



**Request for Proposal (RFP)**  
**Automated Attendance Intervention Solution**  
**Cumberland County Schools**

1

|                                                                                                                          |                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <br><b>CUMBERLAND</b><br>COUNTY SCHOOLS | Name of School/Department<br>Student Support Services                                                              |
| Refer all inquiries in writing to<br>Email: natashascott@ccs.k12.nc.us<br>(See Bid Questions on page 4.)                 | <b>Item: Automated Attendance Intervention Solution</b><br>RFP Number: 173-27001<br>Source of Funds: Federal Funds |
| <b>DUE DATE FOR PROPOSAL: 2:00 pm (ET) August 4, 2026</b>                                                                |                                                                                                                    |

**A1. Notice to Bidders**

Cumberland County Schools (CCS) is seeking proposals from qualified vendors to provide a comprehensive Family Engagement, Attendance Improvement, and Communications Platform that strengthens school-home partnerships, improves student attendance outcomes, reduces chronic absenteeism, and increases meaningful engagement between families and schools. The district desires a solution that combines communication tools, attendance intervention services, data analytics, and automated engagement strategies into a single, integrated platform. The selected vendor shall provide a scalable system capable of supporting districtwide implementation while reducing administrative workload and increasing the effectiveness of outreach efforts.

**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)

|                                                                                                                                                                      |                                       |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------|
| <b>Failure to complete and sign this section before submittal shall render the proposal invalid, and it WILL BE REJECTED. Late submissions will not be accepted.</b> |                                       |         |
| 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)**  
**Comprehensive Attendance Improvement, Family Engagement, and Communication Platform for**  
**Cumberland County Schools**

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### A3

Dear Vendor:

Cumberland County Schools invites you to submit a proposal to provide a comprehensive Attendance Improvement, Family Engagement, and Communication Platform that supports district-wide efforts to increase student attendance, reduce chronic absenteeism, strengthen family-school partnerships, and improve communication with students and families. The District seeks a solution that combines attendance intervention services, automated attendance engagement campaigns, family communication tools, multilingual communication capabilities, and attendance analytics into a unified platform. The selected vendor will provide implementation services, high-quality in-person and on-demand professional development, and ongoing support to ensure successful adoption and sustainability across the district.

Vendors must demonstrate success in supporting attendance improvement and family engagement initiatives in large, diverse school districts and provide seamless integration with Cumberland County Schools' existing Student Information System (SIS). Implementation, training, and ongoing support will begin during the 2026–2027 school year. Preference will be given to proposals that meet the specifications outlined in this RFP and offer a one-year contract with options for annual renewal.

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

**Identify and select a qualified company to provide a comprehensive Attendance Improvement, Family Engagement, and Communication Platform that supports district and school-based staff in improving attendance outcomes, reducing chronic absenteeism, strengthening family engagement, and enhancing communication effectiveness across Cumberland County Schools.**

Proposals submitted shall be evaluated by a committee that includes district executive and superintendent leadership, district and school-based administrators, and school social workers. Complete information can be found in the Request For Proposal. The timeline for this RFP is as follows:

- **July 7, 2026: RFP Post Date**
- **July 14, 2026, at 12:00 pm:** All written questions should be emailed to Dr. Natasha Scott at [natashascott@ccs.k12.nc.us](mailto:natashascott@ccs.k12.nc.us).
- **July 16, 2026:** District responses to questions will be made available in the form of an addendum.
- **August 4, 2026, by 2:00 pm:** All proposals must be received.
- **Sept. 10, 2026:** Notice of award (tentative)

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

Student Support Services  
Cumberland County Schools



### **I. Invitation to Submit Proposal**

Cumberland County Schools district requests the submission of a project with cost proposals from all interested parties. Colleges/universities are encouraged to participate as well. Submission must be by hardcopy only. Proposals shall be submitted as a “**sealed bid.**” You must provide ten (10) copies of your proposal and mail the proposal packet to 2491 Gillespie Street, Fayetteville, NC 28306, or hand deliver it to Susan Riddle at 2491 Gillespie Street, Fayetteville, NC 28306.

