



THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

Request for Proposal #: 163-09012026TB

develop and implement a comprehensive, evidence-based student wellness, social emotional learning (SEL), and mental health programming.

Date Issued: 09/01/2026

Proposal Opening Date: Friday, September 18, 2026

At 3:00 PM ET

Direct all inquiries concerning this RFP to:

Anthony A Becker

Director of Procurement

Email: anthonya.becker@cms.k12.nc.us

Phone: 980-343-6390

The Charlotte-Mecklenburg BOE  4421 Stuart Andrew Blvd. Charlotte NC 28217	INVITATION FOR BIDS NO. 163-09012026TB Bids will be publicly opened: Friday, September 18, 2026 @ 3pm (EST) Commodity: Life Skills Resources (Posted to eVP as UNSPSC 601052 Life Skills Resources) Contract Type: Agency Specific Term Contract Using Agency Name: Charlotte-Mecklenburg Board of Education (abbreviated as CMBOE or CMBE) Website: Home - Charlotte-Mecklenburg Schools
Refer ALL Inquiries to: Anthony Becker Office: (980) 343-6390 E-Mail: anthonya.becker@cms.k12.nc.us	

NOTICE TO BIDDERS

ONLY Electronic responses will be accepted for this solicitation. You must register to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. NO MAILED, COURIERED, FAXED, OR EMAIL SUBMISSIONS WILL BE ACCEPTED. Bids are subject to rejection unless submitted on this form. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). **Federal Uniform Guidance:** "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). Including the prohibitions outlined in (2 C.F.R. 200.216)." Additional information can be found at: <https://www.cmsk12.org/Page/8947>

EXECUTION

In compliance with this Invitation for Bids (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that **this proposal is submitted competitively and without collusion (G.S. 143-54), none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and it is not an ineligible Vendor as set forth in G.S. 143-59.1.** Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that **it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.** By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and **THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on The attached certification, by _____. (Authorized Representative of CHARLOTTE MECKLENBURG BOARD OF EDUCATION)
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1.0 PURPOSE AND BACKGROUND

Charlotte-Mecklenburg Schools (CMS) seeks a qualified vendor(s) to develop and implement a comprehensive, evidence-based student wellness, social emotional learning (SEL), and mental health programming that improves student belonging, connectedness, engagement, attendance, and overall well-being while building sustainable district and school capacity.

The intent of this solicitation is to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price. The right is reserved by The Charlotte Mecklenburg Board of Education to reject any or all quotes/bids.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”) or **January 1, 2027**, whichever is later.

At the end of the Contract’s initial term, the Charlotte Mecklenburg Board of Education shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The Charlotte-Mecklenburg Board of Education will give the Vendor written notice of its intent to exercise each option no later than **one hundred twenty (120)** days before the end of the Contract’s then-current term. In addition, the Charlotte-Mecklenburg Board of Education reserves the right to extend a contract term after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

This is **NOT** an E-Procurement purchase and consequently NOT subject to the 1.75% fee. In order that you may present competitive bids, please ensure that you have not marked up your bid to cover this fee.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the Charlotte Mecklenburg Board of Education General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the CMBE determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The CMBE may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation, the CMBE rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The CMBE may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO) . Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The Charlotte Mecklenburg Board of Education will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	CMBE	September 1, 2026
Hold Pre-Proposal Conference/Site Visit	CMBE	N/A
Submit Written Questions	Vendor	September 08, 2026, no later than 12:00 PM EST
Provide Responses to Questions	CMBE	September 15, 2026, no later than 5:00 PM EST
Submit Proposals	Vendor	September 18, 2026, no later than 3:00 PM EST
Contract Award	CMBE	Upon Approved Consent from the CMBOE

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to anthonya.becker@cms.k12.nc.us by the date and time specified above. Vendors will enter “RFP # **163-09012026TB**: Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the Charlotte Mecklenburg Board of Education’s response, and any additional terms deemed necessary by the Charlotte Mecklenburg Board of Education will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Charlotte Mecklenburg Board of Education personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 INDEFINITE ORDER QUANTITY

