




Request for Proposal (RFP)
Behavior Intervention Module/Tool for Student/Staff Use
Cumberland County Schools

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	Name of School/Department Student Support Services
Refer all inquiries in writing to Ann-Marie Palmer Email: ann-mariepalmer@ccs.k12.nc.us (See Bid Questions on page 4.)	Item: Behavior Intervention Module/Tool for Student/Staff Use RFP Number: 173-23080 Source of Funds: Budgeted Funds and Federal Grants
DUE DATE FOR PROPOSAL: 2:00 pm (ET) June 2, 2023	

A1. Notice to Bidders

The Cumberland County Board of Education/Cumberland County Schools (CCS) Student Support Services department is requesting sealed bid proposals for an esteemed organization to implement a high-quality, web-based restorative practices behavior intervention program for students and staff. Interested bidders are invited to submit a written proposal.

A2. Execution:

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (GS. 143-54)

Failure to complete and sign this section prior to submittal shall render the proposal invalid and it WILL BE REJECTED. Late submissions will not be accepted.		
BIDDER:	Federal Tax ID or Social Security No:	
Street Address:	PO Box:	
City, State, Zip:	Telephone No:	Fax No:
Type or Print Name & Title of Person Signing:		Date:
Authorized Signature:	E-Mail:	

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Request for Proposal (RFP)
Tutoring for Cumberland County Schools

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Dear Vendor:

Cumberland County Schools invites you to submit your proposal to provide our district with a highly effective restorative practices-based, intervention program that will provide an interactive curriculum to include decision-making, interpersonal skills, and behavior management. Training, professional development, and ongoing support for staff will be implemented in the 2023-2024 school year. **Preference will be given to proposals meeting the RFP specifications and offering single-year contracts with the option to renew.**

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

Identify and select a company(s) to provide a district restorative practices program for Cumberland County Schools that will support students and school and district-based staff.

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

- **May 18, 2023:** RFP post date.
- **May 25, 2023, at 12:00 pm:** All questions and inquiries are due and should be emailed to ann-mariepalmer@ccs.k12.nc.us.
 - No questions can be submitted by phone or answered by phone.
- **May 30, 2023:** District responses to questions will be made available in the form of an addendum.
- **June 8, 2023, at 2:00 pm:** Written proposals should be mailed or/hand carried and must be received by this date.
- **June 8, 2023, at 2 pm:** Public bid opening. Any bid that arrives at/after 2:01 p.m. will be rejected.
- **June 15, 2023:** Selected bidders to present virtually to the committee: presentation, sample curriculum, and virtual demonstration of product.
- **August 9, 2023:** It is our intent to send out award notifications by this date. It is our goal to begin training personnel after August 9, 2023.

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 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 eight (8) copies of your proposal and mail the proposal packet to 810 Gillespie Street, Fayetteville NC 28306, or hand deliver it to Ann-Marie Palmer at 2465 Gillespie Street, Fayetteville, NC 28306.

Proposals will be accepted from restorative practice companies that will provide a highly-effective web-based program design, providing intervention modules/courses for individual students to be assigned and monitored by school and district staff. Submitted proposals shall be evaluated by a committee that includes district executive and superintendent leadership, district and school-based administrators, teachers, and community members. 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 questions process, bidders shall submit any such questions in writing only to Ann-Marie Palmer - ann-mariepalmer@ccs.k12.nc.us - by **May 25, 2023, at 12:00 pm. EST.**

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

DO NOT SUBMIT LESS THAN ONE PAPER COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION 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.

Delivered By US Postal Service, FedEx, UPS, or other courier services	Hand Delivered
Attn: Ann-Marie Palmer Cumberland County Schools 810 Gillespie Street Fayetteville NC 28306 (910) 302-7455	Attn: Ann-Marie Palmer Cumberland County Schools Central Services 2465 Gillespie Street Fayetteville NC 28306
IMPORTANT: The Bid Number from page 1 must be shown on the outside of the envelope.	

II. Bid Opening

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

III. Introduction

District Background:

With 50,246 students, Cumberland County Schools (CCS) is the 5th largest school district in NC and

78th out of 14,478 schools nationwide. The district is the 2nd largest employer in Cumberland County behind the military with a total of 86 schools - 50 elementary, 17 middle, 17 high, and 2 virtual schools. Of the over 50,000 students, 22,769 are elementary, 9,308 are middle, and 14,832 are high school students.

