

Request for Proposals

For Day Treatment Services in Winston-Salem/Forsyth County
Schools

RFP 260-02232024-859100

2024-2025



Issue Date: March 4, 2024

Applicants must be currently licensed to provide the day treatment services.



Winston-Salem Forsyth County Schools (WS/FCS) is seeking to partner with community-based behavioral health providers for Day Treatment Services at the K-12 level. These specialized educational programs are tailored to meet the academic, behavioral, emotional, and social needs of students who require more intensive support than what is typically provided in a traditional school setting.

Providers interested in offering Day Treatment Services must meet specific criteria. They must ensure that their staff possess all necessary degrees and licensure to provide mental and behavioral health services to students. Additionally, they should demonstrate a proven track record in delivering therapeutic day treatment services to individuals with diverse diagnoses. Finally, providers must uphold strict confidentiality standards.

Key features of day treatment programs at the K-12 level include:

- **Intensive Support:** Day treatment programs offer a higher level of support than mainstream schools, with smaller class sizes and a lower student-to-teacher ratio, allowing for more individualized attention and tailored support.
- **Therapeutic Services:** In addition to academic instruction, day treatment programs provide access to therapeutic services such as counseling, behavioral therapy, social skills training, and support groups to address underlying issues and develop coping skills.
- **Structured Environment:** Day treatment programs offer a structured and supportive learning environment with clear expectations and consistent routines to promote positive behavior and academic engagement.
- **Collaboration with Families and Community Resources:** Day treatment programs work closely with students' families, community agencies, and mental health professionals to ensure a comprehensive approach to support, including regular communication, family therapy sessions, and referrals to outside services.
- **Transition Planning:** Day treatment programs focus on helping students transition back to mainstream school settings or prepare for life after graduation by developing individualized education plans, providing transition services, and facilitating connections with post-secondary education or vocational programs.

Overall, day treatment programs at the K-12 level serve as critical resources for students with complex needs, aiming to empower them to overcome challenges, achieve academic success, and thrive in their educational and personal lives.

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

Please submit one (1) original and six (6) copies of the RFP submission along with the agency's policy on client/parent expectations to receive treatment, to John Mann at the address shown below. Submissions must be received no later than 5:00 PM EST March 29, 2024, for members of the RFP team. Please note RFP submissions may not be submitted via facsimile machine or electronic mail. Respondents should allow sufficient mail delivery time to ensure timely receipt. Failure to provide all

the requested information or comply with these provisions may result in the disqualification of the agency. Should the agency be selected, the agency must enter into an agreement containing additional contract terms and conditions as outlined in the Memorandum of Understanding (MOU).

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

Criteria	Points
<p>Letter of Intent:</p> <p>Providers must submit a comprehensive letter of intent outlining their interest in providing day treatment services, including a brief overview of their organization, mission, and commitment to serving K-12 students with behavioral health needs.</p>	10
<p>Introduction:</p> <p>Providers should introduce themselves, detailing their experience in delivering mental and behavioral health services to children and adolescents. This section should highlight their understanding of the unique challenges faced by students in a day treatment setting.</p>	10
<p>Experience and Qualifications:</p> <p>Providers must demonstrate experience in offering therapeutic day treatment services to individuals with various diagnoses to include but not limited to depression, anxiety, mood disorders and ASD. This should include details on past projects, success stories, and any relevant partnerships or collaborations.</p>	15
<p>Training:</p> <p>Provide details on additional training completed by staff, including but not limited to verbal de-escalation, restraint techniques, Positive Behavioral Interventions and Supports (PBIS), and bloodborne pathogen (OSHA) training. Documentation of staff certifications in these areas should be included.</p> <p>Screenings:</p> <p>Include documentation of drug screening and criminal background checks for all clinical staff and supervisors. This is essential to ensure the safety and well-being of students in the day treatment program.</p> <p>TB Test:</p> <p>Submit proof of the successful completion of a TB test for each team member. This measure is crucial to ensure the health and safety of both staff and students, minimizing the risk of transmitting tuberculosis within the school environment.</p>	15
<p>Services and Supports:</p> <p>Describe the range of services and supports offered by the provider, including individual therapy, group therapy, family therapy, counseling, behavioral interventions, social skills training, academic support, and any other relevant interventions tailored to the needs of K-12 students.</p>	15
<p>Intake/Assessment/Referral Process:</p> <p>Outline intake, assessment, and referral process, detailing how students are identified for the day treatment program, the assessment tools used to evaluate their needs, and the process for referring students to other services or levels of care</p>	10