Bidders are informed that this quote/bid is for an estimated quantity of goods. No guarantees in order quantities exist until bidder receives a purchase order from The Charlotte-Mecklenburg Board of Education. The quantities listed in this bid/quote are for estimation and planning purposes only. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for quote/bid. The pricing reflected in quotes/bids are considered valid for the period shown under “execution” section of this quote/bid. The Charlotte-Mecklenburg Board of Education will procure certain goods through the term (term contract period) of this bid/quote only upon actual award. The Charlotte Mecklenburg Board of Education conveys to bidders that purchases will be made as a matter of convenience (convenience contract) to The Charlotte-Mecklenburg Board of Education. Award of items to certain vendors pertaining to this bid/quote do not guarantee purchase of stated quantities.

2.7 BRAND NAME

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

2.8 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.9 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the Charlotte Mecklenburg Board of Education rejecting Vendor's proposal, in the Charlotte Mecklenburg Board of Education's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number, email address, and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.

- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP
- f) Complete and signed version of ATTACHEMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: MWSBE
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: NC LUNSFORD
- j) Completed and signed version of ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS
- k) Completed and signed version of ATTACHMENT I: CERTIFICATION OF INDEPENDENT PRICING
- l) Completed and signed version of ATTACHMENT J: CERTIFICATION OF FINANCIAL CONDITION
- m) Completed and signed version of ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT

2.10 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #____ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

2.11 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

CMBE or CMBOE – The Charlotte-Mecklenburg Board of Education.

CMS – Charlotte-Mecklenburg Schools

RFP – Request for Proposal

INSTRUCTIONS – Instructions for Request for Proposal (**Attachment B**)

ST&C – The Charlotte-Mecklenburg Board of Education Standard Terms and Conditions (**Attachment C**)

PROPOSER=OFFERER=BIDDER

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the Charlotte Mecklenburg Board of Education shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the Charlotte Mecklenburg Board of Education's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor for all line items, the Charlotte Mecklenburg Board of Education reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the Charlotte Mecklenburg Board of Education to do so.

The Charlotte Mecklenburg Board of Education reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Section VI Bid Submission - Paragraph 28 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Charlotte Mecklenburg Board of Education reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Charlotte Mecklenburg Board of Education.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the Charlotte Mecklenburg Board of Education will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors

considered, the selected proposal was deemed most advantageous and represented the best value to the Charlotte Mecklenburg Board of Education.

The Charlotte Mecklenburg Board of Education reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the Charlotte Mecklenburg Board of Education.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the Charlotte Mecklenburg Board of Education to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the Charlotte Mecklenburg Board of Education.

All qualified proposals will be evaluated, and award(s) made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the Charlotte Mecklenburg Board of Education:

1. Organizational Qualifications & Experience
2. Technical Approach & Implementation Plan
3. Student Wellness Programing
4. Professional Learning & Coaching
5. Evaluation & Continuous Improvement
6. Sustainability Plan
7. Cost Proposal & Overall Value

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Charlotte Mecklenburg Board of Education; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Charlotte Mecklenburg Board of Education will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Charlotte Mecklenburg Board of Education's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Charlotte Mecklenburg Board of Education exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change in a requirement would allow for the Charlotte Mecklenburg Board of Education to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the Charlotte Mecklenburg Board of Education for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING and include in Vendor's proposal.

