

Request for Proposal (RFP) 6-12 English Language Arts (ELA) Curriculum Adoption Cumberland County Schools

| A. | | |
|--|--|--|
| * - | CUMBERLAND COUNTY SCHOOLS | |
| | Request for Proposals | |
| | Academic Services | |
| CUMBERLAND | 2465 Gillespie Street | |
| COUNTY SCHOOLS | Fayetteville, NC 28306 | |
| Refer all inquiries to Craig Wilson | Item: 2- Year English Language Arts (ELA) Curriculum Adoption (Grades 6-12) | |
| Email: craigwilson@ccs.k12.nc.us | Bid Number: 173-25020 | |
| (See Bid Questions on page 4.) | Source of Funds: Budgeted Funds and Federal | |
| | Grants | |
| DUE DATE FOR PROPOSAL: 2:00 pm (ET) February 4, 2025 | | |

A1. Notice to Bidders

The Cumberland County Board of Education/Cumberland County Schools (CCS) Academic Services department is requesting sealed bid proposals for the provision of new 6-12 core instructional materials in English Language Arts (ELA) that will support the district's academic goals, align with state standards, and engage students in rigorous, meaningful language and literacy learning. Interested bidders are invited to submit a written proposal.

A2. Execution:

In compliance with this Request 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 bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (GS. 143-54)

Late submissions will not be accepted.

| BIDDER: | Federal Tax ID or Social Security No: | |
|---|---------------------------------------|-------|
| Street Address: | PO Box: | |
| City, State, Zip: | Telephone No: Fax No: | |
| Type or Print Name & Title of Person Signing: | | Date: |
| Authorized Signature: E-Mail: | | |

Request for Proposal (RFP) ELA Curriculum Materials for Cumberland County Schools

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Dear Vendor:

Cumberland County Schools invites you to submit your proposal to provide our district with 6-12 core instructional materials in English Language Arts (ELA) that will support the district's academic goals, align with state standards, and engage students in rigorous, meaningful language and literacy learning for the 2024-2025 and 2025-2026 school years. The instructional materials should meet the needs of all learners, including those with special needs, English language learners, and those who require enrichment opportunities. The selected materials must be comprehensive, research-based, and user-friendly for teachers and students alike.

It is the purpose of this Request for Proposal (RFP) to

Identify and select a company(s) to provide 6-12 core instructional materials in ELA for Cumberland County Schools. CCS will consider multiple curriculum material products for different grade spans (6-8, HS) and courses for standard alignment and to best meet the needs of students.

Proposals submitted shall be evaluated by a committee that includes district instructional leadership, district and school-based administrators, and teachers. Complete information can be found in the Request For Proposal.

- The RFP post date is January 17, 2025.
- All questions and inquiries should be emailed to <u>craigwilson@ccs.k12.nc.us</u> and are due by January 24, at 12:00 pm.
- District responses to questions will be available January 28, 2025 by 5:00 pm.
- Written proposals should be mailed and must be received by February 4, 2025, at 2:00 pm.
- Finalists must send sample materials to eleven designated sites by March 3, 2025.
- Finalist presentations and sample PD are scheduled for March 18, 2025.

Please see the attached RFP for all information, instructions, and requirements. We look forward to reviewing your proposal.

Academic Services Cumberland County Schools



I. Invitation to Submit Proposal

Cumberland County School's district requests the submission of technical and cost proposals from all interested parties. Submission must be by hardcopy only. Proposals shall be submitted as a **"sealed bid."** You must provide 8 copies of your proposal and mail the proposal packet to **810 Gillespie Street**, **Fayetteville**, **NC 28306**.

Proposals will be accepted from vendors that will provide highly effective core instructional materials in ELA for grades 6-12. Submitted proposals shall be evaluated by a committee that includes district executive and superintendent leadership, district and school-based administrators, and teachers. Complete information can be found in the Request For Proposal.

