

STRATEGIC PLAN SURVEY

REQUEST FOR PROPOSAL AND SCOPE OF WORK SPECIFICATIONS

School District: Chapel Hill-Carrboro City Schools

Chapel Hill Carrboro City Schools
750 South Merritt Mill Road
Chapel Hill, NC 27516

Contact:
Misti Williams
Senior Executive Director for Leadership and Strategy

REQUEST FOR PROPOSAL

Chapel Hill-Carrboro City Schools is accepting proposals from qualified vendors to administer four surveys: (1) 3rd – 5th grade students, (2) 6th grade - 12th grade students, (3) Parents/Families and (4) School Personnel to measure progress for years 2 and 3 of the district's Strategic Plan.

Sealed proposal packages must be received no later than
10 a.m. Friday, February 28, 2020

Proposals must be clearly marked with
"RFP STRATEGIC PLAN SURVEY, ATTENTION MISTI
WILLIAMS" and across the seal "Do Not Open –
Confidential"

Proposals must be sent to or hand delivered to:
Chapel Hill-Carrboro City Schools
750 South Merritt Mill Road
Chapel Hill, NC 27516

Questions

Questions or comments regarding this proposal are to be directed in writing electronically to Misti Williams, Senior Executive Director for Leadership and Strategy at mwilliams@chccs.k12.nc.us .

All questions must be submitted no later than 12 noon, Thursday, February 20, 2020. Please use the name "RFP STRATEGIC PLAN SURVEY" in the subject line of the email. All questions and subsequent clarifying answers will be posted on our website.

Chapel Hill-Carrboro City Schools reserves the right to accept or reject any and all proposals and to waive minor irregularities, and to select the proposal most advantageous to the District.

REQUEST FOR PROPOSAL & SCOPE OF WORK
General Information

**REQUEST FOR PROPOSALS FROM VENDORS TO DEPLOY
STUDENT, FAMILY AND STAFF SURVEYS FOR CHAPEL
HILL-CARRBORO CITY SCHOOLS**

GENERAL INFORMATION

A. Intent

This Request for Proposal is for the purpose of obtaining proposals and ultimately entering into a contract to deploy and perform data analysis Student, Family and Staff Surveys in years 2 and 3 of the 2018-2021 CHCCS Strategic Plan.

The vendor will be referred to as “the provider” and the contract will be between the provider and the District. The provider will offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the District which is to collect feedback from stakeholders in order to collect and analyze data to inform decisions for the remaining years of the Strategic Plan.

B. Procurement Method

A competitive proposal process will be used to procure services from the provider. All procurement transactions shall be conducted in a manner that provides maximum, open and fee competition consistent with District Regulations. The District considers this a service contract.

C. Proposal Submission and Award

1. Proposals are submitted to:

US Mail Delivery Address:	Hand Delivery or Package Delivery Service , such as FedEX or UPS:
Misti Williams Senior Executive Director for Leadership and Strategy	Misti Williams Senior Executive Director for Leadership and Strategy

CHCCS 750 S. Merritt Mill Road Chapel Hill, NC 27516	CHCCS 750 S. Merritt Mill Road Chapel Hill, NC 27516
Phone number for directions (919) 967-8211 X 28235	

Two copies of the proposal are to be delivered in a sealed envelope/package marked “RFP STRATEGIC PLAN SURVEY, ATTENTION MISTI WILLIAMS.” One electronic copy shall be supplied as a PDF via email to Misti Williams mwwilliams@chccs.k12.nc.us . Faxed copies are unacceptable. Each proposal copy must include all required responses and documents at the time of submission.

2. The District reserves the right to reject or accept any or all proposals if deemed to be in the best interest of the District. The District reserves the right to waive minor irregularities and the right to reissue the RFP.
3. To be considered, each offeror must submit a complete response to this solicitation providing the information requested. All proposals should be carefully worded and must convey all the information requested to be considered.
4. The award shall be made to the qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is a provider whose financial, technical and other resources indicate an ability to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to a provider that does not submit the lowest monetary proposal. The Senior Executive Director for Leadership and Strategy will review and evaluate all written proposals and will make final recommendations through District Leadership.
5. Offerors and their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror’s own risk and he or she cannot secure relief on the plea of error. The District is not liable for any cost incurred by the offeror prior to the signing of the contract by all parties.

D. Late Proposals

Any proposal received after the time specified will not be considered.

E. Pre-Award Clarification

The District reserves the right to conduct final discussions and negotiations with the provider recommended prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals by any competing providers.

F. Final Contract

The submitted RFP, including all attachments and all documents submitted by the offeror, will become part of the official contract when approved, awarded and signed.

**CHAPEL HILL-CARRBORO CITY SCHOOLS
REQUEST FOR SURVEY DEPLOYMENT AND ANALYSIS PROGRAM
PROPOSALS**

The Board of Education of Chapel Hill-Carrboro City Schools (herein after the “District” invites qualified providers (herein called “Providers”) to submit proposals for the deployment and analysis of a student, family and staff survey. The survey and analysis will provide feedback and inform practice for years 2 and 3 of the 2018-2021 CHCCS Strategic Plan.

A. Proposal Scope

The purpose of this invitation for bids is to solicit proposals to deploy and analyze Student, Family and Staff Surveys in years 2 and 3 of the 2018-2021 CHCCS Strategic Plan. There are 2 students surveys – grades 3-5 and 6-12, 1 family survey and 1 staff survey for a total of 4 per year, 8 surveys over 2 years.

