Say Yes to Education - Guilford

Request for Proposal #: 001

Vendor for Say Yes To Education Guilford

Date of Issue: February 1, 2017

Proposal Due: 3:00 p.m. EST. March 1, 2017

Direct all inquiries concerning this RFP to:

Keith G. Pemberton

Director of Student and Family Engagement

Email: kkpemberton@sayyestoeducation.org

Phone: 336-814-2233
Request for Proposal #: 001

For internal Say Yes to Education – Guilford (SYTE – G) processing, including tabulation of proposals, please provide Vendor’s Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. This page will be removed and shredded, or otherwise kept confidential.

This page is to be filled out and returned with your proposal. Failure to do so may subject your proposal to rejection.

______________________________
Federal Employer Identification Number

______________________________
Vendor Name
In compliance with this Request for Proposals (“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 certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this 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 of North Carolina (“State”) department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in the State to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State employee associated with the preparing plans, specifications, estimates for public contract; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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 Page 10 Attachment A):

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: FAX NUMBER:

VENDOR’S AUTHORIZED SIGNATURE: DATE: EMAIL:

Offer valid for at least 60 days from date of proposal due date, March 1, 2017

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by SYTE-G, an authorized representative of SYTE-G shall affix his/her signature hereto and this document and all provisions of this RFP along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).
Table of Contents

1.0 PURPOSE AND BACKGROUND ........................................................................................................... 4

2.0 GENERAL INFORMATION .................................................................................................................. 5

2.1 REQUEST FOR PROPOSAL DOCUMENT .......................................................................................... 5

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS ............................................. 5

2.3 MANDATORY PRE-PROPOSAL CONFERENCE .................................................................................. 6

2.4 PROPOSAL QUESTIONS ..................................................................................................................... 6

2.5 PROPOSAL SUBMITTAL ....................................................................................................................... 6

2.6 PROPOSAL CONTENTS ....................................................................................................................... 7

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS ...................................................................... 7

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS .................................................. 7

3.1 METHOD OF AWARD ......................................................................................................................... 7

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION .................... 8

3.3 PROPOSAL EVALUATION PROCESS ............................................................................................... 8

3.4 EVALUATION CRITERIA ................................................................................................................... 8

3.5 INTERPRETATION OF TERMS AND PHRASES .............................................................................. 8

4.0 REQUIREMENTS ............................................................................................................................... 9

4.1 FINANCIAL STABILITY ...................................................................................................................... 9

4.2 VENDOR EXPERIENCE AND REFERENCES ................................................................................... 9

5.0 SCOPE OF WORK ............................................................................................................................... 9

5.1 TASKS ............................................................................................................................................... 9

5.2 TECHNICAL APPROACH .................................................................................................................. 9

6.0 CONTRACT ADMINISTRATION ......................................................................................................... 10

6.1 PROJECT MANAGER AND CUSTOMER SERVICE .......................................................................... 10

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS ....................................................................... 10

6.3 CONTINUOUS IMPROVEMENT ....................................................................................................... 10
ATTACHMENT A: INSTRUCTIONS TO RESPONDING VENDORS.................................11
ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDORS..................13
ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION..........................14
ATTACHMENT D: CONTRACT (SAMPLE)..................................................................15
1.0 PURPOSE AND BACKGROUND

PURPOSE
Say Yes to Education-Guilford (“SYTE-G”) is currently seeking proposals from qualified vendors (“Vendor”) interested in providing administrative support to its school based preventive services programs operated by SYTE-G and in partnership with Guilford County Schools. (GCS). Selected Vendor shall have the obligations set forth in Section 5.1 herein and as otherwise set forth in the agreement negotiated (including the Contract) between SYTE-G and the Vendor selected at the completion of this RFP process. Vendors interested in fulfilling these obligations, and serving as the hiring agent of Family Support Specialists (defined below) for SYTE-G programs are invited to respond to this RFP. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

STYE-G requests the Vendor’s best effort in seeking the best value for SYTE-G’s requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with this RFP and within the timeframe specified. It shall be the responsibility of Vendor to meet all specifications and guidelines set forth herein. SYTE-G, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any Vendor as a result of any determinations or decisions by SYTE-G.

BACKGROUND
Schools are second only to families in their potential to affect a child’s wellbeing. They can contribute to a child’s successful development by providing a nurturing supportive environment for children and families. In recognition of this opportunity to affect a child’s wellbeing, a number of preventive interventions have been developed over the last decade, and delivered in school settings. Research has shown that a number of these interventions had a significant impact on a child’s cognitive functioning, social-emotional functioning, and family functioning, many of which were sustained over time.

SYTE-G’s school based preventive services program is designed to contribute the continuation or providing nurturing supportive environments. To do this, the program will have Family Support Specialists work directly with students, families, and Guilford County Schools staff to assist strengthen a family’s ability to function effectively and independently to provide a healthy learning environment for GCS students by providing guidance and support services as needed. These services are supportive and rehabilitative in nature, and will vary based on each family’s specific identified needs. The program supports will include addressing the student and their family in the following areas:

- a) Assessing
- b) Engagement
- c) Intervention
- d) Truancy
- e) Homelessness
- f) Academic tutoring
- g) Other areas that impede on the academic and social success of a student.

SYTE-G will launch the school based preventive services program in the 2016-17 school year at 12 school buildings throughout Guilford County Schools. The following elementary, middle and high schools have been preselected by GCS to for the program to operate within. With this launch phase, SYTE–G is seeking the Vendor to hire twelve (12) Family Support Specialists to be placed at the following locations:

**4 Elementary Schools (grades K-5)**
- Wiley Elementary - Greensboro
- Northern Elementary - Greensboro
- McLeansville Elementary - McLeansville
- Fairview Elementary - High Point

**4 Middle Schools (grades 6-8)**
- Jackson Middle - Greensboro
- Northern Middle - Greensboro
- Eastern Middle - Gibsonville
- Ferndale Middle - High Point

**4 High Schools (grades 9-12)**
- Ben L. Smith HS - Greensboro
- Northern HS - Greensboro
- Eastern Guilford HS - Gibsonville
- High Point Central HS - High Point

Selected Vendor shall hire 12 Family Support Specialists that demonstrate the ability to manage and support work in a dynamic, changing public education environment, including underserved populations and underperforming schools.

Family Support Specialists will work in conjunction with parents, relatives, children, school staff and others to accommodate positive family and educational environments. Selected Vendor must have the capacity to hire Family Support Specialist that will serve student populations in the four (4) GCS regions of Guilford County. The target population for Family Support Specialists to work with includes children ages eighteen (18) and under, and their families, who are at-risk of neglect or abuse, including educational neglect as evidenced by excessive absenteeism or truancy, homelessness, food insecurities and other variables that impede on the academic and social success of the student. Referrals for this underserved group come from multiple sources including but not limited to: Guilford County Schools staff, self-referral, families, and from community partners and providers.
2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, appendices, and any addenda released before contract award. All attachments, appendices, and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the instructions, the contract, 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. Those changes (if applicable) will be posted on the website, www.sayyesguilford.org/RFP001.

Attachment D herein contains the contract that SYTE-G requires to be included in a definitive agreement covering the services described in the RFP. In supplying the contract, it is SYTE-G’s objective to obtain a firm commitment from Vendor without qualifications or assumptions regarding the matters reflected in the contract.

Vendor is advised that it should present its most favorable responses to the contract that it is prepared to offer. Vendor’s responses to the contract and its willingness to comply with the requirements shall serve as a critical factor in the down selection process. While SYTE-G is providing a draft of the contract that shall serve as the basis for any definitive agreement between SYTE-G and Vendor, SYTE-G may include additional provisions and further detail for certain provisions (including State-specific provisions where appropriate). Vendor acknowledges and agrees that neither the contract nor the RFP in any way constitute an offer to enter into any agreement with Vendor, or any other party, and SYTE-G reserves the right to discontinue or terminate discussions or negotiations at any time. Vendor shall review the attached contract and make modifications to the contract using the “Track Changes” feature in Word. Vendor shall make only those few critical changes that it seeks to negotiate. Significant changes may disqualify Vendor from the selection process. Vendor should also be aware that comments provided after the Vendor's proposal is submitted shall not be accepted or negotiated. Vendor is required to rank its comments in order of priority noting that SYTE-G may choose at its sole option to negotiate none of Vendor’s comments, or only the first several highest priority comments that Vendor identifies without negotiating the remainder of Vendor's comments. SYTE-G shall consider as part of down selection the extent to which Vendor is willing to comply with SYTE-G’s requirements. If a provision is not modified, then SYTE-G will assume that Vendor agrees to comply with SYTE-G’s requirement without modification. In making any modifications, please do not merely reference your RFP response or other materials previously provided to SYTE-G (including any existing agreements between SYTE-G and Vendor).