<u>Bid Questions</u>: Upon review of the RFP document, bidders may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the questions process, bidders shall submit any such questions via email to <u>craigwilson@ccs.k12.nc.us</u> and by January 24, at 12:00 pm.

<u>Mailing Instructions</u>: Submit eight (8) fully executed bid documents in a sealed envelope, marked with the CCS bid number on the outside of the envelope, by the instructions below. If a bidder is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, the bidder is asked to please include separate sealed bids in the same outer package.

DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION OF YOUR BID. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

| Delivered By US Postal Service, FedEx, UPS, or other courier services | Hand Delivered | |
|---|---------------------------|--|
| Attn: Susan Riddle | Attn: Susan Riddle | |
| Purchasing Bid: 173-25020 | Purchasing 173-25020 | |
| Cumberland County Schools | Cumberland County Schools | |
| 810 Gillespie Street | Finance | |
| Fayetteville NC 28306 | 2491 Gillespie Street | |
| (910) 678-2381 | Fayetteville NC 28306 | |
| IMPORTANT: The Bid Number from page 1 must be shown on the outside of the envelope. | | |

II. Bid Opening

Sealed bids are due by the date and time stated on page 1 at which time the bids shall be opened and the names of the bidders read aloud. A bid tabulation will be provided to all bidders after the bids have been evaluated.

III. Introduction

Cumberland County Schools is the 5th largest school district in NC with a total student enrollment of 49,183 (22,308 elementary, 10,936 middle, and 14,983 high). The district is the 2nd largest employer in Cumberland County behind the military with a total of 86 schools - 50 elementary, 17 middle, 17 high, and 2 virtual schools.

Currently, 70 of the district's 86 schools (81%), are Community Eligibility Provision schools. Student demographics based on race/ethnicity are: 46.27% Black, 23.94% White, 16.61% Hispanic, 1.98% Asian,

1.26% Native American, 0.47% Hawaiian/Pacific, and 9.47% two or more races. Due to the district's location by Fort Liberty, 14,375 (28%) of our students are militarily connected, and we have 118 native languages spoken, with the most spoken languages being Spanish, Arabic and Haitian Creole. We have 7,133 (14.5%) students who receive EC Services, and 5,099 (10.37%) are enrolled in AIG Programs. The overall CTE credentials earned are 16,058. There were approximately 3,467 total graduates in 2023.

Through CCS's Strategic Plan, all are committed to ensuring a safe, positive, and rigorous learning environment to prepare lifelong learners to reach their maximum potential. Our district has great schools, dedicated teachers, committed parents, and supportive community partners to help each child achieve success in the classroom and beyond. Essential elements of quality instruction include but are not limited to, implementation of the district curriculum, teaching to the standards, utilizing effective methods of delivery, providing rigorous content, assessing, re-teaching, and providing expanded opportunities in the learning process. It is important to provide students with multiple avenues to accelerate academically.

IV. <u>Purpose</u>

The objective of this Request for Proposal (RFP) is to contract with a qualified proposer that will provide new 6-12 core instructional materials in ELA that will support the district's academic goals, align with state standards, and engage students in rigorous, meaningful language and literacy learning. The instructional materials should meet the needs of all learners, including those with special needs, English language learners, and those who require enrichment opportunities. The selected materials must be comprehensive, research-based, and user-friendly for teachers and students alike.

The selected materials should include:

- A comprehensive curriculum aligned with the North Carolina K-12 English Language Arts (ELA) Standards for grades 6-12.
- Professional development for educators to ensure successful implementation and integration of materials.
- Materials that build knowledge through integrated reading, writing, speaking, listening, and language across content areas.
- Digital and/or physical resources that support in-class instruction, differentiation, and student engagement.
- Teacher and student assessments that track student progress and help inform instructional decisions.

Cumberland County Schools through the Office of Academics is soliciting competitive written proposals from qualified vendors. Materials must address measures outlined in the RFP proposal to meet our district's needs. CCS will procure a vendor to meet all of the requirements and best serve our district's strategic vision and mission.