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the Charlotte Mecklenburg Board of Education with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 DELIVERY AND INSTALLATION (IF APPLICABLE)

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Vendor shall complete delivery within thirty (30) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.4 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Each proposal shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information to shall be a sufficient basis for rejection of the proposal.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is CHARLOTTE MECKLENBURG BOARD OF EDUCATION policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the Charlotte Mecklenburg Board of Education's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: MWSBE.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to CHARLOTTE MECKLENBURG BOARD OF EDUCATION. Vendor shall provide information as to the qualifications

and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.7 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The Charlotte Mecklenburg Board of Education may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

4.8 VENDOR'S REPRESENTATIONS

If the proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the Charlotte Mecklenburg Board of Education under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. Describe your organization and its experience implementing districtwide student wellness, SEL, and mental health initiatives in K-12 school districts.
2. Describe your experience serving large urban school districts comparable to CMS.
3. Describe your proposed implementation model for CMS.
4. Describe the student programming you would provide throughout the school year.
5. Describe how you will build educator and leadership capacity.

4.10 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The Charlotte Mecklenburg Board of Education is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the Charlotte Mecklenburg Board of Education within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Throughout the term of this contract, the contractor and any of his subcontractors will comply with the insurance requirements described in this section. In the event that the contractor fails to maintain required insurance, Charlotte Mecklenburg Board of Education (herein referred to as CMBE) shall be entitled to terminate or suspend the contract immediately.

The contractor agrees to purchase and maintain the following insurance coverage during the life of the contract:

- A) **Automobile Liability** Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- B) **Commercial General Liability** Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- C) **Workers' Compensation** Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.
- D) **Professional Errors & Omissions** Insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.
- E) **Sexual Abuse and Molestation** Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the Service Provider and the Service Provider's employees for negligent acts in performing the professional services under this contract.
- F) **Pollution Legal Liability** Insurance of not less than \$2,000,000 per occurrence or claim, including third party bodily injury, third party property damage-including loss of use, natural resources damages, cleanup coverage for pollution migration, and legal defense costs.
- G) **Network Security and Privacy Liability** Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or (2) to protect information of **the company** in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit \$1 million each occurrence/aggregate. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.

4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Charlotte-Mecklenburg Schools (CMS) seeks a qualified vendor(s) to develop and implement a comprehensive, evidence-based student wellness, social emotional learning (SEL), and mental health programming that improves student belonging, connectedness, engagement, attendance, and overall well-being while building sustainable district and school capacity.

The selected vendor(s) will serve as a strategic partner(s) to CMS by supporting district leadership, school leaders, educators, students, and families through an integrated model that combines the following:

- District systems development
- School implementation coaching
- Direct student programming
- Professional learning
- Continuous improvement and evaluation

1. District Systems Development

Develop sustainable district infrastructure, including

- District SEL/Student Wellness implementation framework
- Multi-year implementation roadmap

2. School Implementation Support

Provide implementation coaching for schools, including:

- Principal coaching
- School Wellness Team coaching
- School implementation planning
- Data review meetings
- Continuous improvement planning
- MTSS alignment
- Attendance and school climate integration

3. Professional Learning

Provide ongoing professional learning for educators, including:

- Ongoing coaching
- Classroom implementation support
- PLC facilitation
- SEL instructional integration
- Student wellness practices
- Trauma-informed practices

4. Student Wellness Programming

Provide engaging student programming throughout the school year, including:

- Student leadership development
- Student voice forums
- Schoolwide wellness campaigns
- SEL/Mental Health Awareness activities
 - Family Wellness Workshops & Resources
 - Feedback Opportunities
- Student assemblies
- Recognition events

5. Evaluation & Continuous Improvement

Vendor shall:

- Produce quarterly progress reports
- Produce annual impact reports
- Recommend continuous improvement strategies

5.2 DELIVERABLES

Vendors shall furnish all deliverables identified in this solicitation and any additional resources necessary to successfully implement the proposed solution. Deliverables shall result in tangible products, frameworks, tools, training materials, reports, and implementation supports that remain the property of Charlotte-Mecklenburg Schools. Deliverables must demonstrate a clear connection to improved student wellness, belonging, connectedness, engagement, attendance, and mental health outcomes while creating sustainable systems and practices that can be maintained by CMS after contract completion.

