



NEW HANOVER COUNTY SCHOOLS

RFP: 218-4-27

TITLE: Speech-Language Pathology Services

USING AGENCY: SPECIAL EDUCATION AND RELATED SERVICES

ISSUE DATE: July 9, 2026

ISSUING AGENCY: New Hanover County Schools
Brad Lackey
Purchasing Officer
2814 Carolina Beach Road
Wilmington North Carolina 28412

Sealed Proposals subject to the conditions made a part hereof will be received until 2:00 p.m., August 4th, 2026 for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE. COST PROPOSALS SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. SUBMIT TWO SEALED ENVELOPES. ONE ENVELOPE CONTAINING TECHNICAL REQUIREMENTS AND ONE SEALED ENVELOPE CONTAINING COST PROPOSALS.

IMPORTANT NOTE: Indicate firm name, "Technical Proposal" or "Cost Proposal", and RFP number on the front of each sealed proposal envelope or package. Submit (4) copies and (1) original of the Technical Proposal and (1) original Cost Proposal. Technical Proposals and Cost Proposals must be submitted in separate envelopes.

Direct all inquiries concerning this RFP to:
Brad Lackey
New Hanover County Schools Purchasing Officer
2814 Carolina Beach Road
Wilmington North Carolina 28412
Email: brad.lackey@nhcs.net
Telephone: 1(910)254-4419

All questions shall be submitted in writing and e-mailed to brad.lackey@nhcs.net. Questions will be received until 1:00 p.m., July 16th, 2026.

INTRODUCTION

New Hanover County Schools is soliciting proposals from firms to provide special education and related services to students with disabilities in New Hanover County Schools during the 2026-2027 school year (July 1, 2026, through June 30, 2027), with an option to renew an additional two years in one-year increments.

New Hanover County Schools intends to award contracts to entities utilizing a qualification-based selection process. This request is for Speech-Language Pathology services to be delivered by a Speech-Language Pathologist in-person or virtual OR a Speech-Language Pathology Assistant. The services would include one-on-one direct intervention, consultation with students/staff, and consultation for supplementary aids and services.

BACKGROUND

As of April 1, 2026, New Hanover County Schools provides special education and related services to approximately 3,600 students with disabilities. Contract services for 2026-2027 are projected as follows: (the projected hours are provided as a guide and are not guaranteed for any contract awarded as a result of this solicitation).

**1600 hours of Speech-Language Pathology services
(proposal could include SLP (in-person), SLP (virtual), SLPA or any combination
of these three roles)**

Speech-Language Pathology Services

There are 45 public (three pre-kindergarten, twenty-four elementary, seven traditional middle, four traditional high, three early colleges, two alternatives and two specialty) schools in New Hanover County serving students ages 3 through 22 years old. During 2026-2027, New Hanover County will continue its approach of a unified system of services by providing as many services as possible at each of our district schools.

These factors greatly impact the role of service providers in educational settings. Services to students with disabilities are delivered in a greater variety of settings, in collaboration with a variety of personnel and in support of the educational future of the student. Assisting practitioners in the educational setting to attain these outcomes requires beliefs, roles and practices which differ from other settings (e.g. clinics, homes). Participation in professional development activities, strong communication practices and strong partnerships are essential to delivery of services in an educational setting.

SCOPE OF WORK

Firms may offer proposals for Speech-Language Pathology Services to provide direct and/or consultative services in a school setting with students ages 3 through 22 years old. Services will be provided to individual children or young adults, in smoke-free educational settings, during school employee hours, on school calendar dates, and in accordance with Individualized Education Programs (IEP) for each student and/or federal, state or New Hanover County Schools regulations and procedures.

Speech-Language Pathology Services (In-Person)

EDUCATION, TRAINING, AND EXPERIENCE

- Master's degree in Speech-Language Pathology
- Certificate of Clinical Competence from the American Speech Language and Hearing Association (ASHA) preferred
- North Carolina license

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Follow all rules, policies and procedures of New Hanover County Schools, along with state and federal regulations, including IDEA
- Conduct screening and testing, obtain diagnostic information, analyze information and make recommendations regarding programs and services
- Develop individual education plans for each speech-language eligible student in collaboration with the classroom teacher, parent, LEA representative and other pertinent professionals
- Plan therapy and use appropriate diagnostic tools and therapy techniques to support the curriculum
- Team with support specialists, teachers, and other school personnel in the delivery of services; plan, conduct, and assist in staff development activities
- Provide appropriate information on an informal or formal basis regarding speech, language and hearing programs and services.
- Organize the school program, cooperate with others to accomplish its goals, coordinate program services with other student services and maintain records in accordance with established rules, regulations and ethical standards
- Maintain Medicaid billing profiles and therapy notes on all Medicaid eligible students using the designated billing service for the district
- Provide consultation to parents, teachers and other appropriate school personnel; seek assistance of teachers, parents and others to meet the communication needs of students
- Make recommendations and referrals for audiological/medical and related services
- Participate in continuing education and professional growth activities related to speech-language-hearing and education
- Perform related duties and responsibilities as requested by the Director and/or principal.