V. <u>Requirements of Proposal Response</u>

Vendors interested in submitting proposals must include the following information:

- 1. **Cover Letter** A brief introduction to the vendor and their product, along with a statement of interest in the project.
- 2. **Product Overview** A summary of the proposed instructional materials, including, but not limited to:

- a. A description of the research and pedagogical approach that underpins your curriculum.
- b. The extent to which your curriculum can be adapted to meet the unique needs of our school district, including English Language Learners, students with disabilities, and academically and intellectually gifted students.
- c. How the curriculum supports a Multi-Tiered System of Supports (MTSS).
- d. How your curriculum integrates technology to enhance the learning experience.
- e. The data collection and reporting capabilities of your curriculum.
- f. How your curriculum supports our Dual Language Immersion programs. We currently have two elementary and two middle schools with Spanish Immersion programs and one elementary and one middle school with Mandarin Chinese programs.
- 3. **Detailed Response to Criteria** A detailed response that addresses how the materials meet the review criteria outlined below (Attachment C beginning on page 10). Vendors should also provide specific examples from their materials to demonstrate how they meet the standards.
- 4. **Sample Materials** Vendors must provide samples of materials for review, including teacher guides, student materials, assessments, and other ancillary materials. Access to digital components, if applicable, should also be included. Any shipping labels must contain the vendor name and bid number.
- 5. **Pricing Information** A complete breakdown of pricing, including any subscription costs for digital materials, cost of print materials, and professional development services.
- 6. **Professional Development Plan** A description of the professional development opportunities provided for teachers and instructional leaders, including formats, timelines, and costs.
- 7. **Implementation Timeline** A detailed timeline for the implementation of the materials, including any necessary training and support.
- 8. **References** Contact information for at least three school districts or educational organizations that have used the proposed materials.

The evaluation of proposals will be based on the following process:

- Step 1: Review and Scoring of Proposals: A team of educators and instructional leaders from Cumberland County Schools will review and rate each proposal based using the VENDOR SCORECARD (Attachment D on page 21).
- Step 2: Vendor Presentations and Materials Reviews: Based on the VENDOR SCORECARD results, vendors may be invited to present their products in person to a committee of reviewers on March 18. Presentations will be recorded and shared with other educators, as well. Additionally, these vendors would be required to submit samples of materials from all grade levels to eleven locations throughout the district. Materials will be reviewed and scored by stakeholders, including district leaders, instructional coaches, teachers, and administrators, using the INSTRUCTIONAL MATERIALS REVIEW CRITERIA (Attachment C below)..
- **Step 3: Final Decision:** The final decision will be based on the product's alignment with the district's needs, the effectiveness of the materials, cost, and vendor reputation.

A. OFFICIAL BID PRICE SHEET

All payments to the contractor are dependent upon and subject to the availability of funds to Cumberland County Schools (CCS) for the purpose outlined in this agreement. No goods or services should be shipped or provided prior to issuance of an official purchase order to the vendor/contractor by CCS. CCS is NOT

exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.

Please provide the following in your price bid. Indicate your cost structure and price proposal:

- 1. Vendor's Price Proposal
- 2. Any add-ons (not part of the base system) should be included, identified/described, including whether they are required.
- 3. Any add-on 3rd party products or license fees should be included and identified/described, including whether they are required.
- 4. Training, support, or implementation costs should be included and identified and described, including whether they are required.

For each of the above, you must provide and include the cost for the first year and all subsequent years of the Term of the Contract.

B. ATTACHMENT: REFERENCES

Vendors shall provide at least three (3) references, for similar size and scope projects, for which comparable services and supplies have been provided.

