



ENGAGE. CHALLENGE. INSPIRE.

REQUEST FOR PROPOSALS

Benchmark and Formative Assessment System

(Revised on June 5, 2024)

CLOSING DATE: TO BE RETURNED BY June 12, 2024 at 12:00 P.M. EASTERN STANDARD TIME

Refer ALL Inquiries no later than June 7, 2024 in writing to:

Dr. Chris Gammon, Executive Director of Curriculum and Instruction

Email: chris.gammon@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. 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 understand that this bid is subject to immediate disqualification at any stage of the selection process for any of the following: (1) the submission of false or misleading information to OCS; (2) any efforts to dissuade or discourage other vendors from submitting proposals; and (3) any efforts to influence, dictate, or change the terms of another vendor's proposal.

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:
90 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 proposal cover page
 - Completed pricing proposal in a spreadsheet (MS Excel Format). Attach to the proposal
 - All proposals shall be labeled "**Bid Response - RFP OCS Assessment System**"
- All proposals must be submitted in electronic format only via email to: chris.gammon@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 Assessment System**"
- It is the sole responsibility of the bidder to submit its proposal by the due date. Late proposals will not be considered.

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II. BACKGROUND, OVERVIEW, & SCOPE OF WORK

The vision of Orange County Schools (OCS) is to prepare every learner for lifelong service and success. To achieve this vision, OCS is committed to educating students in a safe, inclusive environment, where we engage, challenge and inspire them to reach their maximum potential.

As a professional learning community, Orange County Schools is committed to improving teacher efficacy and student achievement through the collective work of collaborative teams focusing on the learning, assessing cycle through the effective use of standards aligned common formative assessments and benchmarks.

Orange County Schools has a total of 7 elementary schools (K-5), 3 middle schools (6-8) and 3 high schools (9-12). The total student population consists of 7,073 students of which, 3,128 are in elementary (K-5), 1,591 are in middle (6-8) and 2,354 are in high (9-12). Serving almost 7,100 students and 13 schools, we are focused on meeting the diverse learning needs of all students. OCS currently has approximately 50% of students receiving free and reduced lunch. Student demographics based on ethnicity are 1,001 Black, 3,427 White, 1,993 Hispanic, 129 Asian, 15 Native American, and 507 Multi-Racial. 1,151 students receive EC services and 1,391 are enrolled in the AIG program. The overall CTE credentials earned are 1,152.

OCS now seeks competitive written proposals from local and national vendors qualified and experienced in administering assessments in English Language Arts, and Mathematics Grades 3-8, Science Grades 5 and 8, Math I, Math III, Biology and English II.

The purpose of this RFP is to solicit proposals from eligible vendors that will assist the district in the development and administration of its summative and formative assessment programs in ELA and Mathematics, for both the Grade 3-8, Science Grades 5 and 8, Math I and Math III, Biology and English II. These tests will be based on the North Carolina Standards and Frameworks and must be fully aligned to them. OCS is requesting that each interested vendor prepare a response to this proposal. In preparation for a locally aligned assessment, all training and materials must be aligned to the North Carolina Standard Course of Study. Professional development provided to teachers must be ongoing and provide tools needed to prepare all students for state mandated tests, high school completion, and post-secondary education.

III. IMPLEMENTATION

Services will be provided starting July 1, 2024 - June 30, 2025 (these dates may be adjusted pending the timeline for board approval). Onboarding, professional development, and technical support will be provided throughout the duration of the service window beginning July 1, 2024 with our year round elementary school and concluding June 30, 2025.

IV. REQUIREMENTS

The vendor shall review the Requirements in the table below. Proposals will be accepted that meet the minimum specifications, performance requirements, terms, and conditions identified here. The following areas of support must be addressed in your proposal as it pertains to the District Benchmark and Formative Assessment Services and professional development. The vendor may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response below. The vendor shall not add or delete rows in this attachment, or change the order of the rows in the tables.