Knowledge, Skills and Abilities:

- Thorough knowledge of the theory, principles and methods of speech pathology and their proper application in the educational environment
- Ability to screen, evaluate and provide required speech pathology services
- Proficiency in providing a wide range of treatment activities.
- Considerable knowledge of equipment and assistive technology available to use in therapy
- Ability to establish and maintain effective working relationships as necessitated by work
- Physical ability (able to exert up to 20 pounds of force occasionally) and dexterity to perform the duties and responsibilities of the job

Speech-Language Pathology Assistant Services (In-Person)

SCOPE OF WORK

Firms may offer proposals for Speech-Language Pathology Assistant services to provide services in assessment and habilitation of speech-language therapy services; provision of direct and/or consultative services in a school setting with students ages 3 to 22 years old. Services will be provided to individual or groups of students, in smoke-free educational settings, during school employee hours, on school calendar dates, and in accordance with Individualized Education Programs (IEP) for each student and/or federal, state or New Hanover County Schools regulations and procedures.

SLPA (Speech and Language Pathology Assistant)

- Assist in implementing speech and language therapy plans.
- Prepare therapy materials and activities.
- Conduct screenings and assessments under supervision.
- Document student progress and maintain records.
- Deliver direct therapy services to students.
- Support speech-language pathologists during sessions.
- Communicate with clients and families regarding treatment plans.
- Participate in training and professional development activities.
- Maintain and organize therapy equipment and materials.

SLPA (Speech and Language Pathology Assistant) Qualifications & Skills

- Experience working with individuals with communication disorders.
- Strong understanding of speech and language development.
- Excellent communication skills.
- Comfortable using therapy software and technology.
- Ability to work collaboratively within a team setting.
- Experience in educational setting preferred
- Associate's degree or post-secondary certificate in speech-language pathology assisting.
- Completion of a state-approved training program.
- Certification or licensure as required by state regulations.
- Strong interpersonal and organizational skills.
- Attention to detail and ability to follow therapy plans.

Virtual Speech-Language Pathology Services

SCOPE OF WORK

Firms may offer proposals for **Virtual Speech-Language Pathology Services** to provide direct and/or consultative services in a school setting with students ages 3 through 22 years old. Services will be provided to individual children or young adults, in smoke-free educational settings, during school employee hours, on school calendar dates, and in accordance with Individualized Education Programs (IEP) for each student and/or federal, state or New Hanover County Schools regulations and procedures.

EDUCATION, TRAINING, AND EXPERIENCE

- Master's degree in Speech-Language Pathology
- Certificate of Clinical Competence from the American Speech Language and Hearing Association (ASHA) preferred
- North Carolina license

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Follow all rules, policies and procedures of New Hanover County Schools, along with state and federal regulations, including IDEA
- Conduct screening and testing, obtain diagnostic information, analyze information and make recommendations regarding programs and services
- Develop individual education plans for each speech-language eligible student in collaboration with the classroom teacher, parent, LEA representative and other pertinent professionals
- Plan therapy and use appropriate diagnostic tools and therapy techniques to support the curriculum
- Team with support specialists, teachers, and other school personnel in the delivery of services; plan, conduct, and assist in staff development activities
- Provide appropriate information on an informal or formal basis regarding speech, language and hearing programs and services.
- Organize the school program, cooperate with others to accomplish its goals, coordinate program services with other student services and maintain records in accordance with established rules, regulations and ethical standards
- Maintain Medicaid billing profiles and therapy notes on all Medicaid eligible students using the designated billing service for the district
- Provide consultation to parents, teachers and other appropriate school personnel; seek assistance of teachers, parents and others to meet the communication needs of students
- Make recommendations and referrals for audiological/medical and related services
- Participate in continuing education and professional growth activities related to speech-language-hearing and education
- Perform related duties and responsibilities as requested by the Director and/or principal.

KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of the theory, principles and methods of speech pathology and their proper application in the educational environment
- Ability to screen, evaluate and provide required speech pathology services
- Proficiency in providing a wide range of treatment activities.
- Considerable knowledge of equipment and assistive technology available to use in therapy
- Ability to establish and maintain effective working relationships as necessitated by work

Must have Technology capable to complete work requirements through a virtual platform.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. Technical Requirement proposals in **one original** and **four copies** will be received from each firm in one sealed envelope. Each original shall be signed and dated by an official authorized to bind the firm. Cost proposals, original copy, shall be submitted in a separate sealed envelope. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. If any cost information is included in the technical proposal and/or if any technical information is included in the cost proposal, the firm's entire proposal shall be rejected.
3. All proposals are subject to the requirements outlined in the RFP and the terms and conditions included in the New Hanover County Board of Education Contract for Services upon award. All responses shall be controlled by the terms and conditions in that contract. Responses are subject to rejection if submitted with terms and conditions that differ from those contained in the New Hanover County Board of Education Contract for Services. The New Hanover County Board of Education Contract for Services will be executed between New Hanover County Schools and the selected vendor(s) once the contract(s) is awarded.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. Upon completion of the technical evaluation, the cost proposals of those firms whose technical proposals have been deemed acceptable will be evaluated.
5. At their option, the evaluators may request oral presentations or discussion with any or all firms for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, firms are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the firm.
6. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the firm and its staff, and cost. Each submission will be evaluated by a multi-representative reader panel according to the technical criteria set forth below: New Hanover County Schools will make an award based on the proposal(s) determined to constitute its best interest and also recognizes the solicitation may result in an award(s) other than the lowest price or highest technically qualified offer. New Hanover County Schools reserves the right to make an award to a single-qualified vendor or as many qualified vendors as necessary to fulfill the services needed.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
SCOPE OF SERVICES	30
SERVICES APPROACH	15
QUALITY OF PERSONNEL	20
BACKGROUND, EXPERIENCE AND CAPACITY	20
REFERENCES	10
ADDITIONAL CAPABILITIES	5
TOTAL	100

7. Firms are cautioned that this is a request for offers, not a request to contract, and New Hanover County Schools reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the Schools.

8. Firms responding to this request for proposal should respond in accordance with the following format, in the order identified. The proposal should be concise and succinct and not include unnecessary material. Additional material may be submitted but will not be considered in evaluating the specific elements of the proposal.

8.1 Firm Overview

- a. The proposal should include firm name, firm address, firm telephone number, firm fax number if applicable, firm email address, principal firm contact person, type of service typically performed by the firm, personnel resources available by discipline, insurance information and incorporation information.

8.2 Scope of Work (described on page 2 and 3)

- a. Specify procedures for assessing student(s) at the beginning and ending of service delivery.
- b. Specify the process for performing speech-language pathology services, speech-language pathology assistant services and/or virtual speech-language pathology services pertinent to school-specific needs.

8.3 Services Approach

- a. The proposal should describe the firm's approach to the services offered and the relationship of these services to the information specified under Introduction, Background, and Scope of Work, page 2 and 3.
- b. Provide a description of staff supervision, speaking to school-specific services.

8.4 Quality of Personnel

- a. List all key personnel the firm will commit to these services. Identify all credentials that qualify each individual to provide the services offered.
- b. Resumes will be requested upon award of contract.

8.5 Background, Experience and Capacity

- a. Describe the firm's background and experience in providing the services offered to students aged 3 through 22 years old.
- b. Describe the firm's capacity to provide the services including administrative support to manage the service including bookkeeping, accounting, clerical supports and electronic documentation capacity.
- c. Describe methods for providing staff orientation, staff substitutes when primary staff are unavailable, and methods for maintaining consistency of staff.

8.6 References

- a. List at least three (3) references with full name, addresses and phone numbers of past clients for whom similar services have been provided.

8.7 Additional Capabilities

- a. Describe the firm's unique capabilities to provide special education and related services to students with disabilities within a unified, transdisciplinary setting.

9. DEFINITIONS

Direct services means group or individual services provided directly to students intended to improve student performance.

Consultative services means services provided to the educational team including but not limited to school staff and the parent regarding support of the Special Education services and intended to improve student performance.