Proposals will be accepted from companies that provide a comprehensive attendance improvement, family engagement, and communication platform designed to improve student attendance, reduce chronic absenteeism, and strengthen family-school partnerships across Cumberland County Schools.

Submitted proposals shall be evaluated by a committee that includes district and school-based leaders and teachers. Complete information can be found in the Request For Proposal.

**Bid Questions:** 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 question process, bidders shall submit any such questions in writing only to Dr. Natasha Scott - natashascott@ccs.k12.nc.us - by **July 14, 2026, at 12:00 pm. ET.**

**Mailing Instructions:** Submit **ten (10)** 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 submits more than one bid, each bid shall be submitted in a separate sealed envelope and marked accordingly. **For delivery purposes, the bidder is asked to please include separate sealed bids in the same outer package.**

**DO NOT SUBMIT LESS THAN TEN (10) PAPER COPIES OF YOUR BID.**

**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.

| <b>Delivered by US Postal Service, FedEx, UPS, or other courier services</b>                                                                        | <b>Hand Delivered</b>                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Attn: Susan Riddle</b><br><b>RFP 173-27001</b><br>Cumberland County Schools<br>Finance Building<br>810 Gillespie Street<br>Fayetteville NC 28306 | <b>Attn: Susan Riddle</b><br><b>RFP 173-27001</b><br><b>Cumberland County Schools</b><br><b>Finance Building</b><br>2491 Gillespie Street<br>Fayetteville NC 28306 |
| <b>IMPORTANT: The Bid Number from page 1 must be shown on the outside of the envelope.</b>                                                          |                                                                                                                                                                    |

### **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**

With nearly 50,000 students, Cumberland County Schools (CCS) is the fifth largest school district in North Carolina, serving students across 85 schools, including elementary, middle, high, and virtual schools. Reflecting its proximity to Fort Bragg, more than one-quarter of CCS students are military-connected, and the district serves a highly diverse student population representing more than 100 native languages.

Consistent student attendance is one of the strongest predictors of academic success, graduation, and postsecondary readiness. Cumberland County Schools is committed to reducing chronic absenteeism, increasing Average Daily Attendance (ADA), strengthening family engagement, and ensuring that all students have equitable access to educational opportunities. The district recognizes that attendance improvement requires a comprehensive approach that combines proactive communication, meaningful family engagement, timely interventions, and data-informed decision making.

To support these efforts, Cumberland County Schools seeks proposals from qualified vendors capable of providing a comprehensive Attendance Improvement, Family Engagement, and Communication Platform. The district desires a solution that combines attendance intervention services, automated family communication tools, positive attendance engagement campaigns, predictive analytics, and multilingual communication capabilities into a unified system. The selected partner should demonstrate success in helping school districts improve attendance outcomes while reducing the administrative burden associated with attendance management and family outreach.

### **IV. Purpose**

Cumberland County Schools (CCS) is seeking proposals from qualified vendors to provide a comprehensive Family Engagement, Attendance Improvement, and Communications Platform that strengthens school-home partnerships, improves student attendance outcomes, reduces chronic absenteeism, and increases meaningful engagement between families and schools. The district desires a solution that combines communication tools, attendance intervention services, data analytics, and automated engagement strategies into a single, integrated platform. The selected vendor shall provide a scalable system capable of supporting districtwide implementation while reducing administrative workload and increasing the effectiveness of outreach efforts.

### **V. Project Expectations**

Through this procurement, Cumberland County Schools seeks a solution that measurably improves attendance outcomes, reduces chronic absenteeism, increases family engagement, and strengthens communication between schools and families. The district expects the selected solution to provide evidence-based strategies that improve student success while reducing administrative burden. Successful implementation should result in improved attendance rates, stronger family-school partnerships, increased communication effectiveness, and greater access to actionable data that supports continuous improvement across the district.

## Data Integration

The platform must serve as an authoritative source by aggregating data from various district systems.