IVa. Requirements		Included in Bid?
10	District Benchmark and Formative Assessment General Requirements	Yes or No
	A general description of the Vendor’s capabilities and capacities related to professional development, administration of online assessments, scoring, data processing, reporting, and psychometric activities shall be included. Responses must demonstrate that the Vendor meets, at a minimum, the mandatory qualifications presented at the beginning of this component. The description shall also identify the number of employees in the company and the company’s location(s), including any presence in North Carolina. The overall capacity of the Vendor’s organization(s) and the resources that it will commit for the project (by name and role in the project) shall be provided.	Yes or No
	The vendor will create a customized plan that includes timelines for professional development and support that includes recommendations for training of OCS principals, school test coordinators, technical onboarding assistance, online job-embedded resources, and easy online access to chat with support professionals. Please make sure that plan addresses professional development by elementary, middle and high school divisions.	Yes or No
	Respondent representatives shall, in a timely manner, work regularly with district/school personnel to answer all questions regarding the production of financial matters about the individual services required.	Yes or No
	A local and/or toll-free phone number(s), live chat, and/or email address(es) for OCS’s access to Respondents representative(s). Respondents shall respond to all requests/telephone calls to include personalized customer service and technical support.	Yes or No
20	District benchmark and Formative Assessment Alignment to (NCSCOS) North Carolina Standard Course of Study	Yes or No
	The program includes questions aligned to the rigor and demand of the North Carolina Standard Course of Study academic standards in an online or paper format similar to EOC/EOG assessments	Yes or No
	The program includes question types that represent all Depth of Knowledge (DOK) Levels	Yes or No
	Benchmark assessments will be created by the vendor using new items and passages during each assessment window that is customizable to district-determined content and aligned pacing.	Yes or No
	Contains the ability to identify student mastery of a given North Carolina academic standard through reporting using a built-in generator directly after the administration of benchmarks and assessments. Reporting is standards based.	Yes or No

30	Testing Administration	Yes or No
	The formative benchmark assessments that are developed by the vendor will be administered to students in grades 3-8 in Reading, Math as well as 5th and 8th Grade Science, two to three times each academic year and to students enrolled in Math I, Math III, English II and Biology twice each semester, for a total of four assessments each academic year.	Yes or No
	Common formative assessments can be developed by district and school teams	Yes or No
40	Testing Quantities and Appropriate Items	Yes or No
	Assessments mirror NC End of Grade and End of Course assessments requiring students to select answers through various question types including multiple-choice, numeric entry, constructed response, text replacement, technology-enhanced items such as graphing and text manipulation, drag and drop, targeted drop, item sets and multi-select.	Yes or No
	The program includes text-to-speech tool, which includes the reading of science and mathematical equations, formulas, graphs, and other tasks and internal items.	Yes or No
	The program includes grade level and subject area appropriate online tools (calculator, highlighter, answer eliminator, ruler, magnifier, color contrast, etc.)	Yes or No
	The vendor shall be responsible for providing and developing appropriate items in sufficient quantities to produce an appropriate number of tests.	Yes or No
	The vendor must provide blueprints that identify the number and types of items used to measure the targeted content standards. The vendor must also provide information regarding item characteristics (e.g. difficulty, discrimination, cognitive demand, etc.) must be provided for each formative summative assessment given.	Yes or No
	All tests will become the property of the Orange County Schools	Yes or No
50	Assessment and Data Reports	Yes or No
	Utilizes a management tool that can be used to group students based on mastery of academic standards and assessment performance. Preferably student mastery is indicated on reports using North Carolina specific performance levels (1-5)	Yes or No
	Predictability values are generated with each of the Benchmarks reflected in the student and district reports	Yes or No
	The vendor shall have a mechanism to disaggregate all formative and benchmark assessment data by student groups to include subgroup demographics	Yes or No
	The vendor shall provide OCS and selected technical advisors with a secure, password-protected web-based system to analyze the assessments processes and the resultant data. OCS shall have access to and oversight of all aspects of online performance during the data collecting windows and access to captured data after the data collection windows close.	Yes or No
60	Testing Accommodations/504/IEP's/ Etc.	Yes or No
	The vendor shall accommodate the assessment of students with disabilities (SWD) and students with an established 504 plan. OCS plans to use the student's IEP to identify appropriate accommodations for individuals that need them. <ul style="list-style-type: none"> ·Allowable and non-allowable accommodations shall be identified in publications provided by the vendor. ·Current accommodated materials include large print forms, 	Yes or No