COST PROPOSAL

COST PROPOSAL

1. Cost Proposals must be submitted in a separate sealed envelope. Indicate the Proposal Number, Cost Proposal, and Name of Firm on the envelope. Cost proposals for separate services in this bid may be submitted in one envelope.
2. Cost proposal should provide cost per hour for each service area, to include, but not limited to, tasks within each service area, collaborative practices, and staff development support.
3. By submitting this proposal, the potential contractor certifies the following.
 - a. This proposal is signed by an authorized representative of the firm.
 - b. It can obtain insurance certificates as required within 10 calendar days after notice of award.
 - c. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
 - d. All labor costs, direct and indirect, have been determined and included in the proposed cost
 - e. All travel costs, direct and indirect, have been determined and included in the proposal cost.
 - f. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the subject services as indicated:

(In-Person) SPEECH-LANGUAGE PATHOLOGY SERVICES	FY 2026-2027	FY 2027-2028	FY 2028-2029
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HOURLY RATE \$ _____ \$ _____ \$ _____

FIRM: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____
(Signature)

(Typed or Print Name) DATE: _____

THIS PAGE MUST BE SIGNED AND SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL. COST PROPOSALS FOR DIFFERENT SERVICES RELATED TO THIS RFP MAY BE SUBMITTED IN ONE SEALED ENVELOPE.

Unsigned proposals will not be considered.

COST PROPOSAL

COST PROPOSAL

1. Cost Proposals must be submitted in a separate sealed envelope. Indicate the Proposal Number, Cost Proposal, and Name of Firm on the envelope. Cost proposals for separate services in this bid may be submitted in one envelope.
2. Cost proposal should provide cost per hour for each service area, to include, but not limited to, tasks within each service area, collaborative practices, and staff development support.
3. By submitting this proposal, the potential contractor certifies the following.
 - a. This proposal is signed by an authorized representative of the firm.
 - b. It can obtain insurance certificates as required within 10 calendar days after notice of award.
 - c. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
 - d. All labor costs, direct and indirect, have been determined and included in the proposed cost
 - e. All travel costs, direct and indirect, have been determined and included in the proposal cost.
 - f. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the subject services as indicated:

(In-Person) SPEECH-LANGUAGE PATHOLOGY ASSISTANT SERVICES FY 2026-2027 FY 2027-2028 FY 2028-2029

HOURLY RATE \$ _____ \$ _____ \$ _____

FIRM: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____
(Signature)

(Typed or Print Name) DATE: _____

THIS PAGE MUST BE SIGNED AND SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL. COST PROPOSALS FOR DIFFERENT SERVICES RELATED TO THIS RFP MAY BE SUBMITTED IN ONE SEALED ENVELOPE.

Unsigned proposals will not be considered.

COST PROPOSAL

COST PROPOSAL

1. **Cost Proposals must be submitted in a separate sealed envelope. Indicate the Proposal Number, Cost Proposal, and Name of Firm on the envelope. Cost proposals for separate services in this bid may be submitted in one envelope.**
2. Cost proposal should provide cost per hour for each service area, to include, but not limited to, tasks within each service area, collaborative practices, and staff development support.
3. By submitting this proposal, the potential contractor certifies the following.
 - a. This proposal is signed by an authorized representative of the firm.
 - b. It can obtain insurance certificates as required within 10 calendar days after notice of award.
 - c. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
 - d. All labor costs, direct and indirect, have been determined and included in the proposed cost
 - e. All travel costs, direct and indirect, have been determined and included in the proposal cost.
 - f. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the subject services as indicated:

<u>VIRTUAL SPEECH-LANGUAGE PATHOLOGY SERVICES</u>	FY 2026-2027	FY 2027-2028	FY 2028-2029
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HOURLY RATE \$ _____ \$ _____ \$ _____

FIRM: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____
(Signature)

(Typed or Print Name) DATE: _____

THIS PAGE MUST BE SIGNED AND SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL. COST PROPOSALS FOR DIFFERENT SERVICES RELATED TO THIS RFP MAY BE SUBMITTED IN ONE SEALED ENVELOPE.

Unsigned proposals will not be considered.

INSTRUCTIONS TO FIRMS

1. **READ, REVIEW AND COMPLY:** It shall be the Firm's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Firms or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Firm's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** New Hanover County Schools reserves the right to reject any and all proposals, to waive any informality in proposals and to accept any item in the proposal.
4. **EXECUTION:** Failure to sign the Cost Proposal in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **INFORMATION AND DESCRIPTIVE LITERATURE:** Firm shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Firm must submit with their proposal sketches, descriptive literature and/or complete specifications covering the services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), New Hanover County Schools 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.
7. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, New Hanover County Schools will maintain confidential trade secrets that the Firm does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Firm, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Firm may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Firm that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Firms are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
8. **PROTEST PROCEDURES:** When a Firm wishes to protest a Contract resulting from this solicitation with an awarded amount of at least \$25,000, a Firm shall submit a written request addressed to the Purchasing Director 2814 Carolina Beach Road, Wilmington, North Carolina 28412. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Firm actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices can be obtained by calling (910) 254-4417.