If Vendor has questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.4. If SYTE-G 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. SYTE-G may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the contract that have been addressed during the question and answer period. Other than through this process, SYTE-G 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. By execution and delivery of this RFP, 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. Noncompliance with, or any attempt to alter or delete, this or any paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

If a Vendor desires modification of the terms and conditions of this RFP, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by SYTE-G. Identification of objections or exceptions to SYTE-G’s terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.
RFP SCHEDULE (SYTE-G will make every effort to adhere to this schedule.)

<table>
<thead>
<tr>
<th>Event</th>
<th>Responsibility</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>SYTE-G</td>
<td>February 1, 2017</td>
</tr>
<tr>
<td>Hold Mandatory Pre-Proposal Conference</td>
<td>SYTE-G</td>
<td>February 10, 2017 1:00 PM, EST</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Vendor</td>
<td>February 16, 2017 12:00 PM, EST</td>
</tr>
<tr>
<td>Provide Response to Questions</td>
<td>SYTE-G</td>
<td>February 21, 2017 by 5:00 PM, EST</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Via STYE-G website at: <a href="http://www.sayyesguilford.org/rfp001/">www.sayyesguilford.org/rfp001/</a></td>
</tr>
<tr>
<td>Submit Proposal</td>
<td>Vendor</td>
<td>March 1, 2017 by 3:00 PM, EST</td>
</tr>
<tr>
<td>Contract Award</td>
<td>SYTE-G</td>
<td>March 2017</td>
</tr>
</tbody>
</table>

2.3 MANDATORY PRE-PROPOSAL CONFERENCE
Mandatory Pre-Proposal Conference
Location: Say Yes Guilford Administrative Office
219 N. Church Street, Greensboro, NC 27401
Date: February 10, 2017
Time: 1:00 PM Eastern Time
Contact #: 336-814-2233

It shall be mandatory that each Vendor representative be present for a pre-proposal conference on February 10, 2017. The purpose of this mandatory pre-proposal conference is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the conference. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP. Vendors are cautioned that any information released to attendees during the conference, which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.4 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 12:00 PM EST on February 16, 2017. Written questions shall be emailed to Keith G. Pemberton, kgpemberton@sayestoeducation.org by the date and time specified. Vendors should enter “RFP #: 001: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP Section and be submitted in a format shown below:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Vendor Question</th>
</tr>
</thead>
</table>
| RFP Section, Page Number              | Vendor question ...

Questions received prior to the submission deadline date, SYTE-G’s response, and any additional terms deemed necessary by SYTE-G will be posted on the STYE-G website www.sayyesguilford.org/rfp001/, and shall become an addendum to this RFP. No information, instruction or advice provided orally or informally by SYTE-G personnel, whether in response to a question or otherwise in connection with this RFP, shall be authoritative or binding. Vendors shall rely only on written material contained in this RFP.

2.5 PROPOSAL SUBMITTAL
Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal via US Postal Service
Proposals are accepted in person Monday – Friday 9:00 AM – 5:00 PM
RFP NUMBER: 001
Attn: Keith G. Pemberton
Director of Student and Family Engagement
Central Public Library
c/o Say Yes to Education – Guilford
219 North Church Street
Greensboro, NC 27401

Page 6 of 35
IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. This is an absolute requirement. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline may be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this section, for furnishing and delivering the commodity as described herein. Attempts to submit a proposal via facsimile (fax) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall not be accepted.

a) Submit two (2) signed, original executed proposal responses, five (5) photocopies, one (1) electronic copy on a flash drive.
b) Submit your proposal in a sealed package. Clearly mark each package with Vendor name, and RFP number 001.

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

a) Cover Letter
b) Title Page: Including Vendor name, address, phone number and authorized representative along with the proposal number.
c) Completed and signed version of execution page (pg. 1).
d) Signed receipt pages of any addenda released in conjunction with this RFP (if applicable).
e) Attachment B: Location of Workers Utilized by Vendor
f) Attachment C: Certification of Financial Condition
g) Section 4.2: Vendors Experience and References (Chart pg. 9).
h) Section.5.2: Technical Approach narrative responses
i) Optional (not included in the RFP itself): a list of Vendor issues or proposed alternative language concerning the contract (see Section 2.2 for additional information)
j) Resumes and certifications of staff that may be assigned under the agreement (see Section 6.1)
k) Organizational chart
l) Employee manual

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) “BAFO”: best and final offer, submitted by a Vendor to alter its initial offer, made in response to a request by SYTE-G.
b) “Contract”: The agreement attached hereto as Attachment B to be finally negotiated between SYTE-G and Selected Vendor to govern the Services in addition to any terms required in this RFP and any addenda issued hereto.
c) “Family Support Specialists”: qualified professional who provides the services to students that have been referred by school personnel (e.g. intervention support teams, school social workers, school counselors and school administrators).
d) “Responding Vendor”: specific Vendor executing this RFP.
e) “School-Based Preventive Services” or “Services”: School and community based services and supports providing assistance with obtaining basic needs, and any other services set forth in the contract.
f) “Selected Vendor”: Vendor finally selected at the end of the RFP process.
g) “SYTE–G”: Say Yes to Education Guilford which is the local chapter of Say Yes to Education, Inc.
h) “Vendor”: supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this RFP.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements 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 single Selected Vendor, SYTE-G reserves the right to make separate awards to different Selected 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 SYTE–G to do so. SYTE–G reserves the right to waive any minor informality or technicality in proposals received.
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded each Responding Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside SYTE-G, if the communication refers to the content of Responding Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the 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 and/or the award of the contract. A Responding Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in SYTE-G’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of SYTE-G would not be served by the disqualification. A Responding Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of Contract award). Only those discussions, communications or transmittals of information authorized or initiated by SYTE-G for this RFP will be considered.

3.3 PROPOSAL EVALUATION PROCESS

SYTE-G shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. Proposals will be received from each responsive Vendor in a sealed envelope or package. All proposals must be received by SYTE-G not later than the date and time specified on the cover sheet of this RFP. 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, STYE-G may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that STYE-G is not required to request presentations or other clarification. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in Section 3.4. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and SYTE-G 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 STYE-G. SYTE-G reserves the right to reject all original offers and request one or more Vendors submitting proposals within a competitive range to submit BAFOs, prepared in collaboration with SYTE-G after initial responses to the RFP have been evaluated.

Upon completion of the evaluation process, SYTE-G will make award(s) based on the evaluation. Award of a contract to one Selected 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 SYTE-G.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to SYTE-G:

a) Technical – 60 points (as set forth in Section 5.2)

b) Price – 40 points

Example: SYTE-G will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of forty (40). All other competing proposals will be assigned a portion of the maximum score using the formula:

\[
\frac{40 \times \text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}
\]

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (a) to advise potential Vendors of the parameters of the solution being sought by SYTE–G; and (b) to provide (together with other specified documents) the terms of the contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the contract. 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, SYTE–G will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy SYTE–G’s needs as described in this RFP. Except as specifically stated in this RFP, no one requirement shall
automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in SYTE–G 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 Responding 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 to a requirement would allow for SYTE-G to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

#### 4.1 FINANCIAL STABILITY

Responding Vendor shall certify it is financially stable by completing Attachment C. SYTE-G is requiring this certification to minimize potential issues from contracting with a Selected Vendor that is financially unstable. From the date of the certification to the expiration of the contract, the selected Vendor shall notify SYTE-G within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this certification.

#### 4.2 VENDOR EXPERIENCE AND REFERENCES

In its proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to SYTE-G. 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. Vendors shall provide at least three (3) references for which Vendor has provided services of similar size and scope to that proposed herein. SYTE–G may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

#### 5.0 SCOPE OF WORK

##### 5.1 TASKS

Selected Vendor will (a) serve as a hiring manager and work with SYTE–G to fulfill the labor request; (b) sourcing the candidate; (c) conducting screening including skills testing and employment history; (d) facilitating candidate interviews with SYTE–G and their affiliates; (e) hiring the selected candidate, as well as informing rejected candidates that they were not chosen; (f) working with selected candidates to ensure a seamless onboarding to SYTE–G (g) monitoring the selected candidates during the life of the assignment, including performance, payment, withholding of payroll taxes and managing all unemployment and Workers’ Compensation claims; (h) terminating the assignment upon completion; and (i) fulfill any other obligations as set forth in the contract.

