



ENGAGE. CHALLENGE. INSPIRE.

REQUEST FOR PROPOSALS

OCS Comprehensive Literacy Curriculum K - 8

DUE DATE: TO BE RETURNED BY March 21, 2022 at 12:00 P.M. EASTERN STANDARD TIME

Refer ALL Inquiries no later than March 14, 2022 in writing to:

Mrs. Ambra Wilson Executive Director of Literacy, Orange County Schools

Email: ambra.wilson@orange.k12.nc.us

Notice to Bidders:

Bids, subject to the conditions made a part hereof, will be received via email until 12:00 P.M., EST on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to Page 2 for proper submission instructions.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items or services 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 (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.
STREET ADDRESS:	P.O. BOX	ZIP:

CITY & STATE & ZIP	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of bid opening unless otherwise stated here:
45 days

I. INSTRUCTIONS

- **Proposal contents**
 - Cover letter identifying vendor, including legal name of vendor, address, telephone number, type of business entity (e.g. corporation, partnership)
 - Name and contact information for bidder’s principal point of contact
 - Completed and signed execution page (Page 1 of this RFP)
 - Completed pricing proposal in a spreadsheet (MS Excel Format). Attach to the proposal
 - All proposals shall be labeled **“Bid Response - RFP OCS Comprehensive Literacy Curriculum K-8”**
- All proposals must be submitted in electronic format only via email to: ambra.wilson@orange.k12.nc.us. Email bids will be held unopened until the designated bid opening date and time, where receipts will be noted and basic bid details (vendor, equipment quoted, total price) recorded.
- All email bids must have the following subject line: “BID RESPONSE – RFP OCS Comprehensive Literacy Curriculum K-8”
- It is the sole responsibility of the bidder to submit its proposal by the due date. Late proposals will not be considered.

II. OVERVIEW

The Orange County Schools (“OCS”) is a public school district in Orange County, North Carolina with approximately 7,200 students and 1,200 staff. OCS is seeking proposals to solicit one or

more established providers of elementary and secondary curricula to provide Orange County Schools with a highly engaging comprehensive literacy curriculum that is standards-aligned and based on the science of reading. Proposals must support effective teaching and learning of all learners in all classrooms in Kindergarten through Grade 8. Vendors shall demonstrate how they will provide each of the non-negotiables found in the [Achieve the Core IMET Tool](#). OCS seeks curricular materials and approaches that are aligned to the NCSCOC, culturally responsive, explicitly support English Language Learners, students with disabilities, and students in need of additional intervention, and allow for enrichment and acceleration. Instructional materials should be tailored for immediate teacher implementation aligned to the grade appropriate academic needs of K - 8 grade students with a component of Professional Development and coaching for successful implementation and sustainability.

III. IMPLEMENTATION

Desired implementation date within 30 calendar days after approval of the RFP with a preference for an earlier start date. We would like to begin professional development and piloting of resources during the spring semester and through the summer of 2022.

IV. REQUIREMENTS

Offeror Response Template

Vendor shall review the Technical Requirements in the table below and in the space provided below each describe their proposed approach or ability to meet or exceed each Technical Requirement. Vendor’s responses shall be complete and comprehensive with a corresponding emphasis on being concise and clear. Vendor may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response below. Vendor shall not add or delete rows in this attachment, or change the order of the rows in the tables.

Vendor Name:	
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Grades K-8 ELA Alignment Criterion

Technical Requirements	
TR1	<p>High Quality and Engaging Text: vendor shall state whether their proposal meets or does not meet the specification. Anchor texts are worthy of students’ time and attention: texts are quality and are rigorous, containing rich academic language, meeting appropriate complexity criteria for each grade.</p> <p style="padding-left: 40px;">a. Texts intended for reading aloud are rich and above students’ current reading abilities. Anchor texts in grade materials have the</p>