A contract will be offered to only one provider. No multiple or partial awards are intended but the right to do so is reserved to the District. The District reserves the right to refuse all proposals.

The district is seeking a provider to deploy and provide data analysis for a survey regarding the district’s strategic plan. The district conducted a similar survey last year and is seeking a new provider for surveys to be deployed in Spring 2020 and a final time in Spring 2021. Results of the survey will also be analyzed and presented by the selected provider to leadership, the Board of Education and other groups as necessary.

B. Strategic Plan Survey Requirements

The RFP shall include thorough descriptions of the following elements of the 2018-2021 Strategic Plan Survey:

1. A timeline for administering the student, family and staff survey that concludes the survey by early May and provides analysis by July.

2. A plan for outreach to increase and optimize response rates and ensure representation from traditionally underrepresented groups.
3. A plan for data analysis including the specific analysis tools for quantitative and qualitative results.
4. Preparation of reports and presentations for various stakeholders and multiple settings.
5. List qualifications of all personnel who provide services.
6. Describe the supplies and materials related to the survey including electronic platform and translation services.
7. Describe how data will be secured and maintained.
8. A plan for collaboration with the District to schedule all activities related to the development, deployment and presentation of survey data.
9. A plan to warrant that all agents or employees of the Provider who will provide services are fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
10. A plan to provide written documentation of any service provided including any required documentation meeting the requirements of applicable federal, state and local laws, regulations and board policy.

C. Administrative Requirements

The Provider is expected to designate one contact person to be accountable to the District for service delivery and communication. It is mandatory that the District have access to communicate with the contact person in order to maintain established timelines, status and data updates at all times.

In addition to ongoing communication, there will be an established meeting schedule to ensure collaborative understanding of expectations and outcomes.

The Provider shall provide summary billing with invoices as outlined in the contract.

NOTE: The proposal should include a sample of your proposed billing process. The awarded Provider and District will cooperate in the formulation of the final billing and reporting procedures.

D. Attachments to Proposal

The following is intended to be a checklist of attachments which should accompany the proposal:

1. Responses and information referenced in above sections.
2. Sample of proposed billing process.
3. References from current customers.

E. Terms and Conditions

1. READ, REVIEW AND COMPLY: It shall be the Provider's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Provider shall review CHCCS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.

2. NOTICE TO PROVIDERS: All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Chapel Hill-Carrboro City Schools (CHCCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a Provider's response. This applies to any language appearing in or attached to the document as part of the Provider's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the Provider agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. EXECUTION: Failure to sign under EXECUTION section will render proposal invalid.

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

5. TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, Provider's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.

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

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

8. ACCEPTANCE AND REJECTION: CHCCS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Provider, to accept any item in the proposal.

9. AWARD OF CONTRACT: Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to CHCCS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of

the Providers; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by CHCCS to be pertinent or peculiar to the services in question. CHCCS also reserves the right to reject any and all proposals.

10. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, CHCCS 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.

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

12. AWARD PROCEDURES: Contract award notice shall be posted on CHCCS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

13. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina’s resident Providers. The “Principal Place of Business” is defined as the principal place from which the trade or business of the Provider is directed or managed.

14. DEFAULT AND PERFORMANCE BOND: In case of default by the Provider, CHCCS may procure the articles or services from other sources and hold the Provider responsible for any excess cost occasioned thereby. CHCCS reserves the right to require performance bond or other acceptable alternative guarantees from successful Provider without expense to CHCCS.

15. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the Provider to notify in writing CHCCS, indicating the specific regulation which required such alterations. CHCCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. TAXES: Any applicable taxes shall be invoiced as a separate item.

17. SITUS: The place of this contract, its situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

18. GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.

19. INSPECTION AT PROVIDER'S SITE: CHCCS reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of a prospective Provider prior to contract award, and during the contract term as necessary for CHCCS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

20. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card (ACH) and it shall be accepted by the Provider for payment if the Provider accepts that card (Visa, Mastercard, etc.) from other customers.

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

22. ASSIGNMENT: No assignment of the Provider's obligations nor the Provider's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the Provider, CHCCS may: a. Forward the Provider's payment check directly to any person or entity designated by the Provider, and b. Include any person or entity designated by Provider as a joint payee on the Provider's payment check. In no event shall such approval and action obligate CHCCS to anyone other than the Provider and the Provider shall remain responsible for fulfillment of all contract obligations.

23. INSURANCE:

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

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

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

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to CHCCS shall be filed with CHCCS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to CHCCS, and that the Chapel Hill-Carrboro City Schools Board of Education is listed as additional insured on general liability.

The successful Provider agrees to hold harmless and indemnify the Chapel Hill-Carrboro City Schools Board of Education for any liability that may arise from the negligent or illegal acts of the Provider's employees or agents.

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

25. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS: The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the state Sex Offender and Public Protection Registration Program, the state Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing

services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. CHCCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if CHCCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

26. ACCESS TO PERSONS AND RECORDS: CHCCS and its internal auditors shall have access to persons and records as a result of this contract.

Provider shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

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

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

29. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

30. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if Provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Provider shall reimburse the School System

for any for any costs and expenses incurred by the School System resulting from the Provider's default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

31. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider for all services performed and accepted as of the date of termination.

32. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information. Provider agrees that it shall not sell or use for any other purpose any data or information derived from, related to, or obtained in connection with the services provided under this contract.

33. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Chapel Hill Carrboro City Schools Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

EXECUTION

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign proposal prior to submittal may render bid invalid.
Late proposals are not acceptable.**

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	