##### 5.2 TECHNICAL APPROACH

**Technical Proposal:** This section shall describe the approach and plans for accomplishing the work outlined in the contract. All proposals must be limited to fifteen numbered pages, double-sided, 8½ X 11 white copy paper, in outline form as presented below, each individual proposal must be bound by medium size binder clips (only) no staples, paper clips or glue. All proposals can be secured by a large rubber band. Each number below must be clearly listed before the response in the submitted proposal.

- a) Provide a brief history of the company including the number of years in business providing similar documented school based preventative services relative to the size and scope of this RFP.
- b) Provide a copy of your organization’s most recent organizational chart and employee manual
- c) Clearly define how Vendor’s mission encourages the delivery of the proposed tasks in Section 5.1.
- d) Describe Vendor’s organizational capacity to maintain a successful operation that is consistent with the tasks of this RFP, including Section 5.1.
- e) Describe Vendor’s ability to implement and staff the program in a timely manner, including provision of services.
- f) Give the name and title of person(s) authorized to bind Vendor, e-mail address, the main office address, and the telephone number (including area code).
- g) Provide an overview of the service delivery plan, including but not limited to:
  1. specialized services and resources provided by Vendor
plans to meet the tasks outlined in this RFP, including Section 5.1
3. target population and geographic areas to be served
4. days and hours of service availability
5. time frames for intake and engagement
6. termination protocols
7. capacity for service
8. accommodation of those with special needs, including language translation and cultural differences
9. location(s) of service

h) Describe Vendor’s current processes in place for the items listed below as relate to this section:
1. serve as a hiring manager and work with SYTE–G to fulfill the labor request
2. sourcing the candidates
3. conducting screening including skills testing and employment history.
4. facilitating candidate interviews with SYTE–G and their affiliates.
5. hiring the selected candidates, as well as informing rejected candidates that they were not chosen.
6. working with selected candidates to ensure a seamless onboarding to SYTE–G.
7. monitoring the selected candidates during the life of the assignment, including performance, payment, withholding of payroll taxes and managing all unemployment and Workers’ Compensation claims.
8. terminating the assignment upon completion.

i) Describe your proposed approach to program evaluation and reporting to SYTE-G. Clearly define how Vendor will meet the performance targets associated with this RFP, including follow-up, as well as how Vendor will monitor compliance, outcome based performance and implement a plan for quality improvement. Specify how poor performance will be addressed when requested by SYTE-G or when the outcomes of the program fail to be achieved.

j) Describe how Vendor monitors and verifies the accuracy and sufficiency of its billing system to assure all claims made are proper and that adjustment is sought when issues are identified.

k) Provide any other information that would distinguish Vendor’s approach to the delivery of the requested Services, including any prior experiences and successes.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

Selected Vendor shall designate and make available to SYTE–G a project manager. The project manager shall be the initial point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

At SYTE–G’s request, selected Vendor shall meet periodically with SYTE-G for business review meetings. The purpose of these meetings will be to review project progress reports, discuss selected Vendor and SYTE-G performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

SYTE–G encourages the selected Vendor to identify opportunities to reduce the total cost to SYTE–G. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic business review meetings.
ATTACHMENT A: INSTRUCTIONS TO RESPONDING VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Responding Vendor’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 Responding Vendors 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 Responding Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** STYE-G reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Responding Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

4. **BASA FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, SYTE–G reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to SYTE–G, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of SYTE–G.

5. **EXECUTION:** Failure to sign the execution page in the indicated space will render proposal non-responsive, and it shall be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP or those in any resulting contract, the order of precedence shall be (high to low) (a) any special terms and conditions specific to this RFP, including any negotiated terms; (b) requirements and specifications in Sections 4, 5 and 6 of this RFP; (c) Contract terms and conditions; (d) Instructions in Attachment A; and (e) Responding Vendor’s proposal.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Responding Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Responding Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products 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 without further consideration.

8. **SUSTAINABILITY:** To support the sustainability efforts of SYTE-G and pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
   - All copies of the proposal are printed double sided.
   - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
   - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
   - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), SYTE-G 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.

10. **RECIPEAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Responding Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Responding Vendor. The “Principal Place of Business” is defined as that principal place from which the trade or business of the Vendor is directed or managed.

11. **COMMUNICATIONS BY RESPONDING VENDORS:** In submitting its proposal, the Responding Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of STYE-G until after the award of the Contract or cancellation of this RFP.

12. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in
an Addendum to the RFP). A withdrawal request must be on Responding Vendor’s letterhead and signed by an official of Responding Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of SYTE-G.

13. **INFORMAL COMMENTS:** SYTE-G shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of SYTE-G during the competitive process or after award. SYTE-G is bound only by its obligations under this RFP.

14. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Responding Vendor in preparing or submitting offers are the Responding Vendor’s sole responsibility; SYTE-G will not reimburse Responding Vendor for any costs incurred prior to award.

15. **RESPONDING VENDOR’S REPRESENTATIVE:** Each Responding Vendor 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.

16. **SUBCONTRACTING:** Unless expressly prohibited, a Responding Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Responding Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Responding Vendor itself.
ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Responding Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. SYTE-G will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☐ NO

If the Responding Vendor answered “YES” above, Responding Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Responding Vendor, any sub-contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Responding Vendor, its affiliates or any other sub-contractors that will perform work outside the U.S.:

b) The Responding Vendor agrees to provide notice, in writing to SYTE-G, of the relocation of the Responding Vendor, employees of the Responding Vendor, sub-contractors of the Responding Vendor, or other persons performing services under the Contract outside of the United States

NOTE: All Responding Vendor or sub-contractor personnel providing call or contact center services to SYTE-G under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:
Name of Responding Vendor: __________________________________________________

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Responding Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

   Date of latest audit: __________________________

☐ The Responding Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Responding Vendor is current in all amounts due for payments of federal and other applicable taxes and required employment-related contributions and withholdings.

☐ The Responding Vendor is not the subject of any current litigation or findings of noncompliance under federal or other applicable law.

☐ The Responding Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or other applicable law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Responding Vendor.

   Note: This is a continuing certification and Responding Vendor shall notify SYTE-G within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Responding Vendor shall explain the reason in the space below:

______________________________________________________________________________

______________________________________________________________________________

Signature                                                                                                                  Date

Printed Name                                                                                                            Title

[This Certification must be signed by an individual authorized to speak for the Responding Vendor]
THIS CONTRACT AGREEMENT (this "Agreement"), effective as of [DATE], 2017 (the “Effective Date”), is entered into by Say Yes to Education - Guilford ("SYTE"), and [VENDOR] ("Vendor") (each a "Party").

WHEREAS, SYTE is a national, non-profit education foundation committed to dramatically increasing high school and college graduation rates for our nation's urban youth;

WHEREAS, SYTE wishes to offer certain of its programs ("SYTE Programs") in several public schools in Guilford County, North Carolina ("GPS"); and

WHEREAS, SYTE wishes to engage Vendor to provide human resources functions, including but not limited to recruiting and hiring, for Vendor employees who are providing services in connection with SYTE Programs (each individually, a "Vendor Employee," and collectively, the "Vendor Employees"), which positions shall be funded in part by SYTE grants made to Vendor ("SYTE Grant Funds"), pursuant to the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Support Services. Upon the terms and subject to the conditions set forth in this Agreement, Vendor shall administer the responsibility for recruiting, hiring and providing necessary human resources functions of Vendor Employees. Each Vendor Employee shall work closely with SYTE and GPS staff and shall report directly to Vendor and the Executive Director of SYTE in Guilford County or a designee of the Executive Director from time to time. The Parties shall work in good faith to reach consensus on all outcomes and results expected for the services provided by Vendor Employees. Should the Parties not reach consensus, SYTE shall have the final decision relating to all outcomes and results of services performed by Vendor Employees. In no event shall Vendor be required to take or refrain from taking an action that would result in a violation of a legal requirement, directive from a government oversight agency (e.g. SED, OCFS), or expose Vendor to the potential loss of insurance coverage.

2. Vendor Employees; Staffing Practices. SYTE and Vendor agree to comply with the following staffing management practices in connection with each Vendor Employee:

   (a) Hiring Process.
       (i) Vendor agrees that it shall recruit and hire Vendor Employees to provide the services in accordance with job descriptions to be agreed to by the Parties ("Job Descriptions") including those set forth in Appendix C. If the Parties do not come to an agreement on a Job Description, SYTE shall make the final decision. SYTE shall determine the start date for new Vendor Employees, subject to all applicable federal and state employment laws and Vendor policies, including but not limited to applicable background checks as described herein. [CONFIRM POLICIES]

       (ii) Background Checks: Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with SYTE. As part of Vendor background the details below must be provided to SYTE. Vendor’s responses to these requests shall be considered to be continuing representations and Vendor’s failure to notify SYTE within 30 days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this Agreement during its term shall
constitute a material breach of the Agreement. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform services under this Agreement.