Reference #1:

| Name of School District | Contact Person Name | |
|---|----------------------|--|
| School District Size (Number of Students) | Contact Person Title | |
| Annual Contract Value | Contact Person Phone | |
| Contract Start Date | Contact Person Email | |
| Contract End Date | | |

Reference #2:

| Name of School District | Contact Person Name | |
|---|----------------------|--|
| School District Size (Number of Students) | Contact Person Title | |
| Annual Contract Value | Contact Person Phone | |
| Contract Start Date | Contact Person Email | |
| Contract End Date | | |

Reference #3:

| Name of School District | Contact Person Name | |
|---|----------------------|--|
| School District Size (Number of Students) | Contact Person Title | |
| Annual Contract Value | Contact Person Phone | |
| Contract Start Date | Contact Person Email | |
| Contract End Date | | |

C. ATTACHMENT: VENDOR SCORECARD

| Factor | Rubric | Score / Notes | |
|--|---|---------------|--|
| High qualit | High quality instructional materials aligned to North Carolina Standards (40 points total) | | |
| Alignment to North Carolina Standards (10 points) | Score 9-10: The proposed materials are fully aligned with North Carolina State Standards across all relevant subject areas and grade levels. Clear correlations to standards are provided, with evidence of research or validation supporting the alignment. Score 6-8: The materials align with the standards in most areas, with some gaps or minor mismatches identified in the correlation to specific standards. Score 3-5: Some alignment is evident, but several key standards are not clearly addressed or the correlation is insufficiently detailed. Score 0-2: There is little to no evidence of alignment to North Carolina Standards. Many standards are not addressed in the proposal. | <u>/10</u> | |
| Evidence of positive impact on student performance (10 points) | Score 9-10: The materials include clear, documented evidence of effectiveness in improving student performance. Includes data, case studies, or research studies demonstrating measurable improvements. Score 6-8: There is some evidence of positive impact on student performance, but it is either not comprehensive or lacks sufficient detail. Score 3-5: Evidence is minimal or indirect, with no clear demonstration of impact on student achievement. Score 0-2: No evidence of effectiveness or impact on student performance is provided. | /10 | |
| Effectively differentiated materials (10 points) | Score 9-10: The proposal includes well-developed differentiation, including materials and lessons to support remediation, enrichment, English Language Learners, and students with IEPs. Score 6-8: The materials provide some differentiation, but they may not be comprehensive or fully tailored to all student needs. Score 3-5: Differentiated options are limited or not well-designed for a broad range of student needs. Score 0-2: No adequate differentiated materials are provided. | <u>/10</u> | |
| Variety of high-quality materials (10 points) | Score 9-10: The proposal offers a variety of materials that are high-quality, engaging for a diverse student population, and easy to navigate and use. Score 6-8: The proposal offers some variety, but one or more resources is ineffective, outdated, or difficult to navigate or use. | /10 | |

| | Score 3-5: The materials lack variety, or several resources are ineffective, outdated, or difficult to navigate or use. Score 0-2: The materials provide minimal variety, and some resources are either non-existent or poor in quality. |
|---|---|
| Vendor support fo | r comprehensive professional learning and program implementation (30 points total) |
| Comprehensive professional development plan for teachers (10 points) | Score 9-10: A clear, comprehensive professional development plan for teachers is provided, featuring |
| Comprehensive professional development plan for instructional leadership teams (10 points) | Score 9-10: A clear, comprehensive professional development plan for instructional leadership teams is provided, featuring school level implementation training and support. Strong alignment with district goals. Score 6-8: The plan is clear but may lack full detail or coordination. Some follow-up support is included, but may not be fully continuous or comprehensive. Score 3-5: The plan is vague or incomplete, with limited strategies and unclear follow-up support. Goals and outcomes may not be measurable or aligned with district priorities. Score 0-2: The plan is missing or lacks structure, with no clear goals, strategies, or ongoing support. |
| Clear plan for ongoing district-wide implementation support (10 points) | Score 9-10: A clear, comprehensive support plan is provided to support implementation, including professional development, follow-up assistance, troubleshooting, and district-wide coordination. Continuous access to help is offered for long-term success. Score 6-8: Support is offered but may not be sufficiently detailed, coordinated, or continuous. There may be gaps in access to support after the initial phase of implementation. Score 3-5: Limited or ad hoc support offered, with few follow-up resources or unclear channels for ongoing assistance. Score 0-2: No comprehensive plan for ongoing support is provided. |
| | Experience and qualifications of the company (10 points total) |

