



Request for Proposals No. 173-24012

The Cumberland County Schools Westover High School (WOHS) is requesting proposals for ACT Tutoring and Prep for 11th grade students. If you are interested in submitting a proposal, responses are due by:

12:00 p.m. (ET) November 16, 2023

Services Requested

- Instruction and preparation for the standardized ACT test for 11th grade students at Westover High School, 277 Bonanza Dr., Fayetteville, NC
- Number of students is estimated at 25 – 50 students
- 25:1 student-teacher ratio required for English/Reading
- 25:1 student-teacher ratio required for Math/Science
- 1 to 2 hour-long sessions, 2 to 4 times per week during the school day for an approximate total of 32 hours
- ACT Practice test at the beginning of the program and during the program to measure student score improvement
- WOHS will provide relevant student information including first and last name, grade and contact information.
- WOHS will provide one to two suitable classrooms on school campus depending on class size
- Provide reports to WOHS at the conclusion of the program including student attendance, ACT score analysis at the beginning of the program and during the program to show individual student progress

Program Date

- November 2023 – March 2024

Additional Requirements

- Accreditation as a supplemental education provider; provide information about accrediting agency
- Vendor must have experience providing ACT prep and instruction to high school students; provide references with dates and scope of work
- Vendor must provide appropriate instructional materials/books and include in price quoted
- Instructors must hold a minimum of a bachelor's degree from an accredited college or university
- Background check required for vendor's employees providing ACT instruction on WOHS premises
- Vendor must provide evidence of insurance for General Liability, Automobile Liability, Workers Compensation and Sexual Abuse and Molestation Liability. The Cumberland County Board of Education must be shown as additional insured. A sample Certificate of Liability Insurance is included with this RFP.

Please send your proposal to Mike Anderson, Purchasing Officer by email to:

mikeanderson@ccs.k12.nc.us

Questions should be submitted by email only to mikeanderson@ccs.k12.nc.us.

To respond to this Request for Proposals, you must submit a proposal on your company letterhead with the proposed services and pricing and reference **RFP #173-24012**.

All proposals will be evaluated and award will be based on the lowest, responsive offer. Consideration may be given to the following:

Price
Services and materials provided
Experience level
References

By responding to this RFP, the Vendor agrees to the following terms and conditions.

Confidentiality during RFP process: During the evaluation period and prior to award, all information concerning the quote is confidential and possession of the quotes and accompanying information is limited to personnel involved in this procurement process, and to other personnel participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation of consideration in the discretion of CCS.

Pricing: Prices should be quoted per student with a detail of proposed fees

References: CCS reserves the right to require a list of users of the exact service offered. CCS may contact these users as part of its evaluation of the proposal.

Availability of funds: Any and all payments to the Vendor are dependent upon and subject to the availability of funds to Cumberland County Schools for the purpose set forth in this RFP.

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

Situs: The place of this contract, its situs and forum shall be the state of North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

Governing Laws: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or rules.

Payment Terms: Payment terms are Net not later than 30 days after receipt of correct invoice or receipt of services, whichever is later.

Rejection of Quote/Bid: Cumberland County Schools reserves the right to reject any and all bids in whole or in part at our discretion.

FEDERAL UNIFORM GUIDANCE

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

- a.) 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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- b.) Termination for Cause and for Convenience by CCS – When Federal funds are expended by CCS, the school system reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.
- c.) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387J) Compliance - The Contractor certifies that during the term of an award for all contracts by the CCS resulting from this procurement process in excess of \$150,000, 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).
- d.) Compliance with Solid Waste Disposal Act – In the event the Contract involves the purchase of more than \$10,000 in items designated by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.
- e.) 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.

- f.) 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.

- g.) 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).

- h.) Compliance with Federal Law, Regulations, and Executive Orders – All parties to this Agreement acknowledge that Federal 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 and executive orders.

- i.) 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.

- j.) 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.

- k.) Domestic Preference – As detailed in 2 C.F.R. Part 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