(A) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none.

(B) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none.

(C) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

(D) Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

(E) Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three years preceding submission of its proposal herein or a statement that there are none.

(iii) The Parties shall agree on all individuals to be hired as Employees. A representative from SYTE shall participate in the interview and hiring process to ensure that any person recruited to be an Employee meets the minimum employment requirements and expectations for the applicable position, based on the Job Descriptions.

(iv) If any Vendor Employee is terminated for any reason, Vendor does not guarantee the immediate replacement of that position. SYTE acknowledges that, in the event the employment of any Vendor Employee is terminated for any reason, there may be a period of time during which the position shall be vacant.

(b) Employment of the Vendor Employees. Each Vendor Employee shall be an employee of Vendor, eligible for all Vendor-related benefits, and shall be located at a space dedicated for SYTE Programs at a GPS or other location sourced and approved by SYTE. Nothing herein is intended to create an employment or joint employment relationship between SYTE and any Vendor Employee.

(i) Vendor covenants that it shall not discriminate based on factors including race, creed, gender, disability, marital or maternity status, religious or political beliefs, age or sexual orientation, and any other factor protected under federal, state, or local law. Vendor’s decisions related to hiring, salary, benefits, advancement, termination or retirement shall be based solely on the ability of an individual to perform the tasks relevant to the position.

(ii) Any offers to a prospective Vendor Employee shall be made by Vendor's Human Resources Departments (the "HR Department") and co-signed by SYTE.
(iii) Any newly-hired Vendor Employee shall be required to participate in an informational session hosted by Vendor. Vendor Employees that shall be interacting with SYTE may also be required to attend non-employee informational meetings concerning SYTE’s operations.

(iv) Vendor shall administer the recruitment, pre-employment screening, and on-boarding of Vendor Employees. Each Vendor Employee shall work closely with GPS staff and shall report to the Vendor staffing infrastructure in place.

(v) Questions related to salary and benefits are to be referred to the HR Department. SYTE personnel shall have the ability to review and provide Vendor with input concerning any invoices relating to Vendor Employee payroll and reject invoices that are not approved by Vendor.

(vi) Vendor Employees shall forfeit any accrued unused paid time off (“PTO”) upon termination for any reason.

(vii) Vendor Employees shall be asked to sign a statement at the time of hire that acknowledges such variations to the Vendor benefit package.

(c) **Subcontracting and Outsourcing.** Work proposed to be performed under this Agreement by the Vendor or Vendor Employees shall not be subcontracted without prior written approval of SYTE. Any Vendor or subcontractor providing services to SYTE shall disclose to inbound callers the location from which the call or contact center services are being provided. If, Vendor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the SYTE in writing, prior written approval must be obtained from the SYTE. Vendor shall give notice to the SYTE of any relocation of the Vendor, Vendor Employees, subcontractors of the Vendor, or other persons performing services under the Agreement to a location outside of the United States.

(d) **Vendor Employee Review.**

(i) Each Vendor Employee shall be managed by SYTE and Vendor in a manner consistent with the Vendor’s human resources manual (“Vendor Manual”) except as set forth in the SYTE Addendum to the Vendor Manual (the “SYTE Addendum”) attached hereto as Appendix A. Vendor agrees that it shall require all Vendor Employees to acknowledge receipt of the Vendor Manual and SYTE Addendum in writing.

(ii) SYTE and Vendor shall agree upon a performance evaluation tool to manage each Vendor Employee.

(iii) If any Vendor Employee is the subject of disciplinary action, any such disciplinary action shall be coordinated by and between the SYTE designated supervisor and the HR Department.

(e) **Termination of Services.** After consulting with Vendor, SYTE shall have the right to end the services of any Vendor Employee on any SYTE Program. In no event shall Vendor be required to take or refrain from taking an action that would result in a violation of a legal requirement, directive from a government oversight agency, or expose Vendor to the potential loss of insurance coverage. Vendor shall have the right, if it chooses to do so, to reassign such Vendor Employee to work on matters other than SYTE Programs, provided that, should such reassignment occur, no SYTE Grant Funds shall be used to compensate such Vendor Employee.

(f) **Training by Vendor.** Apart from the Vendor Employee informational sessions required under Section 2(b)(iii) of this Agreement and Vendor’s obligations under Section 4(b), Vendor Employees may be provided additional Vendor Employee specific training by Vendor and/or SYTE as deemed appropriate by SYTE.
3. Reports. Vendor shall provide status reports ("Reports") to SYTE on a periodic basis. These Reports shall include, at a minimum, information concerning, for example, the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These Reports shall be well organized and easy to read. Vendor shall submit these Reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. Vendor shall submit the Reports in a timely manner and on a regular schedule as agreed by the Parties. Submission timeline of final work plan and sample Report shall be agreed upon by the Parties.

4. Costs, Payment, and Expenditure Reports.

   (a) Salary, Benefits, Supplies, Travel, Equipment and Administration. Subject to the terms and conditions set forth in this Agreement, SYTE shall pay Vendor for the full cost of the salary, fringe benefits, supplies, travel and the benefits packages and benefits administration related to each Vendor Employee's position (collectively, the "Costs and Expense"), in each case, as more fully set forth below. All pricing includes any taxes that SYTE is responsible for and shall not include taxes on Vendor’s personal property taxes, Vendor Employee taxes, or sales or use tax (or fees). Pricing and associated service availability are set forth in Appendix D.

       (i) Salaries. Salaries for each Vendor Employee position shall be set in amounts set forth in Appendix C or as otherwise provided for by SYTE.

       (ii) Fringe Benefits. The value of all fringe benefits that are provided to Vendor Employees shall not exceed [__]% of the aggregate salary for all Vendor Employees from [DATE] to [DATE] ("Fringe Benefit Percentage"). The Parties shall agree upon an updated Fringe Benefit Percentage before [DATE] based on Vendor’s insurance coverage to be effective from [DATE], and the Parties shall thereafter agree upon and update the Fringe Benefit Percentage annually based on Vendor’s insurance coverage to be effective as of January 1 of the then current Term.

       (iii) Supporting documentation for other expenses shall include a summary by Vendor Employee of the other expenses incurred per invoice, actual receipts or invoices. Bank statements are not acceptable supporting documentation. Documentation for travel mileage shall include departure addresses, arrival addresses and the number of miles travelled.

       (iv) Travel. Expenditure reports, including travel and related expenses, must be approved and signed by the Vendor direct supervisor and the SYTE Executive Director before they are approved for reimbursement.

       (v) Equipment. Vendor shall provide the information technology resources listed hereunder in this Section 4(a)(v) and agrees to provide SYTE with 60 days’ notice for any change under this Section 4(a)(v). For Sections 4(a)(v)(C) and 4(a)(v)(D) hereunder, SYTE shall purchase the initial equipment, and Vendor shall be responsible for any maintenance or repairs thereafter. In addition, the parties shall agree upon the appropriate equipment to be purchased as appropriate to Vendor’s information technology support capabilities.

           (A) A customized case management system for SYTE Programs.

           (B) Reliable email, internet and phone access, including access from the first date of employment for all Vendor Employees.

           (C) Printers, as needed.

           (D) New laptop computers for each new Vendor position.
(E) Vendor shall submit a monthly performance dashboard to gauge performance. The dashboard program shall be provided to Vendor by SYTE.

(vi) **Cost of Administration and Other Indirect Expenses.** The cost of overhead and administration shall not exceed [%] % of the sum of Salaries and Fringe Benefits of Vendor Employees under this Agreement. Vendor shall not charge SYTE for any non-payroll related expenses.

(b) **Recruitment, Training, and Other Costs.** SYTE shall reimburse Vendor for the costs related to development and placement of recruitment advertisements; and attendance by any Vendor Employee at a training session or conference. Vendor shall be responsible for the following recruitment, training and other costs as SYTE deems appropriate:

(i) Vendor shall:

(A) provide clinical training and/or advice to the supervisory and school based Vendor Employees for school based preventive services.

(B) work with SYTE to provide professional development and training to staff, including new staff (onboarding).

(C) work with SYTE to provide training for Vendor Employees in need of a quality improvement (“QI”) plan.

(D) work with SYTE to provide quality assurance (“QA”) measures for program performance.