- SIS integration: Seamless nightly sync with Infinite Campus for rostering, demographics, attendance, and behavior incidents.
- Assessment Ingestion: Support automated nightly data ingestion with major assessment partners.
- Historical Data: Houses unlimited years of historical data to track student progress longitudinally.
- Automated Data Export: Support automated nightly SFTP exports of all platforms to a shared folder for district IT use with external platforms.

|                                                                                             |        |
|---------------------------------------------------------------------------------------------|--------|
| Students                                                                                    | 48,434 |
| District-level Staff                                                                        | 65     |
| School-level staff (principals, assistant principals, teachers, social workers, counselors) | 3989   |

## VI. Requirements of Proposal Response

| Platform Non-Negotiables            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included in Bid?<br>(Circle Answer) |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| General Requirements: Scope of Work |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |
|                                     | <p>A general description of the vendor's capabilities and capacities related to the development, production, and administration of a restorative practices program. The description shall also identify the:</p> <ul style="list-style-type: none"><li>• Number of employees in the company</li><li>• Company's location(s), including any presence in North Carolina.</li><li>• Overall capacity of the vendor's organization(s)</li><li>• Resources that it will commit to the work for the project (by name and role in the project) shall be provided.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes      No                         |
|                                     | The vendor should provide its proposed program and assumed scope of work for an implementation project based on other PreK-12 organizations that are demographically similar.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes      No                         |
|                                     | <p>For Staff (District-level &amp; school-level leaders and School Social Workers):</p> <ul style="list-style-type: none"><li>• Access Multi-Tiered Dashboards: Provide role-based, secure access to real-time attendance dashboards customized for district-level oversight, school-level administration, and individual student caseload tracking.</li><li>• Automate Tiered Intervention Workflows: Automatically trigger and queue early intervention actions (e.g., generating digital or mailable truancy letters, scheduling parent conferences, and flagging cases for SSW review) based on customizable district attendance thresholds and chronic absenteeism risk tiers.</li><li>• Streamline Communication &amp; Tracking: Allow school leaders and SSWs to send automated, multi-lingual text messages, emails, or voice notifications directly to families, while maintaining a permanent, time-stamped log of all communication attempts within the student's profile.</li><li>• Coordinate SSW Caseload Management: Equip School Social Workers with dedicated case management portals to document home visits, track barrier-to-attendance assessments, log notes, and monitor individual student progress over time.</li><li>• Generate Compliance &amp; Analytical Reporting: Enable district and school leaders to instantly generate aggregate or disaggregated reports (by school, grade, demographic</li></ul> | Yes      No                         |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                       | <p>group, or tier) to evaluate the efficacy of interventions, monitor compliance with state truancy laws, and allocate resources efficiently.</p> <ul style="list-style-type: none"> <li>Integrate Seamlessly with the SIS: Sync bidirectionally or regularly with the district's existing Student Information System (SIS) to ensure staff are always working with accurate, up-to-date roster and attendance data without manual duplication.</li> <li>Facilitate Cross-Functional Collaboration: Provide a secure platform for school-based attendance teams and SSWs to collaborate on specific student cases, assign tasks, and share updates on student intervention plans.</li> </ul> |        |
|                                       | The vendor shall describe a recommended approach for planning, designing, programming, and pre-load activities. The vendor must distinguish between the district's and vendor's responsibilities and describe the mechanisms and tools included in their solution that will be used to execute this program.                                                                                                                                                                                                                                                                                                                                                                                 | Yes No |
|                                       | Proposals should provide a clear explanation of how the vendor will deliver services and support, training, and coaching to staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes No |
|                                       | <p>Provide an overview of your platform services that include:</p> <ul style="list-style-type: none"> <li>Content areas</li> <li>Grade levels served</li> <li>Description of the materials or program that will be used</li> <li>Description of the level of engagement and interactivity</li> <li>Overall approach or method</li> </ul>                                                                                                                                                                                                                                                                                                                                                     | Yes No |
|                                       | <p>Confirm the service delivery model that will be employed</p> <ul style="list-style-type: none"> <li>Staff: In-person, virtual, and on-demand</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes No |
|                                       | Delineate underlying research findings to support the proposed tool and resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes No |
|                                       | Outline the projected costs of utilizing your organization's services for one year, with the possibility for renewal depending on the efficacy of the program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes No |
| <b>Family Outreach and Engagement</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |
|                                       | Describe how student parents/guardians will be informed in an automatic process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes No |
| <b>Ability to Scale</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |
|                                       | Please confirm your projected service capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes No |
|                                       | Capacity to support all included students and staff as outlined in the RFP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes No |
|                                       | Capacity to scale the project to encompass the entire district                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes No |
| <b>Timeline of Implementation</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |
|                                       | Respondent representative(s) shall, in a timely manner, work regularly with district/school personnel to answer all questions regarding the production of financial matters pertaining to the individual services required                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes No |
|                                       | The vendor is required to provide post-implementation support for the system. The support for the system will address post-implementation problem analysis and fixes, and technical support for general warehouse administration and maintenance.                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes No |