	<p>appropriate level of complexity for the grade as defined by the standards, according to quantitative and qualitative analysis.</p> <ul style="list-style-type: none"> b. Anchor texts in the materials are of publishable quality and worthy of especially careful reading; they include a mix of informational text and literature c. Anchor texts and text for independent reading are culturally responsive to the diverse learners of OCS d. Texts provide opportunities to keep students engaged, interested, and foster a love of reading.
TR2	<p>Evidence-based Discussion and Writing: vendor shall state whether their proposal meets or does not meet the specification. Materials provide opportunities for rich and rigorous evidence-based discussions and writing about texts to build strong literacy skills.</p> <ul style="list-style-type: none"> a. At least 80% of all questions, tasks, and assignments in the materials are text-dependent, requiring students to draw on textual evidence to support both what is explicit as well as valid inferences from the text. b. Materials include frequent opportunities for evidence-based discussions and writing to support careful analyses, well-defended claims, and clear information about texts to address the analytical thinking required by the Standards at each grade level.
TR3	<p>Building Knowledge: Materials build knowledge systematically through reading, writing, speaking and listening, and language study.</p> <ul style="list-style-type: none"> a. materials provide a sequence or series of texts that build knowledge and vocabulary systematically through reading, writing, listening, and speaking. These texts are organized around a variety of topics at each grade level. b. Materials provide instructions, clear design, and lightweight student accountability that guide teachers regarding how students will regularly engage in a volume of independent reading both assigned or texts of their own choosing, in or outside of class.

TR4	<p>Foundational Skills: Materials develop foundational reading skills systematically, using research-based and transparent methods. This means materials provide explicit and systematic instruction and diagnostic support in: concepts of print, letter recognition, phonemic awareness, phonics, word awareness and vocabulary development, syntax, and fluency.</p> <ol style="list-style-type: none"> a. Submissions address grade level standards for foundational skills. b. Submissions include a variety of student reading material and activities that allows for systematic, regular, and frequent practice of all foundation skills. c. Submissions provide clear, well-structured diagnostic assessment protocols and materials for all foundational skills to guide instruction and remediation. d. Materials guide students to read with purpose and understanding and to make frequent connections between acquisition of foundational skills and making meaning from reading. e. Materials provide opportunities for students to engage in a range and volume of reading to achieve reading fluency of grade level text as required by the Foundation skills standards.
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TR5	<p>Vendor shall state whether their proposal meets or does not meet the specification. Materials reflect the distribution of text types and genres required by the Standards are at the right text complexity for grade level, student, and task. The teacher materials provide an outline indicating the quantitative and qualitative elements used to measure text complexity of each text. Materials provide an appropriate mix of fiction and nonfiction text options.</p>
TR6	<p>Vendor shall state whether their proposal meets or does not meet the specification. Materials support students in building reading comprehension, in finding and producing the textual evidence to support their responses to questions and writing prompts.</p>

TR7	Vendor shall state whether their proposal meets or does not meet the specification. Materials include informational texts on real-world topics.
TR8	Vendor shall state whether their proposal meets or does not meet the specification. Materials build students' knowledge across topics and content areas.
TR9	Vendor shall state whether their proposal meets or does not meet the specification. Materials are designed to provide thoughtful supports/scaffolds to support all students in accessing the NC State Standards. Vendor will include a plan for how the resources meet the diverse strengths and needs of our students.
TR10	Vendor shall provide product development plans, technical architecture, and implementation approaches to better predict implementation and professional development support to ensure sustainability.

ADDITIONAL CRITERIA

Vendor shall indicate by stating yes or no that they provide the required information in their proposal.

Criteria	Yes	No
Teachers are provided with the understanding of the alignment to standards.		
Teachers are provided with the understanding of the explicit scope and sequence of foundational reading development		
Cross-curricular connections are made within the resource		
Research is included that demonstrates the effectiveness of the resource		
Supports student driven learning (ie. Voice and choice in their learning, encourages students to know how they learn best, high		

interests topics, and partners in the learning with the teacher)		
Resource provides information to learn about real world topics		
Resource engages students and teachers in collaboration, critical thinking, creativity and communication around the standards		
Resource reflects cultural relevance (ie. Students see positive representations of themselves in literature)		
Resource includes both print and digital options (ie. Blended opportunities)		

(Vendor shall provide a detailed response to the specifications requested. Any additional information provided should clearly state the referenced technical specification in an organized and easily read format and be noted in the specification field below.)