Training Deliverables

- Training Materials
- Coaching Model
- PLC Resources

Student Deliverables

- Annual Wellness Calendar
- Student Leadership Framework
- Student Ambassador Program
- Wellness Campaign Toolkit
- Student Voice Process (ensure student input drives decision-making)

Evaluation Deliverables

- Quarterly Progress Reports

- Annual Impact Report
- Sustainability Plan

5.3 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form that articulates the Vendor's approach to providing the deliverables outlined in 5.0 Specifications and Scope of Work section of this RFP. A description of each task and deliverable, and the schedule for accomplishing each shall be included.

5.4 CERTIFICATION AND PROFESSIONAL QUALIFICATIONS

The Vendor shall provide evidence that all personnel assigned to this contract possess the appropriate education, training, licensure, certifications, and qualifications necessary to perform the proposed services. Programs and services proposed under this solicitation should be evidence-based and aligned with nationally recognized frameworks for Social Emotional Learning, Student Wellness, School Climate, Mental Health Promotion, and/or Trauma-Informed Practices. Preference may be given to vendors demonstrating alignment with CASEL, MTSS, PBIS, Evidence for ESSA, SAMHSA-recognized practices, or other nationally recognized standards.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the Charlotte Mecklenburg Board of Education a contract manager. The contract manager shall be the Charlotte Mecklenburg Board of Education's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the Charlotte Mecklenburg Board of Education for customer service. The customer service point of contact shall be the Charlotte Mecklenburg Board of Education's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The Charlotte Mecklenburg Board of Education encourages the Vendor to identify opportunities to reduce the total cost the Charlotte Mecklenburg Board of Education. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods and Service shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the Charlotte Mecklenburg Board of Education shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the Charlotte Mecklenburg Board of Education may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices (as necessary):

Vendor's Billing Address, Customer Account Number, CMS PURCHASE ORDER Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

All Invoices should be in PDF Format and emailed to the Program Contact and to the Accounts Payable email address cms.apinvs@cms.k12.nc.us.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS AND OR SERVICES ARE ACCEPTED.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the Charlotte Mecklenburg Board of Education's Contract Manager for resolution. Any claims by the Charlotte Mecklenburg Board of Education shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for **three hundred sixty five (365)** days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the Charlotte Mecklenburg Board of Education and Vendor in advance of any price increase going into effect. The Charlotte Mecklenburg Board of Education is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the Charlotte Mecklenburg Board of Education at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the Charlotte Mecklenburg Board of Education and Vendor.

6.8 DATA CONFIDENTIALITY AND SECURITY AGREEMENT

As a condition of acceptance to work with The Charlotte Mecklenburg Board of Education, the awarded vendor will be required to complete the Data Confidentiality and Security Agreement as it relates to Charlotte Mecklenburg Schools students' and employee's personal identifiable information.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found as a separate attachment https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: CMBE GENERAL TERMS & CONDITIONS

The CMBE General Terms and Conditions, which are incorporated herein by this reference, may be found as a separate attachment:

ATTACHMENT D: MINORITY, WOMEN'S, SMALL BUSINESS ENTERPRISES

Complete, sign, and return the Historically Underutilized Businesses (HUB) Vendor Information form with your proposal.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete, sign, and return the Customer Reference Form with your proposal.

ATTACHMENT F: NC LUNSFORD

Complete, sign, and return NC Lunsford with your proposal.

ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Complete, sign, and return the Lobbying Activity Certification for Federal Grants with your proposal.

ATTACHMENT H: CMS SERVICE CONTRACT TEMPLATE

CMBE Contract Template for reference only. * Do not return with Proposal *

ATTACHMENT I: CERTIFICATION OF INDEPENDENT PRICING

Complete, sign, and return the Certification of Independent Pricing with your proposal.

ATTACHEMENT J: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found as a separate attachment:

ATTACHEMENT K: CERTIFICATION REGARDING DEBARMENT

Complete, sign, and return the Certification Regarding Debarment, which can be found as a separate attachment:

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****