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |    |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
|                                                                     | A local and/or toll-free phone number(s), live chat, and/or email address(es) for CCS's access to the respondent's representative(s). Respondents shall respond to all requests/telephone calls to include personalized customer service and technical support.                                                                                                                                                                                                                                                                                                                                                                              | Yes | No |
|                                                                     | Staffing Model: Please state what type of staffing model will be utilized. Please state the expected skills, competencies, experience, and certifications or degrees of trainers and curriculum designers.                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes | No |
|                                                                     | <p>Training: Please detail your staff training model and commitments. Orientation provided to staff, pre-service training, ongoing training, content, and service hours</p> <ul style="list-style-type: none"> <li>The vendor will create a customized plan that includes timelines for professional learning and support that includes recommendations for the training of district, CCS principals, and school leaders, technical onboarding assistance, online job-embedded resources, and easy online access to support professionals.</li> </ul>                                                                                        | Yes | No |
| <b>Data (Dis)Aggregation, Analysis &amp; Reporting Capabilities</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |    |
|                                                                     | <p>Desired integrative data analysis and reporting components include:</p> <ul style="list-style-type: none"> <li>Automated data entry</li> <li>User interface that allows for quick and easy access to student, teacher, and school data</li> <li>Data disaggregation at district, school, teacher, and student levels</li> <li>Simple discernment of data trends at all levels and in a variety of forms to assist in the identification of student needs and potential inequities</li> <li>All data points necessary for deep data dives at a variety of levels, including district, school, classroom, and individual student</li> </ul> | Yes | No |
|                                                                     | Capabilities to disaggregate data according to CCS District Strategic Plan metrics are encouraged (i.e., percentage of students chronically absent).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes | No |
|                                                                     | Capabilities to disaggregate and generate multiple charts, graphs, exportable Excel spreadsheets/Google sheets, presentations, etc., are asked to obtain concrete forms of data.                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes | No |
|                                                                     | The reporting platform should provide the district with the ability to disaggregate data for underserved student groups (i.e., students with disabilities, EL, military-connected, etc) efficiently.                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes | No |
|                                                                     | The vendor will provide the ability to generate reports by specific periods and data sets-(monthly, a 3-year span, individual, grade level, school-specific, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes | No |
|                                                                     | The vendor displays the ability to flag data according to district and state baselines to determine proficiencies, deficiencies, and short and long-term goals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes | No |
|                                                                     | Particular attention will be paid to ease of use for classroom and building-level educators. In addition, it should be possible for the districts' technical staff to create read-only queries and reports for use throughout the district. The system must work in conjunction with CCS's Student Information System.                                                                                                                                                                                                                                                                                                                       | Yes | No |
| <b>Project Approach and Plan</b>                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |    |
|                                                                     | The proposer will be responsible for the development and maintenance of the project task plan and schedule, based on the approach, methodology, and tools used successfully by the proposer in previous engagements. The proposer will be responsible for regular reporting of progress against                                                                                                                                                                                                                                                                                                                                              | Yes | No |