	teacher-read directions, and Read Aloud Forms (oral scripts that are exact copies of the test to be read aloud to students with reading accommodations).	
	All students must have access to required testing accommodations for both online and/or paper-based assessments.	Yes or No
	Accommodations options accessibility and availability. (i.e. calculators, read-aloud features, headphones, dictation to scribe, closed captioning, dictionary use, enlarged print, etc.)	Yes or No
70	Scoring and Assessment Data Integration Capabilities	Yes or No
	Preferred integration with Canvas and Powerschool (Infinite Campus after July 1, 2024). The program allows for exporting of test results to upload into the district Student Information System (SIS), Powerschool/Infinite Campus.	Yes or No
	The program allows for district personnel and/or teachers to create and save assessment items that may be included in the district and/or teacher created assessments	Yes or No
	Includes the ability for teachers to collaborate and share customized assessments with colleagues.	Yes or No
	Vendor shall describe how the product handles authentication and authorization, including single sign on capabilities	Yes or No
	Vendor shall describe how the product handles account creation, additions and deletions for both student and staff users	Yes or No
	Vendor shall describe how administrative functions are separated into different roles such as district, school, teacher, etc.	Yes or No
	Vendor shall describe in detail all system and network requirements	Yes or No
80	Service Level Agreement	Yes or No
	The solution's environment must be Family Education Rights and Privacy Act (FERPA) compliant.	Yes or No
	OCS requires that all data collected, analyzed, and/or disseminated by the solution remain the sole property of and for the exclusive use of Orange County Schools	Yes or No
	Vendor shall describe how they ensure security of OCS data and provide supporting documentation if applicable	Yes or No
	Vendor will monitor the platform's performance and uptime. Reporting to district-level staff of any outages.	Yes or No
	The SLA must include consequences for not meeting service level obligations (such as credit, reimbursement, or termination of contract).	Yes or No
	Vendor must include a Disaster Recovery plan	Yes or No
90	User Interface	Yes or No
	Age Appropriate Updated Graphics / Gamification	Yes or No
	Easy and intuitive navigation for students and teachers	Yes or No
100	Third-Party Data Integration	Yes or No
	The vendor will have to meet either (preferred) NCDPI Third Party Data Integration or OCS Data Confidentiality and Security . Please submit with proposal vendor's data security compliance plan.	Yes or No

ADDITIONAL CRITERIA

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

Criteria	Yes	No
District officials, school based leaders, teachers, and support staff, etc. are able to develop and share common formative assessments using the most essential standards		
Research is included that demonstrates the effectiveness of the resource		
Item banks reflect cultural relevance (i.e., Students see diverse representations of themselves in the literature, problems, tasks, etc.)		
Resource engages families in communication about student learning and progression of skills		

Testing Security and Scoring Reports

Reports	District	School
Item Analysis		
Standards Analysis		
Class and School Summary Reports		
Demographic Summary Report		
Student Data File (post to secure file transfer site)		
Performance Level Report		
Formative Assessment Score Report (indication of performance based on OCS pacing documents and excluding areas not yet explicitly taught)		

Payment and Financing

Vendors are required to complete an incremental pricing proposal (per phased in implementation) spreadsheet (MS Excel Format) and submit the completed spreadsheet as part of its response.

IVc. OFFICIAL BID PRICE SHEET

All annual costs for the proposal should be calculated using the numbers below. The following tables are based on Spring 2024 student enrollment which provides information on the expected number of test takers each year.

Table A - Number of Students for ELA, Mathematics, and Science Assessments for 3-8 by grade

Grade	Student Count	Unit Cost	Extended Cost
Grade 3	525		
Grade 4	525		
Grade 5	565		
Grade 6	550		
Grade 7	525		
Grade 8	550		
Total	3,240		\$

Table B - Expected number of test-takers each year for Math I, Math III, English II, and Biology

Subject	Student Count	Unit Cost	Extended Cost
Math I	525		
Math III	600		
English II	640		
Biology	650		
Total	2415		\$

***Bidders should show unit prices but are requested also to offer a lump sum price.**

Not: These numbers should be used as estimates for the expected number of test-takers in the different assessments.