(E) provide SYTE with a framework on individual Vendor Employee performance evaluations for informational purposes only.

(c) **Payment and Expenditure Reports.**

(i) No more than 15 days after the end of each month, Vendor shall deliver to SYTE an expenditure report (a "Monthly Expenditure Report"). Each Monthly Expenditure Report shall contain:

(A) A detailed report of all Costs and Expenses of the preceding month (including salary and fringe benefit register reports).

(B) Reasonably detailed documentation supporting the Costs and Expenses for the preceding month.

(ii) No more than 15 days after the end of each quarter, Vendor shall deliver to SYTE an invoice for the actual Costs and Expenses paid by Vendor for the preceding quarter.

(iii) SYTE shall make the first payment of SYTE Grant Funds to Vendor in an amount equal to the total estimated Costs and Expenses for the quarter ending [DATE], within 30 days of receiving Vendor’s invoice for that quarter. Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to SYTE for the purpose set forth in this Agreement.

(iv) **Invoices.** Invoices must be submitted to the SYTE in hard copy on the Vendor’s official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format. Invoices must bear the correct contract number and purchase order number to ensure prompt payment. Vendor’s failure to include the correct purchase order number may cause delay in payment. Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor’s project manager.
(v) No more than 30 days after receiving a Monthly Expenditure Report, SYTE shall deliver payment of SYTE Grant Funds to Vendor in an amount equal to the Monthly Expense Estimate, plus or minus the amount of any underpayment or overpayment for the preceding month, as applicable.

(vi) Monthly Expenditure Reports from Vendor should be submitted to SYTE by one of the following two methods, or by such other method as SYTE may advise Vendor in writing from time to time:

(A) E-mail to kgpemberton@sayyestoeducation.org; and

(B) Mail to:

Say Yes to Education - Guilford
Attn: Keith G Pemberton
Central Public Library
219 North Church Street
Greensboro, NC 27401

5. Governance. The Parties agree to govern this Agreement under the following terms:

(a) The Executive Director of SYTE or their designee and Vendor’s President or their designee shall meet monthly to manage this Agreement.

(b) The Parties shall agree upon an individual to be hired as a “Program Director” who shall report to both Parties.

(c) Vendor shall provide one point of contact for Vendor Employees with regard to human resources and information technology issues under this Agreement.

(d) Vendor’s COO and CFO shall be the point of contact for issues arising with regard to financial issues under this Agreement.


(a) Vendor warrants that qualified personnel shall provide services under this Agreement in a professional manner. “Professional manner” means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the SYTE under this Agreement. Vendor will serve as the prime contractor under this Agreement and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by SYTE. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in the Agreement; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

(b) If any services, deliverables, functions, or responsibilities not specifically described in this Agreement are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Agreement, 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 Agreement to the same extent and in the same manner as if specifically described in the Agreement. 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 deliverables.
(c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Agreement; 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 Agreement; and that entering into this Agreement is not prohibited by any contract, or order by any court of competent jurisdiction. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, SYTE at once, indicating the specific regulation which required such alterations. SYTE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

7. Certificate of Insurance.

(a) Coverage. During the term of the Agreement, Vendor 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 Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

(i) Worker’s Compensation - Vendor 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 $500,000.00, covering all of Vendor’s employees who are engaged in any work under the Agreement. If any work is subcontracted, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement.

(ii) 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.)

(iii) Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/underinsured motorist; and $2,500.00 medical payment.

(b) Requirements. Providing and maintaining adequate insurance coverage is a material obligation of Vendor and is of the essence of this Agreement. 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 Vendor 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 Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor’s liability and obligations under the Agreement.

8. Limitation on Authority. Unless otherwise specifically authorized in writing, neither party shall have the authority to bind the other party to any contract, agreement, obligation, liability, commitment, or undertaking of any kind or to make any representation or warranty of any kind on behalf of the other party.

9. Confidentiality and Non-Disclosure. Each of Vendor and SYTE hereby agrees to keep confidential at any time during and after the term of this Agreement, Confidential Information (as hereinafter defined). Vendor and SYTE hereby agree not to disclose any Confidential Information to any person or entity for any purpose whatsoever, except (i) in connection with the proper performance of the services hereunder or (ii) to the extent required by applicable law or a court of competent jurisdiction. This obligation shall survive the termination of this Agreement. For the purposes of this Agreement, Confidential Information shall mean any and all confidential and proprietary information disclosed to the receiving Party by or on behalf of the disclosing Party or otherwise obtained by the receiving Party, orally, in writing or in any other medium, however documented (or not documented) and whether or not
marked "Confidential." Confidential Information includes, without limitation, information regarding a Party's actual or proposed businesses; historical and projected financial information, budgets, services, marketing plans, analyses, strategies, forecasts, research and development, copyrighted materials, training materials and techniques, billing and collection practices and techniques; concepts, ideas, names, addresses and any other characteristics, identifying information or aspects of a Party's existing or potential clients, employees, vendors or suppliers; or any information derived, summarized or extracted from any of the foregoing. Confidential Information shall not include any information that the receiving Party demonstrates: (a) is or becomes available to the public other than as a consequence of a breach by any party hereto of any fiduciary duty or obligation of confidentiality or (b) the receiving Party received from a source not bound by obligations of confidentiality. As relates to Confidential Information, each Party agrees that all subcontractors, vendors, agents and employees having access to Confidentiality Information shall be bound by provisions at least as restrictive as those contained in this Section.

10. Term and Termination.

(a) Term. This Agreement shall be in effect from [DATE] and continue in full force and effort until June 30, 2018 (together with any Renewed Term, the "Term") and Vendor shall start work under the Agreement within 10 business days of the Effective Date.

(b) Renewal. This Agreement may be renewed by SYTE, in its sole discretion for up to two (2) additional one (1) year terms, upon providing Vendor written notice of its intent whether to exercise each option no later than 90 days before the end of the Agreement’s then-current term (each renewal term, a "Renewed Term"). The Parties acknowledge and agree that the terms of this Agreement shall apply to each Renewed Term.

(c) Termination.

(i) Either party may terminate this Agreement in whole or in part, with or without cause, upon giving sixty (60) days written notice to the other party. Upon termination pursuant to this Section 10, the Parties' respective obligations under this Agreement shall terminate and expire as of the effective date of such termination (except as set forth in Section 23); provided, however, that Vendor shall be entitled to reimbursement of any outstanding costs and expenses incurred under this Agreement as of the termination date.

(ii) SYTE may terminate this Agreement upon sixty (60) days’ written notice to Vendor in the event the NCSD or its affiliated entities discontinue the current level of cooperation and support of the SYTE Programs; provided, however, that Vendor shall be entitled to reimbursement of any outstanding costs and expenses incurred under this Agreement as of the termination date.

(iii) If this Agreement is not renewed at the end of the Term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of SYTE, up to two months after such end date all such reasonable transition assistance requested by SYTE, to allow for the expired or canceled portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to SYTE or its designees. If SYTE exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Agreement (notwithstanding this expiration or cancellation), except for those Agreement terms or conditions that do not reasonably apply to such transition assistance. SYTE shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for performance of the services or other resources utilized.

(iv) Vendor shall not be relieved of liability to the SYTE for damages sustained by the SYTE by virtue of any breach of this Agreement, and SYTE may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due SYTE from such
breach can be determined. SYTE reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to SYTE.

(v) In case of default by the Vendor, SYTE may procure the services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this Agreement, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, SYTE may immediately cease doing business with the Vendor, immediately terminate this Agreement for cause. In the even SYTE assigns this Agreement to the State of North Carolina, the state may also act to debar the Vendor from doing future business with the State of North Carolina.

11. Ownership of Materials and Proprietary Information.

(a) Vendor acknowledges and agrees that SYTE owns all right, title and interest to all intellectual property relating to the "Say Yes to Education" initiative, including any copyrights, trademarks, trade names or service marks relating to the SYTE Programs and any derivative works thereof ("SYTE Intellectual Property"). No title to or ownership of the SYTE Intellectual Property is hereby transferred to Vendor, and SYTE’s rights in such property shall at all times be subject to the ownership of SYTE and restrictions contained in this Agreement and at law. Vendor agrees to execute, and shall cause Vendor Employees to execute, any documents or take any other actions as may reasonably be necessary, or as SYTE may reasonably request to perfect SYTE’s perpetual ownership of the SYTE Intellectual Property.

(b) SYTE acknowledges and agrees that Vendor owns all right, title and interest to any copyrights, trademarks, trade names or service marks relating to the Vendor programs ("Vendor Intellectual Property"). No title to or ownership of the Vendor Intellectual Property is hereby transferred to SYTE, and Vendor’s rights in such property shall at all times be subject to the ownership of Vendor and restrictions contained in this Agreement and at law.