|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                                     | the plan, recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes.                                                                                                                                                                                                                                                                                                                                  |        |
|                                                     | To minimize cost and reduce risk, the district believes it is important for the successful proposer to use their methodology, applying it to the particular needs of CCS. The “how” of the project should, therefore, be provided by the proposer, using a proven methodology, approach, and work plan that the proposer has used successfully in other comparable PreK-12 implementations.                                                                                                                                    | Yes No |
| <b>Knowledge Transfer</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |
|                                                     | Knowledge transfer is a continuous process designed to enable the district to properly support the operation and continuous improvement of the program without the support of external consultants. The proposer will be responsible for the development of a knowledge transfer plan for the project team. Through training, workshops, and mentoring relationships, the proposer will be responsible for educating the project team in the methodology, architecture, and design of the program, and maintenance techniques. | Yes No |
| <b>Technical Environment &amp; Data Requirement</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |
|                                                     | The proposed solution should be hosted and managed by the selected vendor and must be a web-based application. The proposal must provide a standard architectural framework for the network and hardware configuration. A diagram representing the major components and relationships of the solution, network capacity, considerations, and support of the proposed software components should be addressed.                                                                                                                  | Yes No |
|                                                     | The ad hoc analysis and reporting tools must support the development of an Early Warning System (EWS) that can be used to identify at-risk students based on threshold criteria established by the district. Thresholds must have the ability to roll up and be defined at various levels, including: by the school, subject area, grade level, user-defined group, and teacher.                                                                                                                                               | Yes No |
|                                                     | Extensive reporting capabilities are expected and should include tables, charts, graphs, dashboards, and briefing books. The user interface must be easy to use and intuitive.                                                                                                                                                                                                                                                                                                                                                 | Yes No |
|                                                     | Printer-friendly reports and query results from the data warehouse front-end business intelligence layer must be web-enabled (standard reports, ad-hoc reports, and role-based dashboards). Reporting outputs should support multiple output types – HTML, XML, PDF, CSV, etc., and provide compatibility with multiple browsers ( Safari, Edge, and Chrome Browser).                                                                                                                                                          | Yes No |
|                                                     | The district expects to be able to control access to data by stakeholder role. For example, a school administrator would be limited to information about students in his or her school(s).                                                                                                                                                                                                                                                                                                                                     | Yes No |
|                                                     | The proposal must itemize all standard reporting, including report descriptions and formats to be delivered. This will only include a list of standard reports as defined by the proposer based on their experience. These reports should be outlined in response to this requirement in a table that lists and defines each report to be delivered.                                                                                                                                                                           | Yes No |
|                                                     | The District requests that the proposer include in its response an approach for reviewing existing internal and external data sets and reporting requirements. Also, provide a recommended approach to migrating this data to the warehouse.                                                                                                                                                                                                                                                                                   | Yes No |
|                                                     | The proposer must address how the district will participate in this process and project how many district staff will be needed, and for what timeframe.                                                                                                                                                                                                                                                                                                                                                                        | Yes No |
|                                                     | The proposer will work with the district to develop an inventory of the data to be included in the warehouse, identifying the mapping of source to target for each data element, along with a                                                                                                                                                                                                                                                                                                                                  | Yes No |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                             | definition of each element and the frequency of update. Also, the proposer will develop a timeline for migration and update of the data during the project.                                                                                                                                                                                                                                                                                                             |        |
|                                             | Data standards are expressed as standard data definitions, code and value sets, business rules, and technical specifications. The district believes that adherence to existing data standards will increase data interoperability, portability, and comparability. The current quality assurance processes of the district are very time-consuming and labor-intensive.                                                                                                 | Yes No |
| <b>Data Integration Capabilities</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|                                             | The program must integrate data from the district Student Information System (SIS) and other 3rd party applications, state databases, and assessments used by the district.                                                                                                                                                                                                                                                                                             | Yes No |
| <b>Security and Security Administration</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|                                             | <p>The proposed solution will incorporate security features, which should include access controls, audit trails, etc.</p> <ul style="list-style-type: none"> <li>• The solution must support encryption for data transfers and should have a hierarchical role-based permission structure to manage who can view and make changes to data.</li> <li>• The proposed solution must allow remote access from outside the network without compromising security.</li> </ul> | Yes No |
|                                             | The proposer must provide an overview of the security controls provided in their solution, describe how their solution manages role-based security, and how this will be integrated into the proposed single sign-on solution of the district.                                                                                                                                                                                                                          | Yes No |
| <b>Technical Requirements</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|                                             | Minimum Technical System Requirements that meet the client computing device standards                                                                                                                                                                                                                                                                                                                                                                                   | Yes No |
| <b>Windows PC Standards</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|                                             | a. Operating System - Windows 11 Education                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes No |
|                                             | b. Processor - Intel i5 or better                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes No |
|                                             | c. RAM - 8GB                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes No |
|                                             | d. Storage - 128 GB SSD (HDDs larger than 100 GB)                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes No |
| <b>Chromebook Standards</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|                                             | The program must be fully compatible with district-used devices and should be in communication with our technology department on updates and changes.                                                                                                                                                                                                                                                                                                                   | Yes No |
|                                             | Capability with various devices ( Windows 11 laptops and Chromebooks, HP Thinkpad, HP Devices) and fully function through the Chrome browser.                                                                                                                                                                                                                                                                                                                           |        |
|                                             | a. Operating System - Chrome OS (version 140.x or higher)                                                                                                                                                                                                                                                                                                                                                                                                               | Yes No |
|                                             | b. Display – 11.6” Screen with 1024x768                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes No |
|                                             | c. Processor – 1.6 GHz Intel Celeron Processor or better                                                                                                                                                                                                                                                                                                                                                                                                                | Yes No |