| Vendor Experience and Reputation (10 point) | Score 9-10: The vendor provides strong references from large school districts with similar needs, preferably in North Carolina, showing consistent success in implementation and service. The vendor is well-established, with a proven track record of success in educational publishing and service provision. Score 6-8: References are provided, though experience may be limited or varied in success. The vendor is moderately established with some reputation but lacks a fully proven track record. Score 3-5: The vendor has limited experience with similar districts, or references may not reflect the needs of a district like ours. The company lacks a solid reputation in the educational field. Score 0-2: No references or insufficient evidence of relevant experience. The vendor is unestablished or has a questionable reputation. | /10 |
|--|--|-------------|
| | Cost to Cumberland County Schools (20 points total) | |
| Competitive and appropriate cost for materials (10 points) | Score 9-10: The cost for materials is reasonable and competitive. It provides good value for the quantity and quality of the materials offered. Score 6-8: The cost is acceptable but may be slightly higher than other proposals, with limited justification for the price. Score 3-5: The cost is higher than expected with minimal justification or value for the price. Score 0-2: The cost is unreasonable or prohibitive for the district. | /10 |
| Competitive and appropriate cost for professional development and support (10 points) | Score 9-10: The costs associated with professional development and ongoing support are competitive and reasonable. The pricing is transparent, with clear breakdowns for training, resources, and follow-up support. Score 6-8: The costs for professional development and support are reasonable, but may be slightly higher than average with less clarity or justification. Score 3-5: The costs are above average, or the proposal lacks clarity regarding what is included in the price for professional development. Score 0-2: The costs for professional development and support are excessive or poorly justified. | <u>/ 10</u> |
| Total (100 points) | Comments: | / 100 |

D. ATTACHMENT: INSTRUCTIONAL MATERIALS REVIEW CRITERIA

| Criterion 1 | Description Rating (1-5) | |
|--------------------------------|--|-----------|
| Text Quality and Complexity | Texts are worthy of students' time and attention: texts are of quality and are rigorous, meeting the text complexity criteria for each grade. There are a variety of text types across content areas with diverse perspectives and voices. Materials support students' advancing toward independent reading. | 1 2 3 4 5 |

| What to Look For |
|--|
| 1a. Anchor texts are of high quality, worthy of careful reading, and consider a range of student interests. |
| 1b. Materials reflect the distribution of text types and genres required by the standards at each grade level. |
| 1c. Core/Anchor texts have the appropriate level of complexity for the grade. |
| 1d. Materials provide opportunities for students to engage in a range and volume of reading to support their independent reading at grade level by the end of the school year. |
| 1e. Materials include texts across content areas with diverse perspectives and voices. |

| Criterion 2 | Description | Rating (1-5) |
|---|--|--------------|
| Alignment to the Standards with Tasks and Questions Grounded in Evidence | Materials provide opportunities for rich and rigorous evidence-based discussions and writing about texts to build strong literacy skills. Materials are aligned with the North Carolina Standard Course of Study. | 1 2 3 4 5 |

What to Look For

2a. Materials are aligned with the North Carolina Standard Course of Study.

2b. Most questions, tasks, and assignments are text-specific and/or text-dependent, requiring students to engage with the text directly.

2c. Materials provide frequent opportunities and protocols for evidence-based discussions.

2d. Materials support students' listening and speaking about what they are reading and researching (including presentation opportunities) with relevant follow-up questions.

2e. Materials include a mix of on-demand and process writing (e.g., multiple drafts, revisions) and short, focused projects, incorporating digital resources where appropriate.

2f. Materials include frequent opportunities for evidence-based writing to support sophisticated analysis, argumentation, and synthesis.