as needed. Additionally, copies of documents must be provided outlining client and parent responsibilities in receiving services.	
Capacity: Provide information on the provider's capacity to serve students, including the number of available staff, the maximum enrollment capacity of the program, and any plans for expansion or scalability to meet increased demand.	10
Policy: Submit <u>ALL</u> current policies and procedures for day treatment. Additionally, provide an attestation affirming the agencies commitment to promptly update the school district with any changes to these policies and procedures.	15
Total Score The combined evaluation of the above criteria will contribute to the total score for your agency's proposal. We appreciate your thorough responses to these sections, which will greatly assist us in evaluating the potential fit and effectiveness of your services in our educational environment.	100

Agencies should submit their response to:

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

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

All questions related to this RFP must be submitted via email by 3:00 p.m. on March 18, 2024, to: John Mann Jr, Director of Procurement Services, at jwmann@wsfcs.k12.nc.us. All responses to questions or requests received by this deadline will be addressed.

Request for Qualifications to Provide Day Treatment Services

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

To qualify for partnership, providers must hold Medicaid credentialing. Selection of eligible partners will undergo a meticulous and comprehensive assessment. Prospective partners must initially meet program standards for consideration. Upon selection, partners are required to consistently deliver high-quality services to maintain their standing as service providers within the district.

Proposal:

The Winston Salem Forsyth County Schools (WS/FCS) district is seeking proposals from qualified day treatment providers to offer comprehensive services to the fourth largest district in North Carolina. This urban school system comprises 81 schools and serves a diverse student population of approximately 54,000. The district's demographic makeup includes: 33.6% white students; 29.8% African American students; 28.4% Hispanic students; 5.4% multiracial students; 2.5% Asian students; and less than 1% American Indian or Native Hawaiian/Pacific Islander students. We are seeking dynamic agencies with a demonstrated track record of excellence in delivering high-quality day treatment services.

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

WS/FCS is seeking proposals from qualified and licensed agencies/providers to offer day treatment in a facility that is already certified. WS/FCS invites appropriately qualified providers to submit their proposals for consideration. Agencies/providers must have at least 3 years of experience and be in good standing, All applicants must be able and eligible to bill Medicaid and to provide pro bono services to 1 student for every 10 students billed.

Letter of Intent:

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

Proposal Submission Requirements /Specifications

1. **Agency History:** Provide a concise overview of the organization's background, including services offered and past experience working with school-age children and in public school settings.
2. **Agency Philosophy:** Outline the agency's treatment approaches, philosophies, goals, and objectives as they relate to the desired services and outcomes of the district.
3. **Agency Services:** Provide a comprehensive description of the services the agency will offer in the school-based setting and for the families of school-based clients. Additionally, explain how the agency plans to address the summer months when students are not attending school.

4. Agency Capacity: Conduct a thorough analysis of the agency's current capacity to meet the district's needs. Specify the estimated number of full-time equivalent therapists the agency can provide based on a full-time caseload of twenty-five clients. Describe how the agency will prepare for staffing and oversight to commence school-based services by October. Mention any preferences regarding age group/school level or geographic location and explain the agency's ability to provide telehealth services.
5. Liability Insurance: The agency will provide documentation of liability insurance. Minimum coverage would include, but not limited to workers compensation, commercial liability insurance in a minimum of \$1,000,000.00 single limit, \$2,000,000.00 aggregate from an insurance company licensed in NC.
6. Medicaid and Private Insurance Billing: Detail the agency's ability to bill Medicaid and directly bill private insurance agencies. Highlight any commitments the agency has made to serving uninsured and underinsured clientele. Emphasize that WS/FCS is not financially responsible for any services rendered by the provider.
7. School-Based Program Staffing: Explain how the agency will ensure that all staff delivering school-based services are licensed clinicians. Discuss the training and ongoing support the agency anticipates providing to school-based therapists. Include information on the agency's ability to serve students and families from diverse linguistic backgrounds.
8. Quality Control: Describe the agency's strategies for delivering high-quality, research-based interventions and services to various student populations. Specify the demographic groups for which the interventions have been found to be most effective. Outline the organizational structure that will support and supervise school-based therapists and the internal mechanisms involved in quality monitoring. Clarify the roles and responsibilities of agency staff, clients, and direct service providers within the school-based program.
9. School-Based Service Delivery: Highlight the unique characteristics of the agency that make it well-suited to act as a service provider for the district. Provide examples of relevant projects or contracts from the past five years involving school-aged populations, along with contact information for those projects. Discuss the agency's vision for collaboration between school-based therapists and school staff to support the district's goals for the mental health program.
10. Confidentiality in the School Setting: Explain the agency's procedures for maintaining HIPAA compliance while adhering to the Federal Family Educational Rights and Privacy Act (FERPA) and WS/FCS Board policy regarding student and school safety.
11. Collaborative Relationships: Describe the methods and strategies the agency will employ to engage with the school community and parents of students, fostering positive and collaborative working relationships.
12. Referral Processing: Outline the agency's procedures for ensuring consistent processing of referrals, communication with parents and school staff, management of waitlists, and strategies to prevent any gaps in service due to therapist vacancies or extended absences.
13. Decision-Making Process: Outline the process for coming to a decision to refuse services to a student based upon either their behavior, their response to treatment, or lack thereof of the behavior of the parent/guardian.