|                                          |                                                                                                                                                                                                                                                                                             |     |    |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
|                                          | d. RAM – 4GB                                                                                                                                                                                                                                                                                | Yes | No |
|                                          | e. Storage – 16GB SSD                                                                                                                                                                                                                                                                       | Yes | No |
| <b>Enterprise Technical Requirements</b> |                                                                                                                                                                                                                                                                                             |     |    |
|                                          | a. Software/apps MUST NOT require Flash plugin                                                                                                                                                                                                                                              | Yes | No |
|                                          | b. HTML5                                                                                                                                                                                                                                                                                    | Yes | No |
|                                          | c. Software must be compatible with multiple browsers.<br><i>The system must be compatible with the following, but not limited to:</i>                                                                                                                                                      | Yes | No |
|                                          | Chrome                                                                                                                                                                                                                                                                                      | Yes | No |
|                                          | Safari                                                                                                                                                                                                                                                                                      | Yes | No |
|                                          | Microsoft Edge                                                                                                                                                                                                                                                                              | Yes | No |
|                                          | d. Software enterprise solution shall be externally hosted and managed by the vendor                                                                                                                                                                                                        | Yes | No |
|                                          | e. Hosting is within the Continental United States of America                                                                                                                                                                                                                               | Yes | No |
| <b>Data Integration</b>                  |                                                                                                                                                                                                                                                                                             |     |    |
|                                          | a. The vendor will support the initial and ongoing data migration process.                                                                                                                                                                                                                  | Yes | No |
|                                          | b. The vendor must appoint a data custodian to protect student and teacher confidentiality and security.                                                                                                                                                                                    | Yes | No |
|                                          | c. In the event of a data breach, the vendor's data custodian shall report the incident to CCS no less than one (1) business day after the provider learns of such use or disclosure.                                                                                                       | Yes | No |
|                                          | d. The vendor must have an individual who is authorized to execute contracts sign our Data Security Agreements (DSA) (included in Attachments G and H).                                                                                                                                     | Yes | No |
|                                          | e. The vendor will supply an SFTP system for data exchanges, including but not limited to ingesting and exporting data.                                                                                                                                                                     | Yes | No |
|                                          | f. The solution should have Learning Tools Interoperability (LTI) capabilities.                                                                                                                                                                                                             | Yes | No |
|                                          | g. SAML version 2.0 for Single Sign-On (SSO) compatibility. Cumberland County Schools uses and prefers that the vendor integrate for data automation and rostering with the NC Ed Cloud, RapidIdentity by Identity Automation for SSO for teachers, administrators, and district personnel. | Yes | No |
| <b>Service Level Agreement (SLA)</b>     |                                                                                                                                                                                                                                                                                             |     |    |
|                                          | a. The solution's environment must be Family Education Rights and Privacy Act (FERPA) compliant.                                                                                                                                                                                            | Yes | No |
|                                          | b. CCS requires that all data collected, analyzed, and/or disseminated by the solution remain the sole property of and for the exclusive use of Cumberland County Schools.                                                                                                                  | Yes | No |