CCS currently has approximately 78% students who receive free or reduced lunch, and 62 of the district's 86 schools, 72%, are Community Eligibility Provision schools. Student demographics based on race/ethnicity are 45.64% Black, 26.52% White, 15.85% Hispanic, 2.05% Asian, 1.34% Native American, 0.51% Hawaiian/Pacific, and 9.09% two or more races. Due to the district's location by Fort Bragg, 14,716 (29%) of our students are militarily connected, and we have 73 native languages spoken, with the most spoken languages being Spanish, Korean, German, Japanese, and Mandarin. We have 7,267 (14.29%) students who receive EC Services, and 4,690 (8.84%) are enrolled in AIG Programs.

Through CCS's Strategic Plan, we are committed to ensuring a safe, positive, and rigorous learning environment to prepare lifelong learners to reach their maximum potential. It is important for our district to create, develop, and implement a restorative practices framework that meets the needs of all students through the use of an equity-based multi-tiered system of support.

IV. Purpose

The objective of this Request for Proposal (RFP) is to contract with a qualified vendor that will provide a web-based program for students with training services for school and district staff. Cumberland County Schools is seeking a high-quality behavior modification and intervention tool that will ensure all students can succeed in the classroom and in the community through tailored support and instruction, with the overarching goal of minimizing repeated disciplinary incidents.

The program should have the capability of assigning individual course/modules to meet the specific needs and circumstances of individual students while providing engaging intervention strategies for staff to utilize with students that will allow for various levels of support, intervention, and targeted instruction. This program will support a robust multi-tiered system of support that meets the needs of the whole child with a focus on positive, enriching, and sustainable student outcomes. The proposed program must demonstrably work toward meeting the following long-term implementation goals:

- Dramatically reduce the in- and out-of-school suspension rates
- Reduce the rate of student placement in alternative school settings
- Reduce disparities in treatment and punitive outcomes between students of color and their peers
- Reduce the disproportionality in treatment and punitive outcomes for students with disabilities

V. Project Expectations

Our expectation is that this framework:

- Provides educators and students a means to engage and grow via multiple restorative practices avenues.
- Ensures staff is trained and coached to interact with students in a way that addresses the needs of the whole child and provides opportunities to explore alternative modes of correction, re-direction, and intervention.

- Provides students with multiple opportunities to problem-solve challenging scenarios that they encounter in the school and community setting for optimal outcomes.

The selected vendor will supply a high-quality restorative practices curriculum for students and staff. that provides, but is not limited to, the following:

For Students:

- Curriculum for students with various targeted courses/modules that address behavior modification, decision-making skills, impulse control strategies, anger management
- Scenarios and skills for application in the educational environment
- Delivery flexibility (face-to-face, virtual, traditional, and non-traditional hours)

For Staff (District-level & school-level administration and Restorative Justice Center instructors/teachers):

- Quality training, development, and ongoing support
- Virtual and in-person coaching and follow-up
- Real-time access to progress monitoring at individual school sites and district level to include module completion, mastery level, and usage
- Ability to upload student data from existing student information system
- Reporting and analysis that may be exported to other data-tracking systems
- Recommendations for intervention and program enhancement

Our long-term goal is that a framework is instituted that:

- Dramatically reduces the in- and out-of-school suspension rates
- Reduces the rate of student placement in alternative school settings
- Reduces disparities in treatment and punitive outcomes between students of color and their peers
- Reduces the disproportionality in treatment and punitive outcomes for students with disabilities

Impacted Staff and Students

Students	Over 50,000
District-level Staff (Restorative Practices Leadership team)	35
School-level administrators (principals, assistant principals,	85
School-level Restorative Justice instructors/teachers	31

V. Requirements of Proposal Response

Restorative Practices Program Non-Negotiables		Included in Bid? (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">● Number of employees in the company● Company’s location(s), including any presence in North Carolina.● Overall capacity of the vendor’s organization(s)	Yes No