GRAND TOTAL: \$ _____

Proposal Cover Page

IVd. VENDOR INFORMATION

Name and Title

Company Name _____ Date _____

SUBMISSION COVER SHEET AND CONFIGURATION SUMMARY

By my signature below, I hereby represent that I am authorized to and do bind the vendor to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions outlined in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the General Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in vendor selection for approval. I further certify that

_____ is an authorized dealer in good standing of the products/services included in the proposal submitted in response to the RFP.

Authorized Signature

Date

Printed Signature

CONFIGURATION SUMMARY

The vendor must provide a summary of the main component of services offered in this proposal using 100 words or less

IVe: VENDOR REFERENCES

Vendors shall provide at least (3) references, for similar size and scope projects, for which comparable services and supplies have been provided. One (1) of these references must be public school districts in North Carolina.

Reference #1:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

Reference #2:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

Reference #3:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	

Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

IVf. RUBRIC FOR EVALUATION

Scoring of individual items within categories	Score	Response Descriptions
Excellent	5	Clearly states how requirements or criteria will be satisfied comprehensively with sufficient detail and specifics. (Overall, quality, and organization of response to the specific item are excellent.)
Good	3	States how the majority of requirements or criteria will be satisfied but has a few unexplained gaps; missing details; and/or inconsistencies. (Overall, good response but could have been clearer compared to others.)
Unsatisfactory	2	States how the majority of requirements 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 requirements 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.

IVg. VENDOR SCORECARD

Category/Criteria	Score Weight	Points Awarded
<p>Product, Service Capabilities, Relevance, Reports, Reporting flexibility, and customizable alignments to NC Standard Course of Study.</p> <ul style="list-style-type: none"> • Demonstration of high quality assessment content that represents all levels of Webb’s Depth of Knowledge (DOK), adheres to all testing guidelines and addresses multiple content standards. Reporting features adequately meet the needs of teachers, administrators, and district personnel. 	.30	
<p>Vendor provides evidence of solutions to districts similar in size and scope including but not limited to:</p> <ul style="list-style-type: none"> • Qualifications, experience, support plan, online modules, documentation, pilot trial accounts, oral presentations. 	.25	
<p>Platform costs and pricing are clearly explained in detail.</p>	.20	
<p>Integration, implementation, and training plan.</p> <ul style="list-style-type: none"> • Demonstrates a thorough project-plan with timelines for integration and fully implemented deadlines. 	.15	
<p>Conformity to Technical Standards and Technical Fit to OCS computing environment.</p> <ul style="list-style-type: none"> • Addresses hardware and tool requirements. Provides robust, customizable, adaptable solutions. Addresses full solution requirements. 	.10	

V. Evaluation and Award

Evaluation Process

OCS reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities. No statutory bidding requirements apply to this RFP. OCS has chosen to issue an RFP because it anticipates that a competitive process will facilitate the selection of qualified service providers to provide excellent services at fair prices for OCS. OCS reserves the right not only to accept or reject any specific proposal, but also to reject all proposals and either repeat the process or enter into direct contract negotiations with any one or more contractors, including contractors who have not previously submitted proposals. OCS further reserves the right to initiate contract negotiations with any individual contractors at any time before, during, or after the proposal process. Contractors may be invited to resubmit proposals or to enter into direct contract negotiations with OCS with respect to either all or part of the services described in the attached contract. OCS further reserves the right to restrict the invitation to submit proposals to any predetermined group of contractors and/or to exclude any individual contractors from the proposal process. Any and all decisions by OCS to accept or reject proposals, repeat the process, enter direct negotiations with one or more individual contractors, restrict the invitation to submit proposals to a predetermined group of contractors, and/or exclude one or more individual contractors from the proposal process shall be final and not subject to further review.

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 2024/2025 school year implementation (July 1, 2024 - June 30, 2025; these dates may be adjusted pending the timeline for board approval) 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 above.

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 above. 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.

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.