|                       |                                                                                                                                                                                                                                                                                                   |     |    |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
|                       | c. The vendor will monitor the platform's performance and uptime. Reporting to the district-level staff of any outages.                                                                                                                                                                           | Yes | No |
|                       | d. The SLA must include consequences for not meeting service level obligations (such as credit, reimbursement, or termination of contract).                                                                                                                                                       | Yes | No |
|                       | e. The vendor must include a Disaster Recovery plan.                                                                                                                                                                                                                                              | Yes | No |
| <b>User Interface</b> |                                                                                                                                                                                                                                                                                                   |     |    |
|                       | a. The system provides easy and intuitive navigation for CCS district staff, administrators, and teachers.                                                                                                                                                                                        | Yes | No |
|                       | b. Accessibility: <ul style="list-style-type: none"> <li>• Supports ADA compliance guidelines for websites and content</li> <li>• UI colors, color contrast, background colors,</li> <li>• Typography: Font size, font weight, and the spacing between letters, words, and paragraphs.</li> </ul> | Yes | No |

#### **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 the 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-on modules (not part of the base system) should be included, identified/described, including whether they are required.
3. Examples include reporting modules, online modules, etc.
4. Any add-on 3rd-party products or license fees should be included and identified/described, including whether they are required.
5. Examples include, but are not limited to, database software, report development software, etc.
6. Training, support, or implementation costs should be included, identified, and described, including whether they are required.

**B. ATTACHMENT: REFERENCES**

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

**Reference #1:**

|                            |                                            |
|----------------------------|--------------------------------------------|
| Name of School District:   | School District Size (Number of Students): |
| Contact Person Name:       | Contact Person Telephone Number:           |
| Contact Person Title:      | Contact Person Email Address:              |
| Length of Time of Project: | Annual Contract Value:                     |
| Contract Start Date:       | Contract End Date:                         |

**Reference #2:**

|                            |                                            |
|----------------------------|--------------------------------------------|
| Name of School District:   | School District Size (Number of Students): |
| Contact Person Name:       | Contact Person Telephone Number:           |
| Contact Person Title:      | Contact Person Email Address:              |
| Length of Time of Project: | Annual Contract Value:                     |
| Contract Start Date:       | Contract End Date:                         |

**Reference #3:**

|                            |                                            |
|----------------------------|--------------------------------------------|
| Name of School District:   | School District Size (Number of Students): |
| Contact Person Name:       | Contact Person Telephone Number:           |
| Contact Person Title:      | Contact Person Email Address:              |
| Length of Time of Project: | Annual Contract Value:                     |
| Contract Start Date:       | Contract End Date:                         |

**C. ATTACHMENT: RUBRIC FOR EVALUATION**

All proposals submitted in response to this RFP will be evaluated based on the following criteria. The contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the district, considering demonstrated qualifications, approach, cost, and alignment with district priorities.

**a. Attendance Improvement & Intervention Services (30 Points)**

- Attendance Intervention Framework: Demonstrated ability to provide a comprehensive attendance intervention system that supports proactive and responsive interventions, attendance recovery efforts, and chronic absenteeism reduction.
- Automated Attendance Campaigns: Quality and effectiveness of attendance engagement campaigns designed to promote positive attendance habits, recognize improvement, and prevent chronic absenteeism.
- Early Warning Systems: Ability to identify students at risk for attendance concerns through predictive analytics, attendance monitoring, and intervention triggers.
- Evidence of Success: Demonstrated results in improving attendance outcomes and reducing chronic absenteeism in comparable school districts.

**b. Family Engagement & Communication Capabilities (25 Points)**

- Multi-Channel Communication: Ability to provide effective communication through text messaging, email, voice communication, mobile applications, and other communication channels.
- Family Engagement Tools: Availability of tools that support surveys, newsletters, conference scheduling, event registration, and family outreach.
- Translation & Accessibility: Quality of multilingual communication features and ability to provide equitable communication access for diverse families.
- Two-Way Communication: Ability to facilitate meaningful engagement between schools and families through secure, documented communication tools.

**c. Analytics, Reporting & Data Integration (15 Points)**

- Attendance Analytics: Quality of attendance dashboards, chronic absenteeism reporting, attendance trend analysis, and intervention monitoring tools.
- Data Integration: Demonstrated ability to integrate seamlessly with Cumberland County Schools' Student Information System and other district data systems.
- Reporting Capabilities: Availability of customizable reports and executive dashboards that support district and school-level decision making.
- Data Security & Privacy: Compliance with FERPA, COPPA, and industry-standard data security requirements.