2g Materials include explicit instruction of the grade-level grammar and usage standards, with opportunities for application in context.

2h. Materials include a cohesive, year-long plan for students to interact with and build key academic vocabulary in and across texts.

| Criterion 3 | Description | Rating (1-5) |
|--------------------|--|--------------|
| Building Knowledge | Materials build knowledge through integrated reading, writing, speaking, listening, and language across content areas. Materials incorporate a wide range of perspectives that reflect the diversity of our population. Materials use the elements of the science of reading to drive instruction. | 1 2 3 4 5 |

What to Look For

3a. Texts are organized around a cohesive topic(s)/theme(s) to build students' ability to read and comprehend complex texts independently and proficiently.

3b. Materials require students to analyze the key ideas, details, craft, and structure within individual texts as well as across multiple texts using coherently sequenced, high-quality questions and tasks.

3c. Culminating tasks require students to demonstrate their knowledge of a unit's topic(s)/ theme(s) through integrated literacy skills (e.g., a combination of reading, writing, speaking, listening).

3d. Materials include a cohesive, year-long plan for students to achieve grade-level writing proficiency by the end of the school year.

3e. Materials include a progression of focused research projects to encourage students to develop knowledge in a given area by confronting and analyzing different aspects of a topic using multiple texts and source materials.

| Criterion 4 | Description | Rating (1-5) |
|------------------|--|--------------|
| Teacher Supports | The program includes opportunities for teachers to effectively plan and utilize materials with integrity and to further develop their own understanding of the content. Ongoing robust professional development is available for instructional leadership | 1 2 3 4 5 |

| | teams and teachers. | |
|---|---|--------|
| | What to Look For | |
| | vide teacher guidance with useful annotations and suggestior student materials and ancillary materials to support students' nent. | |
| grade-level conce | ntain adult-level explanations and examples of the more comp epts and concepts beyond the current course so that teachers m knowledge of the subject. | |
| | lude standards correlation information that explains the role of context of the overall series. | of the |
| | ovide strategies for informing all stakeholders about the progr for how they can help support student progress and achievem | |
| • | ovide explanations of the instructional approaches of the prog n of the research-based strategies. | ram |
| 4f. Materials pro instructional acti | vide a comprehensive list of supplies needed to support vities. | |
| 4g. Ongoing rob leadership teams | ust professional development is available for instructional s and teachers. | |

| Criterion 5 | Description | Rating (1-5) |
|----------------------|--|--------------|
| Formative Assessment | • The program includes assessments for teachers to collect, interpret, and act on data about student progress towards the standards. | 1 2 3 4 5 |

5a. Assessment information is included in the materials to indicate which standards are assessed.

5b. Materials provide multiple and varied opportunities throughout the grade to determine students' learning and sufficient guidance to teachers for interpreting student performance and suggestions for follow-up.

5c. Materials include opportunities for students to demonstrate the full intent of grade-level/course-level standards and shifts across the series.

5d. Materials offer accommodations that allow students to demonstrate their knowledge and skills without changing the content of the assessment.

| Criterion 6 | Description | Rating (1-5) |
|------------------|---|--------------|
| Student Supports | • The program includes materials designed for each child's regular and active participation in grade-level content. | 1 2 3 4 5 |

What to Look For

6a. Materials provide strategies and supports for students in special populations to work with grade-level content and to meet or exceed grade-level standards.

6b. Materials regularly provide extensions to engage with literacy content and concepts at greater depth for students who read, write, speak, and/or listen above grade level.

6c. Materials provide varied approaches to learning tasks over time and variety in how students are expected to demonstrate their learning with opportunities for students to monitor their learning.

6d. Materials provide opportunities for teachers to use a variety of grouping and high-yield instructional strategies.

6e. Materials provide strategies and supports for students who read, write, and/or speak in a language other than English to meet or exceed grade-level standards.