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

Desired District Outcomes

1. **Improved Behavioral Management:** The district seeks to observe a reduction in disruptive behaviors and an increase in positive behavior management strategies among students participating in day treatment programs.
2. **Enhanced Social Skills:** Desired outcomes include improved social skills, such as effective communication, conflict resolution, cooperation, and relationship-building, leading to better interactions with peers and adults.
3. **Increased Emotional Regulation:** The district aims for students to develop greater emotional regulation skills, leading to decreased instances of emotional outbursts, aggression, and impulsivity.
4. **Better Academic Engagement:** Desired outcomes include increased academic engagement, participation, and motivation among students, resulting in improved attendance, completion of assignments, and academic progress.
5. **Strengthened Family Involvement:** The district desires to see increased family involvement and engagement in the treatment process, including participation in family therapy sessions, adherence to treatment plans, and collaboration with school staff.
6. **Successful Reintegration:** The district aims for students to successfully transition back to mainstream school settings, demonstrating improved readiness to engage in classroom learning and social interactions.
7. **Enhanced Coping Skills:** Desired outcomes include the development of effective coping skills and strategies to manage stress, anxiety, and other challenges, leading to increased resilience and adaptive functioning.
8. **Positive Mental Health Outcomes:** The district seeks to observe improvements in students' mental health and well-being, including reduced symptoms of depression, anxiety, trauma, and other mental health concerns.
9. **Academic Progress:** Desired outcomes include academic gains, such as improved grades, test scores, and graduation rates, indicating that students are able to succeed academically despite their challenges.
10. **Increased Community Integration:** The district desires to see students actively participating in community activities, accessing community resources, and building positive relationships outside of the school environment.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

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

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

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

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

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- Any applicable taxes shall be invoiced as a separate item.

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

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

All contracts are awarded contingent upon the availability of funds.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WS/FCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the WS/FCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become WS/FCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the WS/FCS Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Purchasing Department within (5) consecutive business days of the e-mail notification to the offeror of WS/FCS' intent to maintain the original award. The offeror must submit a written protest letter to the WS/FCS Purchasing Officer. This letter must contain specific reasons and any supporting documentation for the protest.

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

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

22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

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

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

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

- C. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.
 - 1. Child Molestation or Abuse or indecent liberties with a child;
 - 2. Rape;
 - 3. Any Sexually Oriented Crime;
 - 4. Drugs: Felony use, possession or distribution;
 - 5. Murder, manslaughter or other death related charge; or

6. Assault with a deadly weapon or assault with intent to kill.
- D. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
- E. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.
- F. WS/FCS, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WINSTON SALEM FORSYTH COUNTY SCHOOLS (WS/FCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WS/FCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WS/FCS.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. WS/FCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by WS/FCS.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G. S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** WS/FCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WS/FCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **PATENT:** The contractor shall hold and save WS/FCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
17. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance

coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall 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.

18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by WS/FCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by WS/FCS under this contract.
20. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
21. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
22. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to WS/FCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of

manufacturer's official notice or other acceptable evidence that the change is general in nature.

- b. **Decreases**: WS/FCS shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases**: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WS/FCS reserving the right to accept or reject the increase or cancel the contract. Such action by WS/FCS shall occur not later than 15 days after the receipt by WS/FCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.