**d. Implementation, Training & Ongoing Support (15 Points)**

- Implementation Plan: Quality and feasibility of the proposed implementation timeline and support structure.
- Professional Development: Depth and quality of in-person and on-demand training opportunities for district and school staff.
- Customer Support: Availability of technical assistance, customer success support, and ongoing consultation services.
- Sustainability: Ability to support long-term implementation and continuous improvement efforts.

**e. Experience & Proven Success (10 Points)**

- K-12 Experience: Demonstrated experience providing attendance improvement, family engagement, or communication solutions in public school districts.
- Comparable District Experience: Successful implementation in districts similar in size, demographics, and complexity to Cumberland County Schools.
- References: Strength of references and documented outcomes from previous implementations.

**f. Cost Effectiveness & Value (5 Points)**

- Pricing Structure: Transparency and reasonableness of proposed costs, including implementation, training, licensing, and ongoing support.
- Overall Value: Demonstrated return on investment and alignment between proposed services and district needs.

Total Possible Points: 100

**Evaluation Criteria/Methodology**

Evaluation shall be by individual rating/scoring, group consensus, or another method deemed to be in the best interest of Cumberland County Schools. At the evaluation committee's discretion, the highest-scoring vendors may be invited to participate in interviews, demonstrations, presentations, or discussions regarding their proposals. If requested, vendors will be provided with additional instructions regarding the presentation process

**D. ATTACHMENT: VENDOR SCORECARD**

| Factor                                         | Possible Points |
|------------------------------------------------|-----------------|
| Attendance Improvement & Intervention Services | 30 points       |

|                                                           |            |
|-----------------------------------------------------------|------------|
| <b>Family Engagement &amp; Communication Capabilities</b> | 25 points  |
| <b>Analytics, Reporting &amp; Data Integration</b>        | 15 points  |
| <b>Implementation, Training &amp; Ongoing Support</b>     | 15 points  |
| <b>Experience &amp; Proven Success</b>                    | 10 points  |
| <b>Cost-Effectiveness &amp; Value</b>                     | 5 points   |
| <b>Total</b>                                              | 100 points |

## **VII. Conditions and Terms**

With proposal submission, the 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 users and other components, based on budgetary changes. It should be understood that CCS is not limited to the initial data needs and the number of users in any given year, as goals and expectations are updated. Please note that the 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.

## **VIII. 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 PK-12 students and school districts
- Utilization of background checks for staff handling student data
- Biographical information for bidder/company, to include leadership team:  
 Credentials, experience in designing and implementing a web-based restorative practices curriculum, professional development (training/coaching) should all be included.

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.

## **IX. 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 highly effective, web-based platform design providing a comprehensive Attendance Improvement, Family Engagement, and Communication framework that meets all of the required expectations and 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, teachers, and community members. All proposals must adhere to the sealed bid to be considered.

**X. 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.

Cumberland County BOE should be listed as additional insured under the General Liability and Professional Liability, and should be listed as the Certificate Holder on the COI as well. This should read as shown below.

**Cumberland County Board of Education**  
**2465 Gillespie Street**  
**Fayetteville, NC 28306**

## **XI. 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 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.

## **XII. GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Availability of Funds:** 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.
2. **Taxes:** CCS is NOT exempt from N.C. sales tax. Any applicable taxes should be included in the bid proposal and 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. **Situs:** 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. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Inspection at Contractor's Site:** 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. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. **Standards:** 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.

8. **Condition and Packaging:** 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.
9. **Patent:** 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.
10. **Assignment:** 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.

11. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** 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.
12. **Lunsford Act:** 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.
13. **E-verify:** 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.
14. **Policy Compliance:** Contractor, its subcontractors, and suppliers shall comply with all Board policies relating to visitors in the schools while engaged in the Work.
15. **Policy Compliance:** Contractor, its subcontractors, and suppliers shall comply with all Board policies relating to visitors in the schools while engaged in the Work.
16. **Electronic Procurement:** (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.