6f. Materials provide a balance of images or information about people, representing various demographic and physical characteristics.

6h. Materials provide a range of representation of people and include detailed instructions and support for educators to effectively incorporate and draw upon students' different cultural, social, and community backgrounds to enrich learning experiences.

| Criterion 7 | Description | Rating (1-5) |
|--------------------|---|--------------|
| Intentional Design | • The program is user-friendly, includes a design that is engaging, and references or integrates digital technology, when applicable, with guidance for teachers. | 1 2 3 4 5 |

What to Look For

7a. Materials integrate technology such as interactive tools, virtual manipulatives/objects, and/ or dynamic software in ways that engage students in the grade-level/series standards, when applicable.

7b. Materials include or reference digital technology that provides opportunities for teachers and/or students to collaborate with each other, when applicable.

7c. The visual design (whether in print or digital) supports students in engaging thoughtfully with the subject, and is neither distracting nor chaotic.

7d. Materials provide teacher guidance for the use of embedded technology to support and enhance student learning, when applicable.

7e. Materials are clear and easy to navigate for students and teachers.

7f. Materials are available in a variety of formats that are high-quality and engaging for a diverse student population.

7g. Materials facilitate a smooth and seamless transition between digital and print formats, when applicable.

VI. Conditions and Terms

With proposal submission, bidder provides a cost overview. This is an estimate and not a guarantee of the total contract. Should it become necessary, CCS reserves the right to reduce or increase the number of materials or licenses, based on population and budgetary changes. It should be understood that CCS is not limited to the initial needs and the number of users in any given year. Please note that selection of the bidder is not solely based upon the lowest bid but accounts for the bid that best meets the needs of Cumberland County Schools.

CCS reserves the right to award to multiple bidders if such shall be considered by CCS to be most advantageous or to constitute its best interest.

VII. Required Credentials

Bidder must provide detailed information about their credentials to include:

- Licensing status with the state of North Carolina and Board of Education
- Experience providing similar services for K-12 students and school districts
- Utilization of background checks for staff handling student data
- Biographical information for bidder/company and leadership team including credentials and experience implementing large-scale curriculum materials.

Bidder authorizes CCS under N.C.G.S. §115-332 to conduct a background investigation and authorizes the release of information in connection with the same.

VIII. Invitation to Submit Proposal

Cumberland County School District requests the submission of technical and cost proposals from all interested parties. Proposals will be accepted for a districtwide instructional materials adoption that provides and meets all of the required expectations adheres to the needs of CCS for all students, schools, and the district. Proposals submitted shall be evaluated by a committee that includes district associate superintendents, executive district instructional leadership, district, and school-based administrators, and teachers. All proposals must adhere to the sealed bid to be considered.

IX. Insurance:

Bidder must provide evidence of insurance for the following coverage and limits. Coverage shall be at least as broad as

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of North Carolina, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Sexual Abuse and Molestation Liability: Limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If claims are made, retro dates should be provided.

Cumberland County BOE should be listed as additional insured under the General Liability, Professional Liability, and Sexual Abuse and Molestation Liability policies.

X. FEDERAL UNIFORM GUIDANCE

This purchase contract will be funded with Federal grants and as such shall be subject to the following additional provisions.

a.) Legal/Contractual/Administrative Remedies for Breach of Contract – For contracts in excess of the simplified acquisition threshold (SAT), currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable Code of Federal Regulations (C.F.R.) and other regulations, such as 2 C.F.R. Part 200, Cumberland County Schools (CCS) will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

b.) Termination for Cause or Convenience – Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