(c) All written materials developed or produced by Vendor within the scope of this Agreement (collectively the "Produced Materials") constitute "works made for hire" (as that phrase is defined in the Copyright Act of 1976, Title 17, United States Code) for SYTE, and SYTE shall be considered the author and shall be the exclusive copyright owner of the Produced Materials and the owner of all other intellectual property rights in the Produced Materials; provided, however, that SYTE hereby grants to Vendor a royalty free, non-exclusive, independent, perpetual license to utilize the Produced Materials and to sub-license on a royalty free basis, the Produced Materials to its subcontractors, whether performing work under this Agreement, or otherwise, in any case, solely within Guilford County; provided, however, the perpetual license granted herein with respect to the SYTE student monitoring system shall be further limited for use only within the NCSD. The Parties agree to cooperate in executing the documentation necessary and appropriate to effectuate the purposes of this Section 11(c). The foregoing license shall not apply to SYTE’s name, logos, trademarks, or service marks.

12. Independent Contractor Status. Vendor’s employees, contractors, agents, or other personnel shall not be considered an employee of SYTE or any divisions, affiliates, subsidiaries and other entities of SYTE, and shall not be entitled to participate in or receive any benefits or rights as an employee of SYTE or any such entity of SYTE, under any employee benefit and welfare plans, including, without limitation, employee insurance, pension, savings and security plans (each, a “Plan”). In addition, even if the status of any of Vendor’s employees, contractors, agents, or other personnel is ultimately re-characterized by a third party or any governmental or judicial body to constitute employee status, such individual shall not be eligible to participate in or receive any benefits or rights as an employee of SYTE under any Plan unless and until SYTE consents to such eligibility in writing. Without limiting the generality of the foregoing, Vendor’s employees, contractors, agents, and other personnel shall not be considered employees of SYTE for purposes of any state or federal laws relating to unemployment insurance, social security, workers’
compensation or any regulations that may impute any obligation or liability to SYTE by reason of an employment relationship. Vendor agrees to pay all income, FICA, and other taxes or levies imposed by any governmental authority on any compensation that Vendor receives under this Agreement. This Agreement shall not be construed as authority for Vendor to act as SYTE’s agent or in any other similar capacity, or to make commitments of any kind for the account of or on behalf of SYTE, and Vendor shall not take any action suggesting otherwise.

13. Indemnification; Limitation of Liability.

(a) Claims by Employees. Vendor shall indemnify, defend and hold SYTE, and its subcontractors, subsidiaries, affiliates, directors, officers, employees, and agents (the "Indemnified Party") harmless from and against any and all losses, damages, liabilities, obligations, judgments, penalties, fines, awards, costs, expenses and disbursements (including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any claim, action, suit, proceeding or investigation) and reasonable attorneys' fees ("Claims") suffered or incurred by SYTE as a result of: (i) any allegation that any employee or agent of Vendor is an employee of SYTE by virtue of performing any work for or on behalf of SYTE under this Agreement or otherwise, or (ii) any Claim by, on behalf of, or related to any prospective, then-current or former employees of Vendor arising with respect to their employment or prospective employment with Vendor, including any Claims: (A) that such individual is an employee of SYTE (or that SYTE is a joint employer, single employer, agent, or alter ego of Vendor, or that such individual has any other relationship that would create liability by SYTE to such individual), (B) arising from or relating to such alleged employment or relationship or the termination of such alleged employment or relationship, including Claims relating to hiring policies and decisions, claims for payment of wages or benefits, (C) relating to occupational safety and health, workers' compensation, ERISA, unemployment compensation, or other applicable law, (D) relating to the handling and processing of any and all immigration issues and requirements (whether such employees or agents of Vendor are located in the United States or elsewhere), (E) for harassment, discrimination, retaliation, or wrongful termination of any kind, (F) relating to any violation by Vendor, or their respective officers, directors, employees, representatives or agents, of any law or any common law protecting persons or members of protected classes or categories, such laws or regulations prohibiting discrimination or harassment on the basis of a protected characteristic. Vendor shall give SYTE prompt notice of any claim made against Vendor, and the opportunity to defend any such claim with counsel to be selected by SYTE.

(b) Claims by Others. Vendor shall indemnify, defend and hold SYTE and its subcontractors, subsidiaries, affiliates, directors, officers, employees, and agents harmless from and against any and all lawsuits, actions, claims, charges, grievances, complaints, damages, fines, losses and expenses, including but not limited to reasonable attorneys' fees and actual disbursements, arising out of any and all lawsuits, actions, claims, charges, grievances, or complaints that arise from or involve any acts of or omissions by Vendor or its employees, including but not limited to any action alleging any negligent or intentional tort, any unlawful act, breach of confidentiality, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this Agreement, safety violation or breach of contract caused or contributed to by the negligence or willful misconduct of SYTE or its employees.

(c) Liability Limitations. IN NO EVENT SHALL SYTE BE LIABLE TO VENDOR OR ANY THIRD PARTY SEEKING DAMAGES UNDER THIS AGREEMENT FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY. SYTE’S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AMOUNTS OWED BY SYTE TO VENDOR IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THIS AGREEMENT.
14. **Return of Property.** Upon the termination of this Agreement, Vendor shall, at its own expense, promptly return and deliver to SYTE all materials, property, equipment and supplies which belong to SYTE and which are in the possession, custody or control of Vendor. Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by SYTE for use in connection with the performance of this Agreement or purchased by or for SYTE for this Agreement, and Vendor will reimburse SYTE for loss or damage of such property while in Vendor’s custody.

15. **Disclaimer.** Except to the extent specifically set forth in this Agreement, Vendor is not responsible for any aspects of the SYTE Programs, including but not limited to, any scholarship incentives offered or provided by, or in connection with, SYTE Programs.

16. **Arbitration.** The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to SYTE for resolution. A claim by SYTE shall be submitted in writing to Vendor for resolution. The Parties shall 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 Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute. Vendor further understands and agrees that as a condition of this Agreement, it shall enter into an arbitration agreement in the form attached as Appendix B (the “Vendor Employee Arbitration Agreement”) with all Vendor Employees it hires who interact with SYTE in any way. Vendor shall not modify the terms of the Vendor Employee Arbitration Agreement without SYTE’s approval, which shall not be unreasonably withheld. Vendor further understands and agrees that SYTE is a third party beneficiary to the Vendor Employee Arbitration Agreement and that SYTE has the right to enforce the Vendor Employee Arbitration Agreement, including the class and collective action waivers therein.

17. **Amendment and Waiver.** This Agreement may not be amended or modified except by a written instrument executed by the parties. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any breach of any other provision hereof. No waiver of any provision of this Agreement in any instance shall be deemed to be a continuing waiver or a waiver of such provision in any other instance. No waiver shall be binding unless executed in writing by the party to be charged with the waiver.

18. **Compliance with Laws.** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

19. **Governing Law; Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without regard to or consideration of any conflicts of laws principles. Any action to enforce or interpret this Agreement shall be brought in the state or federal courts located in Guilford County, State of North Carolina. Each Party: (a) expressly consents to the jurisdiction of any such court; (b) irrevocably waives any claim that any such court lacks jurisdiction over it; (c) agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over it; (d) irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement in the courts referred to in this Section and (e) irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

20. **Non-Solicitation.** During the term of this Agreement and for a period of one year after its termination, neither party shall directly solicit for hire as an employee, consultant or otherwise any of the other
Party's personnel who have performed services under this Agreement without the employing entity's express written consent.

21. **Audit.** During and after the Term hereof, a SYTE designated auditor shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, including as provided in G.S. 143-49(9).

22. **Assignment.** No assignment of the Vendor’s obligations nor the Vendor’s right to receive payment hereunder shall be permitted. However, upon written request of SYTE, and solely as a convenience to the Vendor, the SYTE may: (a) forward the Vendor’s payment check directly to any person or entity designated by the Vendor, and (b) include any person or entity designated by Vendor as a joint payee on the Vendor’s payment check. In no event shall such approval and action obligate SYTE to anyone other than the Vendor and Vendor shall remain responsible for fulfillment of all obligations under this Agreement. Upon advance written request, SYTE may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Agreement. In the event that SYTE assigns this Agreement (or any part thereof) to the State of North Carolina, the terms set forth in Appendix E and the following shall apply: notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State of North Carolina under applicable law.