*Any of the requirements listed in the RFP - OCS has right to waive in the best interest of the school system in review of the submission

Contract Specifications

No vendor shall be authorized to provide services without first signing a contract with OCS. While some contract terms may be negotiable, the terms listed below are non-negotiable. By submitting a Proposal, each Vendor certifies that it will consent in substance to the following terms in the event it is offered a contract.

1. Insurance. At all times throughout the term of this Contract and for all employees or agents who provide services under this Contract, Provider shall maintain (a) One Million Dollars (\$1,000,000) in general liability insurance; (b) One Million Dollars (\$1,000,000) in cyber liability insurance; and (c) workers' compensation insurance in the required statutory amount(s). Provider shall furnish to the OCS certificates of insurance demonstrating the existence of such coverage prior to the commencement of services and shall provide the OCS with at least ten (10) days' notice prior to expiration or cancellation of any such coverage. Failure to furnish insurance certificates or to maintain any insurance coverage required under this Contract shall be deemed a default and shall be grounds for immediate termination of this Contract.
2. Records Maintenance; Monitoring and Auditing. Provider shall maintain accurate written documentation of all services provided, including any documentation required by any applicable federal, state and local laws and regulations, and shall make such documentation available to OCS and its agents and employees (including but not limited to its attorneys and financial auditors) upon request. Provider shall cooperate with any efforts on the part of OCS to monitor, audit, oversee, or investigate activities related to this Contract. OCS and its representatives will maintain the confidentiality of any identified and actual trade secrets of Provider that may be accessed during an audit or investigation of services provided under this Contract.
3. Confidentiality of Student Information. Provider will maintain the confidentiality of student information in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99, other applicable state and federal laws, all applicable Board of Education policies, and the terms of the attached Data Confidentiality and Security Agreement, which is attached hereto and incorporated by reference as a part of this Contract. Provider acknowledges that this Contract and the attached Data Confidentiality and Security Agreement govern Provider's maintenance and use of any confidential student data shared with it by OCS but does not give Provider any right to access any such information.
4. Sex Offender Registry Checks. Provider acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school and shall ensure compliance with this statutory requirement by its owners, officers, agents, employees, and subcontractors at all times during the term of this Contract. Provider shall conduct sexual offender registry checks on each of its owners, officers, agents, employees, and subcontractors who will engage in any service on or delivery of goods to OCS property where students are present, except that such registry checks shall not be required for

individuals whose presence on OCS property or events is limited to the delivery or pick-up of equipment, materials, or supplies at the administrative office or loading dock of a school. Such registry 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 Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on a form provided by OCS that said registry checks were conducted on all Contractual Personnel subject to this requirement within thirty (30) days of the execution of the Contract and prior to performing any services on School System property and shall renew such certifications annually. Provider shall also provide a supplemental certification form for each of its employees subject to this requirement on a quarterly basis throughout the contract term. Failure to comply with the terms of this provision shall be deemed a material breach and grounds for immediate termination of this Contract.

5. **Criminal Background Checks.** At its sole expense, Provider shall conduct criminal background checks to ensure that none of its owners, officers, agents, employees, or subcontractors who will provide services on OCS property has been convicted or pleaded guilty or "no contest" to any felony or to any crime, whether felony or misdemeanor, involving any type of physical or sexual abuse of a minor. Such checks shall be conducted on each individual who is asked to provide services to or in physical proximity to OCS students or prior to the commencement of services. If requested by OCS, Provider shall also provide sufficient background information regarding any or all contractual personnel who may perform services under this Contract in order to allow OCS to perform additional criminal background checks on any such individual at any time at OCS's expense. Failure to comply with the terms of this provision shall be deemed a material breach and grounds for immediate termination of this Contract.
6. **Relationship of Parties.** Provider shall be an independent contractor of OCS. Nothing in this Contract shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of OCS.
7. **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider 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. Provider 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. Provider 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. Provider is also responsible for providing affordable health care coverage to all of its full-time employees providing services to OCS in accordance with federal law.

General Terms and Conditions

By submitting a proposal, each vendor understands that all bids are subject to the following 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. **EXECUTION:** Failure to sign under EXECUTION section will render the bid invalid.
3. **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.
4. **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 from 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.
5. **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.
6. **AWARD OF CONTRACT:** 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.
7. **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.
8. **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.