	<ul style="list-style-type: none"> Resources that it will commit to the work for the project (by name and role in the project) shall be provided. 	
	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>The proposed high-quality restorative practices curriculum will provide:</p> <p>For Students:</p> <ul style="list-style-type: none"> Curriculum for students with various targeted modules that address behavior modification, decision-making skills, impulse control strategies, anger management Scenarios and skills for application in the educational environment Delivery flexibility (face-to-face, virtual, traditional, and non-traditional hours) 	Yes No
	<p>The proposed high-quality restorative practices curriculum will provide:</p> <p>For Staff (District-level & school-level administration and Restorative Justice Center instructor/teachers):</p> <ul style="list-style-type: none"> Quality training, development, and ongoing support Virtual and in-person coaching and follow-up Real-time access to progress monitoring at individual school sites and district level to include module completion, mastery level, and usage Ability to upload student data from existing student information system Reporting and analysis that may be exported to other data-tracking systems Recommendations for intervention and program enhancement 	Yes No
	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 as to how the vendor will deliver restorative practices curricular services and support to students along with training and coaching to staff.	Yes No
	<p>Provide an overview of your restorative practices services that include:</p> <ul style="list-style-type: none"> Content areas (ie: Anger management, adverse childhood experiences (ACEs), mediation, conflict resolution, impulse control, etc.) Grade levels served Description of materials or program that will be used Description of the level of engagement and interactivity Frequency of sessions Overall approach or method 	Yes No
	<p>Confirm the service delivery model that will be employed</p> <ul style="list-style-type: none"> Students - Web-based Staff - In-person or virtual 	Yes No
	Delineate underlying research findings to support the curriculum and coaching proposed	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 program	Yes No
Restorative Practices Program Evidence-Based and Features		

	Provide evidence-based restorative practices	Yes	No
	Implementation evidence of powerful SEL and behavior management/intervention/ modification strategies	Yes	No
	Real-time progress monitoring dashboard to assess course/module completion, mastery, and usage	Yes	No
	Demonstrated alignment with Positive Behavioral Interventions and Supports (PBIS)	Yes	No
	Specify how courses/modules will be tailored to meet the individual needs of each student	Yes	No
	Delineate how progress will be monitored	Yes	No
	What Cumberland County Schools resources would you need to deliver your services?	Yes	No
	Data reports and meetings provided to principals and district	Yes	No
	Clearly identify what resources, materials, and access will be provided by the vendor	Yes	No
Family Outreach, and Engagement			
	Describe how student parent/guardian will be informed in an automatic process: <ol style="list-style-type: none"> 1. About the program features 2. Their enrollment in it, 3. Student mastery 4. Of student's re-entry 	Yes	No
Ability to Scale			
	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 project to encompass district	Yes	No
	Vendors should indicate whether their system can be accessed via Canvas Learning Management System.	Yes	No
Timeline of Implementation			
	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
	Training: Please detail your staff training model and commitments. Orientation provided to staff, pre-service training, ongoing training, content, and service hours <ul style="list-style-type: none"> The vendor will create a customized plan that includes timelines for professional development 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 chat with support professionals. 	Yes	No
Data (Dis)Aggregation, Analysis & Reporting Capabilities			
	Desired integrative data analysis and reporting components include: <ul style="list-style-type: none"> Automated data entry User interface that allows for quick and easy access of student, teacher, and school data Data disaggregation at district, school, teacher, and student levels Simple discernment of data trends at all levels and in a variety of forms to assist in the identification of behavioral needs and potential inequities All data points necessary for deep data dives at a variety of levels, including district, school, classroom, and individual student 	Yes	No
	Capabilities to disaggregate data according to CCS District Strategic Plan metrics are encouraged.	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 efficiently and provide the basis for a behavior intervention equity report.	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 School Information System.	Yes	No
Project Approach and Plan			
	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 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.	Yes	No