1. The parties may mutually terminate this Contract by written agreement at any time.

2. CCS may terminate this Contract, in whole or in part, pursuant to Paragraph 21, or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

i. Termination for Cause: In the event any goods or service furnished by the Vendor during

performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to CCS for damages sustained by CCS arising from Vendor's breach of this Contract; and CCS may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii. Termination for Convenience Without Cause: CCS may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the CCS, CCS will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

c.) Debarment and Suspension (Executive Orders 12549 and 12689) – Contractor certifies that during the term of an award for all contracts by Cumberland County Schools (CCS) resulting from this procurement process, the contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

d.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – For an award exceeding \$100,000, the contractor certifies that during the term and after the awarded term of an award for all contracts by the CCS resulting from this procurement process, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

e.) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

f.) Procurement of Recovered Materials – The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

g.) Access to Records – The contractor agrees to provide the Cumberland County Board of Education / Cumberland County Schools, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, excerpts, and transcriptions. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.\

h.) Domestic Preference for Procurements - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

i.) DHS Seal, Logo, and Flags – The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, XXV (2013).

j.) Compliance with Federal Law, Regulations, and Executive Orders – All parties to this Agreement acknowledge that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

k.) No Obligation by Federal Government – All parties to this Agreement acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

l.) Program Fraud and False or Fraudulent Statements or Related Acts – The Vendor/Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor's actions pertaining to this contract.

The Federal government is not a party to this contract.

XI. GENERAL CONTRACT TERMS AND CONDITIONS

- 1. <u>Availability of Funds</u>: Any and all payments to the contractor are dependent upon and subject to the availability of funds to Cumberland County Schools (CCS) for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of an official Purchase Order to the vendor/contractor by CCS.
- <u>Taxes</u>: CCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item. By execution of the bid document, the vendor certifies that it and all of its affiliates, (if it has affiliates); collect the appropriate taxes.
- **3.** <u>Situs</u>: The place of this contract, its situs, and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 4. <u>Governing Laws</u>: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 5. <u>Inspection at Contractor's Site</u>: CCS reserves the right to inspect, at a reasonable time, the equipment/item, plant, or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for CCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
- 6. <u>Payment Terms</u>: Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

- **7.** <u>Affirmative Action</u>: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
- 8. <u>Standards</u>: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification markings of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas-operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 9. <u>Condition and Packaging</u>: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in the first-class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
- **10.** <u>Patent</u>: The contractor shall hold and save the CCS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device, or appliance manufactured or used in the performance of this contract, including use by the government.
- **11.** <u>Assignment</u>: No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, CCS may:
 - **a.** Forward the contractor's payment check directly to any person or entity designated by the contractor and;
 - **b.** Include any person or entity designated by the contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the Cumberland County Board of Education / Cumberland County Schools to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

- 12. <u>Iran Divestment Act and Divestment from Companies Boycotting Israel</u>: No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment, or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
- **13.** <u>Lunsford Act</u>: Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall ensure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as

a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

- **14.** <u>E-verify</u>: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- **15.** <u>Policy Compliance</u>: Contractor, its subcontractors, and suppliers shall comply with all Board policies relating to visitors in the schools while engaged in the Work.
- 16. <u>Electronic Procurement</u>: (Applies to all contracts that include e-procurement and are identified as such in the body of the solicitation document): The successful bidder(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the statewide E-Procurement service.

| Date | Action Steps |
|-------------------|---|
| January 17, 2025 | RFP posted to the district website and sent to identified vendors. Proposals must be mailed. See above for mailing details. |
| January 24, 2025 | All inquiries regarding the RFP are due by 12:00 pm via email to Craig Wilson. |
| January 28, 2025 | All district responses to questions will be available by 5:00 pm . |
| February 4, 2025 | Written proposals are due by 2:00 PM . |
| February 21, 2025 | Finalists are notified after receipt by February 21, 2025 and may be invited to present materials and samples to a review committee. |
| March 3, 2025 | Sample materials for every grade level, including student and teacher editions, assessments, manipulatives, and any additional ancillary materials, must be received at eleven identified locations from finalists. |
| March 18, 2025 | Finalist Presentations - Selected finalists are requested to complete an in-person presentation as part of the finalist selection. We would like to see not only the print and digital materials but how the professional development would be presented to teachers. |

XII. <u>Timeline</u>