Technical Specifications

Technical Specifications	
TS1	Vendor shall describe how your product handles authentication and authorization, including single sign on capabilities.
TS2	Vendor shall describe how your product handles account creation, additions and deletions for both student and staff users.
TS3	Vendor shall describe how administrative functions are separated into different roles such as district, school, teacher, etc.
TS4	Vendor shall describe how they ensure security of OCS data and provide supporting documentation if applicable.
TS5	Vendor shall describe on-site or hosted environments needed for their application.
TS6	Vendor shall describe in detail all system and network requirements.

TS7	Vendor shall describe the product(s) support model for both technical and functional district support needs.
TS8	Vendor shall describe their approach to converting and migrating data into and out of their solution.
TS9	Vendor shall describe the reporting features for district and school-based administrators, teachers, and students. (Sample reports may be attached)
TS10	Vendor shall describe the reporting feature on an individual student level including how the student is compared to like peers. (Sample reports may be attached)

V. Payment and Financing

Vendors are required to complete a pricing proposal spreadsheet (MS Excel Format) and submit the completed spreadsheet as part of its response.

VI. Evaluation and Award

Response to Requirements

Provide a point-by-point response to each specified requirement in the project description. Include research studies, whitepapers, external/ independent evaluations and customer case studies where possible and crosswalk alignment of the program with the North Carolina Standard Course of Study as an appendix. Include any technology or infrastructure requirements at the school level, home or community level that would be needed for a successful implementation and fee and non-fee training available for students, family members or teachers using the program and school or district staff.

Implementation Plan

Delineate an implementation plan—from contract execution through summer planning and 2022/2023 school year implementation (April 15, 2022 - June 30, 2023) for all related tasks and deliverables, with assigned personnel, expected outcomes, and estimated timelines for each activity. Include timeline for school and district level staff training (if needed) and how the provider will work with the school and district to progress monitor the implementation for continuous improvement. Describe customer service, to both the school system and individual users, and technical support—hours, staff qualifications, escalation process, and methods of contact.

Restrictions on Communications

From the issue date of this RFP until a provider is determined eligible or the RFP is canceled, providers are prohibited from communications regarding this RFP with Orange County Schools, evaluation committee members, or other associated individuals, except the point of contact.

Proposal Evaluations and Selections

The evaluations committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope of work and in the instructions on submitting a proposal. The review and evaluation of vendor responses will determine the providers most capable of delivering the best overall value tool to Orange County Schools.

Preliminary Evaluation

The proposals will first be reviewed to determine if the RFP requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event all vendors do not meet one or more of the mandatory requirements, Orange County Schools reserves the right to continue the evaluation of the proposals and to select the proposal(s) that most closely meets the requirements specified in this RFP or to extend the window for proposal submittal and evaluation period.

Proposal Scoring

Proposals will be reviewed by an evaluation committee and scored against the criteria stated below.

Proposal Evaluation Criteria

Each vendor's response will be reviewed for completeness and adherence to the submission requirements and evaluation criteria. Proposals will be ranked based on the evaluation criteria referenced in the table below. Orange County Schools will be the sole judge of the quality of proposals and reserves the right, at its own discretion, to disqualify any vendor that submits a proposal that is incomplete, does not properly adhere to the solicitation requirements, and/or clearly does not meet the requirements of Orange County Schools. A vendor's response that is disqualified will not be scored nor ranked. If the evaluation committee has reasonable grounds to believe that the provider is unable to provide the required tool to the satisfaction of Orange County Schools, OCS reserves the right to exclude the provider from the approved listed.

