



REQUEST FOR PROPOSALS

DUE DATE FOR PROPOSAL: **12:00 pm (ET) January 5, 2023**

Item: Professional Learning Management Solution Source of Funds: Federal (ESSER) funds	Name of School and Address: Cumberland County Schools Education Resource Center 396 Elementary Drive Fayetteville, NC 28301
Refer inquiries in writing by email only to: Dr. Theresa Perry theresaperry@ccs.k12.nc.us	

Proposals, subject to the conditions made a part hereof, will be received at this office (**396 Elementary Dr., Fayetteville, NC 28306**) until the date and time shown above for DUE DATE FOR PROPOSALS for providing an online (cloud based) solution for managing professional learning and integrating with the Cumberland County Schools (CCS) Human Resource Management System (HRMS) and the NC Educator Effectiveness System (NCEES) to track and report professional development progress.

This form must be executed and submitted along with your proposal.

Execution:

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

Failure to complete and sign below and submit with your proposal shall render proposal invalid. Late submittals are not acceptable.

VENDOR/CONTRACTOR:	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:	

Offer valid for 30 days from DUE DATE FOR PROPOSAL unless otherwise stated here: _____ days.
 With your proposal, indicate approximately how many days from receipt of purchase order to installation of sign.

Questions: Questions regarding specifications should be directed to Dr. Theresa Perry by email only to theresaperry@ccs.k12.nc.us. Our offices will be CLOSED from December 21, 2022 through January 2, 2023. Questions presented during this period will not be addressed until we return on January 3, 2023.

Mailing Instructions: This is an informal Request for Proposals. You may submit your proposal by email or by mail to the following email address or physical street address. It is the responsibility of the offeror to have its offer in this office by the specified time and date due. You may mail to:

Attn: Dr. Theresa Perry
 Cumberland County Schools ERC
 396 Elementary Dr.
 Fayetteville, NC 28301

Or you may email your fully executed RFP document/proposal by the specified time and date due to:

theresaperry@ccs.k12.nc.us

Award: The Cumberland County Board of Education / Cumberland County Schools (CCS) reserves the right to reject any or all offers presented and to waive any informalities and irregularities.

Scope: CCS desires to enter into an agreement with a qualified vendor to provide a software as a service solution to manage and report results of its professional learning programs for its instructional staff. The solution must meet the following minimum specifications and capabilities:

- Control by authorized CCS personnel to create courses and manage participant registration
- Access by unlimited users
- Ability to create customized fields
- Customizable Course Catalog to meet CCS requirements
- Ability of CCS personnel to customize the program appearance with district branding
- Searchable menu of CCS professional development opportunities, courses, etc.
- Ability to combine CCS internal professional development opportunities with external (3rd party) options and serve as a one-stop-shop for CCS employees
- Automatic interface with HRMS to update continuing education credits for instructional staff
- Automatically pull information from the NCEES system and provide a report of past courses taken and future opportunities
- Capability of managing participant registration and tracking attendance
- Training and implementation by vendor’s qualified personnel

Questions for Proposers:

What is your minimum license term for the solution offered? _____

Does your proposed solution currently interface with HRMS and NCEES? _____

List up to three (3) other school districts with whom you have implemented the solution you are proposing:

DISTRICT / SYSTEM	IMPLEMENTATION DATE	CONTACT PERSON	PHONE NUMBER

Samples: CCS reserves the right to request a demo online of the solution proposed.

Basis for Rejection: Cumberland County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Cumberland County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Cumberland County Schools.

Payment Terms and Invoicing: Cumberland County Schools' payment terms are net 30 days after receipt of correct invoice or completion of work, whichever is later. Invoice shall be sent to:

Cumberland County Schools
Accounts Payable
2491 Gillespie St.
Fayetteville, NC 28306

or by email to invoices@ccs.k12.nc.us.

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.