	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
Knowledge Transfer			
	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.		
Technical Environment & Data Requirement			
	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
	<p>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.</p> <ul style="list-style-type: none"> • The leading indicators will be based on student participation and behavior outcomes. • Ability to generate data from other CCS partner behavior and SEL programs. • The tools should provide drill-down analysis from district to school to grade to the classroom(s) to student(s). • 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 includes in its response an approach, 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 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.	Yes	No
	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
Data Integration Capabilities			
	The program must integrate data from the district Student Information System (SIS), PowerSchool Unified Insights and other 3rd party applications, state databases, and assessments used by the district (ie. Educator's Handbook, ABE, NCELI).	Yes	No
Security and Security Administration			
	<p>The proposed solution will incorporate security features which should include access controls; audit trails, etc.</p> <ul style="list-style-type: none"> • 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. • The proposed solution must allow remote access from outside the networks without compromising security. 	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
Technical Requirements			
	Minimum Technical System Requirements that meet the client computing device standards	Yes	No
Windows PC Standards			
	a. Operating System - Windows 10/11 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
Chromebook/HP Standards			
	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 10/11 laptops and Chromebooks, HP Thinkpad, HP Devices) and fully function through the Chrome browser.		
	a. Operating System - Chrome OS (version 111.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
Enterprise Technical Requirements			
	a. Software/apps MUST NOT require Flash plugin	Yes	No
	b. HTML5	Yes	No
	c. Software must be compatible with multiple browsers. <u>The system must be compatible with the following, but not limited to:</u>	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
Data Integration			
	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 integrates for data automation and rostering with the NC Ed Cloud, RapidIdentity by Identity Automation for SSO for teachers, administrators, and district personnel.	Yes	No
Service Level Agreement (SLA)			
	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
User Interface			
	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"> • Supports ADA compliance guidelines for websites and content • UI colors, color contrast, background colors, • Typography: Font size, font weight, and the spacing between letters, words, and paragraphs. 	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 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 item bank items, reporting modules, online assessment 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 and identified and described, including whether they are required.

<i>Cumberland County Schools</i>	<i>Total Base</i>	<i>Total Add On Module Fees</i>	<i>Total 3rd Party Product Fees</i>	<i>Training</i>	<i>Support</i>	<i>Implementation Costs</i>	<i>Other</i>
Single-Year Cost							

B. ATTACHMENT: REFERENCES

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

Reference #1:

Name of School District:	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

Scoring of individual items within categories	Score	Response Descriptions
Excellent	5	Clearly states how requirements or criteria will be satisfied in a comprehensive manner with sufficient detail and specifics. (Overall, the quality, and organization of response to the specific item are excellent.)
Good	4	States how the majority of requirements or criteria will be satisfied but does not go above the basics. (Overall, very good response but it is not above and beyond.)
Acceptable	3	States how the majority of requirements or criteria will be satisfied but has a few unexplained gaps; missing details; and/or inconsistencies. (Overall, acceptable response but could have been clearer compared to others.)
Unsatisfactory	2	States how the majority of requirement or criteria will be satisfied but has at least one of the following: a) significant unexplained gaps; b) missing major details, c) extraneous and unnecessary information; and/or d) inconsistencies.
Poor	1	States that requirement or criteria will be met but provides little to no explanation explaining how. (Insufficient information provided to gauge the strength of the response relative to other responders.)
Non-responsive	0	No response was offered or the response does not address the question.

D. ATTACHMENT: VENDOR SCORECARD

Factor	Weight
Restorative Practices Program is Evidence-Based & Well-Designed	25
Student Curriculum is Extensive and Individualized	25
Staff Training & Coaching is Integrated to the Curriculum	25
Family Education, Outreach, and Engagement is Central	10
Ability to be Flexible in the Size of the Implementation Scale	5
Cost of Services	10
Total	100

VI. Conditions and Terms

With proposal submission, bidder provides a cost overview. This is an estimate and not a guarantee of the total contract. Should it become necessary, CCS reserves the right to reduce or increase the number of 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 selection of the bidder is not solely based upon the lowest bid but accounts for the bid that best meets the needs of Cumberland County Schools.

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

VII. Required Credentials

Bidder must provide detailed information about their credentials to include:

- Licensing status with the state of North Carolina and Board of Education
- Experience providing similar services for 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.

VIII. Invitation to Submit Proposal

Cumberland County School District requests the submission of technical and cost proposals from all interested parties. Proposals will be accepted for a highly-effective, web-based program design providing behavior intervention modules/courses and 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.

IX. **Insurance:**

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

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

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

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

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

Cumberland County BOE should be listed as additional insured under the General Liability and Professional Liability.

X. FEDERAL UNIFORM GUIDANCE

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

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

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

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

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

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

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

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

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

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

into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

For purposes of this clause:

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

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

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

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

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

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

The Federal government is not a party to this contract.

XI. GENERAL CONTRACT TERMS AND CONDITIONS

1. **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 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. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
8. **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.

9. **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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
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.