23. **Entire Agreement.** This Agreement, the RFP dated [DATE] and Vendor’s proposal dated [DATE] and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or state statutes of limitation.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date set forth in the preamble.

[VENDOR]  
SAY YES TO EDUCATION - GUILFORD

______________________________  
_________________________________

[NAME]  
EUGENE CHASIN

[TITLE]  
CHIEF OPERATING OFFICER

[VENDOR]  
Say Yes to Education - Guilford

[ADDRESS]  
320 Park Avenue, 21st Floor
New York, NY 10022

[PHONE]  
Phone: (212) 415-7192

[FAX]  
Fax: (212) 415-7196
Appendix A
Exceptions to Vendor’s Employment Manual

[TO BE PROVIDED BEFORE SIGNING]
Appendix B

Vendor Employee Arbitration Agreement

As further consideration for your employment with [VENDOR] (“Vendor” or “Employer”), [Your Name] (“You” or “you”) and Vendor agree to resolve any disputes through arbitration proceedings as set forth below in this Vendor Employee Arbitration Agreement (“Arbitration Agreement”), including Covered Claims (defined below) against any entity in the Services Group (defined below). For purposes of this Arbitration Agreement, the “Services Group” shall include Vendor, Say Yes to Education - Guilford (“SYTE”), and the former, existing and future parents, subsidiaries, partners, predecessors, successors and affiliate corporations and business entities of Vendor and SYTE.

1. **Binding Mutual Arbitration.** You and Vendor agree that any Covered Claims (defined below) will be resolved by final and binding arbitration as set forth in this Arbitration Agreement. This Arbitration Agreement, including the Waivers set forth in paragraph 5 of this Arbitration Agreement, shall be governed by and interpreted in accordance with the Federal Arbitration Act (“FAA”). This Arbitration Agreement applies with respect to all Covered Claims, whether initiated by you or any entity in the Services Group, and makes arbitration the required and exclusive forum for the resolution of all Covered Claims. By entering into this Arbitration Agreement, you acknowledge and agree that, to the fullest extent permitted by law, you are giving up your and their right to a jury trial in any forum and the right to a judicial forum for the resolution of any and all Covered Claims.

2. **Third-Party Beneficiaries.** You and Vendor understand, acknowledge and agree that SYTE, and the former, existing and future parents, subsidiaries, partners, predecessors, successors and affiliate corporations and business entities of SYTE (“SYTE Entities”), are third-party beneficiaries to this Arbitration Agreement and that the SYTE Entities have the same right to enforce this Arbitration Agreement as you and Vendor.

3. **Covered Claims.** Except for the Excluded Claims (defined below), and to the fullest extent permitted by law, Covered Claims include any and all claims, causes of action or disputes between you and any entity in the Services Group, or any of their current, former, and future directors, officers, employees, agents, managers, shareholders, and other representatives, based on, arising out of, or related in any way to your provision of services under your employment agreement with Vendor, including but not limited to contract, tort, and other common law claims, wage and hour claims, discrimination, harassment and retaliation claims, and claims and causes of action under, based on, or relating to any federal, state or local constitution, statute, common law, or regulation of any country, state or municipality, including, without limitation, the Fair Labor Standards Act (“FLSA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and the Americans With Disabilities Act (“ADA”); the Age Discrimination in Employment Act (“ADEA”), the Worker Adjustment and Retraining Notification Act (“WARN”), the Equal Pay Act (“EPA”), and the Family and Medical Leave Act (“FMLA”); provided, however, that nothing in this Arbitration Agreement relieves either you or the Services Group from any obligation that you or they may have to exhaust certain administrative remedies before arbitrating certain types of claims or disputes under this Arbitration Agreement.

4. **Excluded Claims.** The following claims and disputes are not subject to this Arbitration Agreement: (i) applications by any party for temporary or preliminary injunctive relief in aid of arbitration or for the maintenance of the status quo pending arbitration, (ii) claims for workers’ compensation benefits, but not retaliation claims arising out of or relating to claims for workers’ compensation benefits, (iii) claims for unemployment compensation benefits, (iv) claims under the National Labor Relations Act, as amended, within the exclusive jurisdiction of the National Labor Relations Board, and (v) any claim that is expressly precluded from arbitration by a federal, state, or local statute or regulation that is not preempted by the FAA. Nothing in this Arbitration Agreement shall prohibit you from filing a charge, complaint or claim or communicating or cooperating with, providing information to, or participating in an investigation by the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency. Such federal, state, or local agency is entitled to investigate such a charge, complaint, or claim in accordance with applicable law and prosecute an action on your behalf. However, any such Covered Claim that is not fully and finally resolved through such federal, state, or local agency proceedings must be submitted to arbitration in accordance with this Arbitration Agreement, and may not proceed in a judicial forum (unless prosecuted by an agency as an agency charge).

5. **WAIVERS.** **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IT IS AGREED THAT NO COVERED CLAIMS MAY BE INITIATED, MAINTAINED, HEARD OR DETERMINED ON A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION BASIS EITHER IN COURT OR IN ARBITRATION, AND THAT YOU ARE NOT ENTITLED TO SERVE OR PARTICIPATE AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION MEMBER OR REPRESENTATIVE OR TO RECEIVE ANY RECOVERY FROM A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION INVOLVING COVERED CLAIMS EITHER IN COURT OR IN ARBITRATION.** You further agree that if you are included within any class action, collective action, or representative
action in court or in arbitration involving a Covered Claim, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be.

You have the right to challenge the validity of the terms and conditions of this Arbitration Agreement on any grounds that may exist in law and equity. Any issue or dispute concerning the validity or enforceability of this Arbitration Agreement and/or any of the class, collective, and representative action waivers contained in this Arbitration Agreement (“Waivers”) shall be governed by and determined under and in accordance with the FAA, and shall be decided by an appropriate federal District Court in the state where you provide(d) services under your employment agreement with Vendor if an action cannot be brought there, any court of competent jurisdiction.

Any issue or dispute concerning arbitrarily of a particular issue or claim pursuant to this Arbitration Agreement (except for issues or disputes concerning the validity or enforceability of this Arbitration Agreement and/or any of the class, collective, or representative action Waivers) must be resolved by the arbitrator, not the court.

Insofar as any Covered Claim is permitted to proceed on a class, collective, or representative action basis, it must do so in a court of competent jurisdiction and not in arbitration. Insofar as any Covered Claim is not eligible for arbitration or otherwise is excluded from or not subject to arbitration, for any reason, the class, collective, and representative action Waivers apply and remain valid and enforceable with respect to any such Covered Claim.

Consistent with the foregoing Waivers, in any arbitration between the parties under this Arbitration Agreement, the arbitrator may not join or consolidate any claim of any other individual or entity, unless agreed to by all parties to the arbitration.

6. **Arbitration Forum and Rules.** Except as specified herein, the applicable arbitration rules will be the rules of the selected arbitration forum, set forth below, or any successor rules and, if the forum no longer exists, of the successor forum.

   a. **Forum**

   Except as specified herein, any arbitration of a Covered Claim will be conducted under the auspices and rules of JAMS in accordance with and subject to the JAMS Employment Arbitration Rules and Procedures (“JAMS Arbitration Rules”). To the extent any of the terms, conditions or requirements of this Arbitration Agreement conflict with the JAMS Arbitration Rules, the terms, conditions or requirements of this Arbitration Agreement shall govern.¹ If a Covered Claim may not be arbitrated before JAMS on an individual basis, or is otherwise excluded from or not subject to arbitration before JAMS, then the Covered Claim will be resolved by final and binding arbitration conducted under the auspices and rules of the American Arbitration Association (“AAA”) in accordance with and subject to the AAA’s National Rules for the Resolution of Employment disputes in effect at the time of the arbitration or any successor rules, except as specified herein. If the AAA is substituted for JAMS, every applicable reference in this Arbitration Agreement shall be read as meaning the AAA.

   b. **Hearing Location**

   Arbitration shall be held in Guilford County, North Carolina and if not practicable, in the county nearest to the location where you provide(d) services under your employment agreement with Vendor where the arbitration can be held.

   c. **Remedies**

   All Covered Claims are subject to the same limitations regarding damages and remedies, including attorneys’ fees and costs, that would apply if the Covered Claim had been filed in a court of competent jurisdiction. Arbitrators are authorized to award any party the full remedies that would be available to such party if the Covered Claim had been filed in a court of competent jurisdiction, including attorneys’ fees and costs as required or permitted by applicable law.

   d. **Arbitrators**

   Any arbitration of Covered Claims shall be conducted before a single arbitrator (who must be a retired judge), unless all parties to the arbitration agree in writing to conduct the arbitration before a panel of three arbitrators or an arbitrator who is not a retired judge.

