USA without Specific Prior Approval Provision

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

Federal, State and Local Tax Obligations

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

Anti-Discrimination and Equal Opportunity

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

Office of State Budget and Management Access to Records

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



Authorization to Submit Proposal

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

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

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids will not be accepted.

Bidder Guarantee of Pricing, Terms and Conditions

Bidder acknowledges that all pricing and information contained within are accurate and guaranteed by signing below:

(Must be signed by a representative having legal authority to submit bids on behalf of the company)

Vendor Name: _____

Address: _____

Point of Contact Phone No.: _____

Point of Contact Email Address: _____

WEB Address: _____

Has your company been debarred, suspended, or otherwise excluded or ineligible from doing business with either the State or Federal Government? Yes _____ No _____

Vendor Authorized Signature: _____ Date: _____

Please Print Name: _____