Proposals must identify:

1. How the program focuses on student growth in literacy
2. Alignment of the curriculum to NC state standards
3. How the program exposes students to high quality text, evidence based writing and discussion, and building knowledge
4. How the program focuses on and supports underrepresented populations

5. Builds knowledge of students through reading, writing, speaking and listening, and language study
6. How the program keeps students engaged, interested, and excited about learning
7. How the program builds vocabulary of students
8. Additional material or tools, if any, that are available for providing targeted instruction;
9. Research used to develop program; and it's alignment with the Science of Reading
10. Parental engagement opportunities
11. Minimal and optimal technology requirements: outline technical specifications of the program, including but not limited to:
 - a. How the program is hosted
 - b. Minimum technical specifications required to effectively run the program
 - c. Optimal and available platform(s) and operating system(s)
 - d. Availability of remote or home based access
 - e. Other technical specifications

Criteria Weighted Scoring

1. Provider capability and fiscal stability 15%
 2. Focus on Non-negotiables 40%
 3. Evidence-based 20%
 4. Parental engagement/involvement component (including parent communication) 5%
 5. Implementation plan and reporting functions 15%
 6. References 5%
- Total 100%

Presentations and Demonstrations

Top scoring vendors based on the evaluation of the written proposal may be required to participate in presentations or demonstrations of their tool, if requested by Orange County Schools. OCS will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the vendor. Failure of a vendor to conduct a presentation or demonstration on the date scheduled may result in rejection of the vendor's proposal.

Approved providers who do not provide the data requested/reporting components necessary for completion of the evaluation of the effectiveness of the tool shall be removed from the Approved Provider List. This reporting may include student level data as applicable to the tool being evaluated.

General Terms and Conditions

1. READ, REVIEW, AND COMPLY: It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. NOTICE TO BIDDERS: All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Orange County Schools ("OCS") objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution

and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. DEFINITIONS:

Bidder: Company, firm, corporation, partnership, individual, etc. submitting a response to an Request for Proposals.

4. EXECUTION: Failure to sign under EXECUTION section will render the bid invalid.

5. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) requirements/specifications, and (3) Instructions to Bidders.

6. TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

7. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

8. CLARIFICATION/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Any and all revisions to this document shall be made only by written addendum to OCS. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever sources are of no effect.

9. ACCEPTANCE AND REJECTION: OCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

10. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest responsible bidder most advantageous to OCS as determined upon consideration of the factors identified in this RFP and such other factors deemed by OCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by OCS or the bidder, OCS reserves the right to accept any item or group of items on a multi-item bid. OCS also reserves the right to reject any and all bids. This RFP does not obligate OCS to enter into an agreement with any bidder or to pay any costs incurred by bidders in preparation and submission of the bidder's proposal.

11. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48, OCS invites and encourages participation in this procurement process by businesses owned by

minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

12. CONFIDENTIAL INFORMATION: As provided by statute and rule, OCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

13. AWARD PROCEDURES: Contract award notice shall be posted on the OCS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

14. ANTI-NEPOTISM: The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Orange County Board of Education or of any principals or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to OCS. Unless formally waived by OCS, the existence of a family relationship covered by this Contract is grounds for immediate termination by OCS without further financial liability to the Bidder.

15. DEFAULT AND PERFORMANCE BOND: In case of default by the Bidder, OCS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. OCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to OCS.

16. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing OCS, indicating the specific regulation which required such alterations. OCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

17. TAXES: Any applicable taxes shall be invoiced as a separate item. OCS is not a tax-exempt entity.

18. SITUS: The place of this contract, its situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

19. GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

20. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

21. PATENT: The Bidder shall hold and save OCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by OCS or disclosure of any information pursuant to the NC Public Records Act.

22. INSURANCE: a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance if required under North Carolina law. b. Public liability and Property Damage Insurance - The Bidder shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below: Occurrence: General Aggregate \$1,000,000. c. Applicable only if vendor will be providing direct on-site services, not applicable for virtual services: Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments. d. Certificates of Insurance acceptable to the OCS shall be filed with the OCS prior to commencement of the Work. The successful bidder agrees to hold harmless and indemnify the OCS Board of Education for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

23. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS: The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion.

Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. OCS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if OCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or wellbeing of students, school personnel or others.

24. ACCESS TO PERSONS AND RECORDS: OCS auditors shall have access to any records as a result of this bid or the Contract. OCS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.

25. COMPLIANCE WITH E-VERIFY: Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

26. COMPLIANCE WITH AFFORDABLE CARE ACT: Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

27. RESTRICTED COMPANIES LIST: Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147- 86.58.