¹ Information about JAMS, including JAMS Arbitration Rules, can be found at www.jamsadr.com.
e. **Procedure**

The parties may file and the arbitrator shall hear and decide at any point in the proceedings any motion permitted by the Federal Rules of Civil Procedure, including but not limited to motions to compel discovery, motions for protective orders, motions to dismiss, motions for summary judgment, and motions in limine. In addition, the parties shall have the right to submit a post-hearing brief. The arbitration shall be subject to the same rules of evidence, burdens of proof and statutes of limitations as if the Covered Claim was being heard in the appropriate and applicable federal or state court for the claim(s) asserted. You have the right to be represented by the legal counsel of your choice in the arbitration.

Any party who submits a claim or counterclaim to arbitration must join with such claim or counterclaim and submit for resolution in arbitration any and all related Covered Claims that are eligible for submission to arbitration under this Arbitration Agreement.

Each respondent must file and serve his/her or its answering statement within thirty (30) calendar days after his/her or its receipt of a Demand for Arbitration. Likewise, a claimant must file an Answer to any Counterclaim within thirty (30) calendar days after the date of the claimant’s receipt of the Answer and Counterclaims and simultaneously serve the Answer to any Counterclaims on each respondent.

A party may amend its Demand for Arbitration and/or Complaint, Answer, Counterclaims, or Answer to Counterclaims within thirty (30) calendar days after it was served, or with the arbitrator’s permission.

f. **Awards**

Arbitrators are required to issue a written award, which shall include a reasoned and detailed decision stating the reasons upon which it is based and be supported by essential facts and conclusions of law, and, subject to the parties’ right to appeal or seek vacatur under applicable law, their awards shall be final and binding, and any judgment or award issued by an arbitrator may be entered in any court of competent jurisdiction. Any judicial review of an arbitration award shall be subject to and in accordance with applicable law. No arbitration award or decision will have any preclusive effect as to any other issues or claims in any other arbitration or court proceeding unless each of the parties in such proceeding was also a named party in the arbitration.

7. **Severability.** The provisions set forth herein shall be severable and, if any provision of this Arbitration Agreement shall be determined to be legally unenforceable or void, such unenforceable or void provision shall not affect the legality, validity or enforceability of the remaining provisions hereof and may be severed from the remaining provisions as appropriate, to the extent permitted by law, except that, in the event any of the Waivers set forth in paragraph 4 above are determined to be invalid, unenforceable or void with respect to a particular Covered Claim, that Covered Claim and only that Covered Claim shall proceed in a court of competent jurisdiction and not in arbitration (and such court shall be the exclusive forum for such claim) and the Waivers set forth in paragraph 4 above shall remain effective and enforceable with respect to all other Covered Claims. If a court of competent jurisdiction determines that a particular provision set forth herein is invalid, unenforceable or void under the applicable law in a particular jurisdiction, such provision will not be enforced in that jurisdiction but shall remain effective and enforceable in all other jurisdictions.

8. **Law Governing this Arbitration Agreement.** The provisions of this Arbitration Agreement, including the Waivers set forth in paragraph 4, shall be governed by and interpreted in accordance with the FAA.

9. **Law Governing Covered Claims.** In any arbitration, the arbitrator will apply the federal or state substantive law that would have governed the parties’ dispute had it been heard in the applicable and appropriate federal or state court (including, but not limited to, the applicable statutes of limitation, the applicable order and burdens of proof, the rules of evidence, and the applicable remedies).

10. **Entire Agreement.** This Arbitration Agreement constitutes the complete understanding between the parties with respect to the subject matter covered by this Arbitration Agreement. This Arbitration Agreement supersedes any and all agreements, understandings, and discussions, whether written or oral, with respect to the subject matter covered by this Arbitration Agreement,
11. **Modification.** This Arbitration Agreement may only be modified, revoked and/or terminated by a subsequent written agreement signed by you and Vendor which specifically states the parties’ intent to modify, revoke and/or terminate this Arbitration Agreement.

12. **ACKNOWLEDGEMENT.** YOU ACKNOWLEDGE AND AGREE THAT, BEFORE AGREEING TO THIS ARBITRATION AGREEMENT, YOU HAVE HAD THE OPPORTUNITY AND A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS ARBITRATION AGREEMENT, THAT IN ENTERING INTO THIS AGREEMENT YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS BY ANY ENTITY IN THE SERVICES GROUP EXCEPT THOSE CONTAINED IN THIS ARBITRATION AGREEMENT, THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT, AND THAT YOU HAVE ENTERED INTO THIS ARBITRATION AGREEMENT KNOWINGLY AND VOLUNTARILY AND WITHOUT ANY PRESSURE, COERCION, OR DURESS.

Executed this ____________ day of ___________________, 201__

Signature of Employee:

____________________________________________
Name of Employee (please print):

____________________________________________
Home Address:

____________________________________________
City/State/Zip Code:

____________________________________________
Emergency Contact Name/Telephone Numbers:

____________________________________________
Signature of ________________, on behalf of [VENDOR]
Appendix C

Job Descriptions

Position: Family Support Specialist

Department: Say Yes to Education – Guilford

Reports to: Family Support Specialist Supervisor and Principal

Position Summary

Under the supervision of the Family Support Specialist Supervisor and school principal, the Family Support Specialist works collaboratively with school support team members to include school social workers, school counselors, school psychologist and administrators to assist in the identification of services and support for students. The Family Support Specialist will coordinate the implementation of STYE Programs and other partner initiatives and programs in the school in which they are assigned. The Family Support Specialist position compliments existing GCS school student support teams and will not reduce, interfere with, or perform services provided by any GCS employees. The function of the Family Support Specialist is to align supports and services with those students identified as in need by the postsecondary planning system and school personnel.

Major Responsibilities/Tasks

Family Support Specialists will work directly with students linked with the GCS, as identified by GCS student support teams as needing intervention supports. This work can include coordinating a continuum of social-emotional, health and academic services of the student and their families to support school wide outcomes of academic achievement, improved attendance, reduced discipline referral and increased parent involvement. The Family Support Specialists will also provide documentation of progress, outcomes and service plans in addition to conducting home and family visits which will require working non-traditional hours.

- Adhere to all GCS policy and regulations regarding providing preventive services including requirements regarding contacts and documentation.
- Work with building administrators to implement tasks related to the Post-Secondary Planning System (PSPS) for students, parents, and teachers, including questions related to survey completion and how to access individual student growth plans and data driven interventions and outcomes.
- On-site collaboration, facilitation and enrollment of identified students and families with selected service providers and other identified services.
- Serve as liaison between service providers, school building staff and administration, including providing in-service for school staff regarding the SYTE Programs offered in the building and how to refer students and families.
- Upon request, serve on relevant school management teams; support building specific initiatives/events.
- Generate appropriate referrals for identified students and families, including academic supports, food pantries, shelters and agencies to help with social, emotional, mental health, clothing and housing needs.
- Create and support a post-secondary education culture in school buildings, including facilitating the SYTE scholarship application process and creating awareness of the benefits of college and the steps necessary to apply and prepare for post-secondary education.
- Participate in SYTE community events including college and community resource fairs and other outreach events with some non-traditional hours required.
- Demonstrate an understanding of Family Educational Rights and Privacy Act (“FERPA”).
- Comply with strict confidentiality and privacy policies.
- Other duties as assigned by the Family Support Specialist Supervisor, school principal, or SYTE.

Minimum Qualifications

- Family Support Specialist’s position requires a Bachelor’s degree in social work or related field.
- Three – five years of experience in education, child welfare or human services.
- Commensurate experience will be considered in lieu of degree in related field.

Salary

- $43,500.00 – $45,600.00; 12-month position (based on North Carolina Public School salary schedule).
## Appendix D
### Pricing and Service Availability

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Description</th>
<th>Number of Positions to Fill</th>
<th>Salary Range (Each)</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Support Specialist</td>
<td>See Appendix C</td>
<td>12</td>
<td>$43,500.00 – $45,600.00</td>
<td>$__________</td>
</tr>
</tbody>
</table>
Appendix E
Additional North Carolina Terms and Conditions

In the event that this Agreement is assigned to the State of North Carolina or one of its designated entities, the following terms shall also apply.

1. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
   
   a. G.S. 143-59.1 bars the Secretary of Administration from entering into Agreements with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses 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 proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   
   b. All agencies participating in this Agreement are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   
   c. 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.

2. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Agreement. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

END OF RFP