9. **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.
10. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Firm agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Firms shall not have any communication with the using or issuing agency, or any other representative of New Hanover County Schools concerning the solicitation, during the evaluation of the proposals (i.e., after receipt of the proposals and before the award of the Contract), unless New Hanover County Schools directly contacts the Firm(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Firm shall not: (a) transmit to New Hanover County Schools any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Firm's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Firms not in compliance with this provision may be disqualified, at the option of New Hanover County Schools, from the Contract award. Only those communications with New Hanover County Schools are authorized by this RFP are permitted.
11. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by New Hanover County Schools prior to the date and time proposals are due. A withdrawal request must be on Firm's letterhead and signed by an official of the Firm authorized to make such request. Any withdrawal request made after the date and time proposals are due shall be allowed only for good cause shown and in the sole discretion of New Hanover County Schools.
12. **INFORMAL COMMENTS:** New Hanover County Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of New Hanover County Schools during the competitive process or after award. New Hanover County Schools is bound only by information provided in this RFP and in formal Addenda issued.
13. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Firm in preparing or submitting offers are the Firm's sole responsibility; New Hanover County Schools will not reimburse any Firm for any costs incurred prior to award.
14. **FIRM'S REPRESENTATIVE:** Each Firm shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
15. **INSPECTION AT FIRM'S SITE:** New Hanover County Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Firm prior to Contract award, and during the Contract term as necessary for New Hanover County School's 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.
16. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Firm shall become the property of New Hanover County Schools when received.

New Hanover County Schools
Required Federal Contract Clauses (Services Contracts)
(For Federally Funded Procurements – 2 C.F.R. Part 200, Appendix II)

1. Applicability of Uniform Guidance

This contract is funded in whole or in part with federal funds. Accordingly, the contract shall comply with all applicable provisions of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The New Hanover County Board of Education, a/k/a New Hanover County Schools (NHCS), is referred to as the non-Federal entity. The contracting party shall be referred to as the Contractor.

2. Remedies (Contracts Above Simplified Acquisition Threshold)

For contracts in excess of the Simplified Acquisition Threshold (currently \$250,000), the contract shall provide for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches contract terms. NHCS reserves all rights and privileges under applicable law, including the right to seek monetary damages, court costs, and other appropriate remedies.

3. Termination for Cause and Convenience

For contracts in excess of \$10,000, NHCS reserves the right to terminate this contract for cause or for convenience. Upon termination for convenience, the Contractor shall be entitled only to compensation for services properly performed and accepted prior to termination and shall not be entitled to lost profits or consequential damages.

4. Suspension and Debarment

The Contractor certifies that neither it nor its principals or affiliates are suspended, debarred, or otherwise excluded from participation in federally funded contracts, in accordance with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000.

5. Byrd Anti-Lobbying Amendment (Contracts ≥ \$100,000)

Contractors that apply or bid for an award of \$100,000 or more shall file the required certification that no federal appropriated funds have been paid, or will be paid, for lobbying activities. Any lobbying activities with non-federal funds must be disclosed using Standard Form LLL.

6. Compliance with Federal Law, Regulations, and Executive Orders

The Contractor agrees to comply with all applicable federal laws, regulations, executive orders, and policies governing the use of federal funds.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to NHCS, the Contractor, or any other party.

8. Program Fraud and False or Fraudulent Statements

The Contractor acknowledges that 31 U.S.C. Chapter 38 applies to its actions pertaining to this contract.

9. Confidentiality and FERPA Compliance

The Contractor shall comply with FERPA and all applicable laws regarding confidentiality of student information.

10. Criminal Background Checks

All Contractor personnel assigned to NHCS facilities or interacting with students shall comply with all applicable background check requirements.

11. Personnel Qualifications and Licensing

The Contractor shall ensure that all personnel providing services meet required licensure, certification, and professional standards.

12. Insurance Requirements

The Contractor shall maintain appropriate insurance coverage, including general liability and professional liability coverage.

13. Subcontracting

The Contractor shall not subcontract services without prior written approval from NHCS and shall ensure all subcontractors comply with applicable requirements.