



MARIETTA CITY SCHOOLS
Grant Rivera, Ed.D, Superintendent
250 Howard Street
Marietta, GA 30060
(770) 422-3500

NOTICE FOR IFB/RFP/RFQ

World Language Instructional Program

IFB/RFP/RFQ #: 78570-25-01

MATERIAL OR SERVICE: Grades 6-12 World Language Instructional Program

DUE DATE: 12/11/2024 no later than 9:00 am (Time/Date Stamp)

OPENING LOCATION: Marietta City Schools Central Office
250 Howard Street
Marietta, GA 30060

This solicitation may be obtained by emailing a request to Shunte Blue at SBlue@marietta-city.org. Any interested firms without internet access may obtain a copy of this solicitation during regular business hours at Marietta City Schools Central Office, 250 Howard Street, Marietta, GA 30060. If you experience any problems receiving this solicitation, please call (770) 422-3500 or email Shunte Blue at SBlue@marietta-city.k12.ga.us.

WORLD LANGUAGE INSTRUCTIONAL PROGRAM

SPECIAL NOTE TO PROPOSERS

Be sure your name, address, telephone number, email address, and fax number have been recorded with the School System so you will receive copies of any amendments or additions to these Proposal Specifications.

In addition, all requests for additional information must be made in writing and emailed to JHernandez@marietta-city.k12.ga.us. To allow all proposers to use the same information, requests for information will not be honored after December 3 at 5:00 pm.

Responses Due: 12/11/2024 no later than 9:00 am

Proposals will be received at: Marietta City Schools
Central Office
250 Howard Street
Marietta, GA 30060

Marietta City Schools will receive proposals for the material or services specified at the above-specified location until the time and date cited.

All other information contained in the proposal shall remain confidential until the award is made. If you need directions to the Central Office, please call (770) 422-3500.

Proposals shall be in the actual possession of the Marietta City Schools, at the location indicated, on or before the exact time and date indicated above. Late proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the Firm's name and address indicated on the envelope and the following statement in the lower left-hand corner of the envelope: Request for Proposal: Grades 6-12 World Language Instructional Program. All proposals must be written legibly in ink or typewritten. MCS also requests a sample of resources for Spanish and French grades 7, 8, and high school level I, II, III, AP, and IB. Additional instructions for preparing the proposal are provided herein.

Two hard copies of proposals are requested, one marked original. One digital copy of the proposal is requested on a flash drive, marked with the vendor's name, and a sample of resources for Spanish and French grades 7 and 8 and high school levels I, II, III, AP, and IB.

Fax, e-mail, or other electronic proposals will not be accepted.

Marietta City Schools reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire bid to one bidder or multiple bidders or to make awards by group or location, whichever is in the best interest of Marietta City Schools; hereafter referred to as "MCS", except where noted for clarity.

Bidders are strongly encouraged to carefully read the entire Request for Proposal, instructions, and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in the rejection of the bid.

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INTRODUCTION

Marietta City Schools (MCS) is one of Georgia's first Charter School Systems and the first International Baccalaureate (IB) World School District. It serves 8,900 students at one preschool program site, eight elementary choice schools, one of which is a Science, Technology, Engineering, and Mathematics (STEM) Certified Magnet school; one sixth-grade school and one middle school (7/8) recognized as a Georgia Lighthouse School to Watch (2012, 2015) – both offering STEM Certified Programs and one high school. The school district has approximately 1,200 employees who are regularly recognized among the best in the state and nation.

As an IB World School District, MCS offers the optional IB Primary Years Program for grades K-5, the IB Middle Years Program for all students in grades 6-10, and the IB Diploma Program and Career-Related Program as an option for high school students in grades 11-12. It is one of only a few school systems nationwide able to provide the full IB (K-12) continuum. MCS is also home to one National Blue Ribbon School: Marietta Center for Advanced Academics; one National School of Excellence: A.L. Burruss Elementary; and five Georgia Schools of Excellence: A.L. Burruss Elementary, Marietta Center for Advanced Academics, West Side Elementary, Marietta Middle School, and Marietta High School.

This Request for Proposal (RFP) seeks applicants who can provide a comprehensive, research-based, and evidence-based secondary world language curriculum program (Spanish and French) that will ensure all Marietta City School District's teachers and grades six through twelve students have access to the most effective, culturally inclusive, and highest quality curriculum and instructional resources aligned to the research in second language acquisition. The RFP includes detailed requirements for all proposal submissions.

Marietta City Schools has issued this Request for Proposal; hereafter referred to as "RFP", except where noted for clarity, for the purpose and intent of obtaining bid responses from licensed, qualified firms to provide a Grades 6-12 World Language Instructional Program including options for student textbooks, student workbooks, teacher editions, any supplemental resources, and technology resources. Curriculum resources for Spanish and French should include grades 6-8 exploratory courses and high school levels I, II, III, AP, and IB.

Marietta City Schools reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire bid to one bidder or multiple bidders or to make awards by group or location, whichever is in the best interest of Marietta City Schools; hereafter referred to as "MCS", except where noted for clarity.

Marietta City Schools is an equal-opportunity employer.

All questions concerning this RFP should be directed to Dr. Jennifer Hernandez, Executive Director Office of Academic Achievement, Marietta City Schools. **All inquiries must be in writing and emailed to JHernandez@marietta-city.k12.ga.us**

MINIMUM QUALIFICATIONS

- Each bidder should provide evidence of a current, valid Georgia Business License with each bid submittal. A photocopy of your business license is acceptable.
- Bidders shall also submit the completed “Georgia Security and Immigration Compliance Act OCGA 13-10-90” document.
- Bidder is required to follow guidelines for NIMAS compliance (refer to SCOPE OF WORK AND SPECIFICATIONS).

CALENDAR OF EVENTS

ACTION	DEADLINE
Issuance of RFP	November 18, 2024
Bid submission deadline	December 11, 2024, 9:00 A.M.
Recommendation to Board of Education	February 11, 2025 (tentative)
Notice to Proceed	February 12, 2025

INSTRUCTIONS

1. Proposals shall be enclosed in a sealed envelope, addressed to the Executive Director of Academic Achievement with the name and address of the bidder, the date of the bid closing, and the invitation description on the face of the envelope. Only one sealed bid may be submitted in each envelope. If you are submitting more than one bid, a separate envelope must be used for each bid. MCS is also requesting a sample of resources for kindergarten and grade three which can be dropped off or shipped to Marietta City Schools' Central Office 250 Howard Street Marietta, GA 30060.
2. All proposals must be either typewritten or filled in with pen and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the bid must initial corrections or changes on any document. Bidders will not be allowed to modify their proposals after the designated closing date and time.
3. Bidders should provide all of the information required on all forms and shall sign the Standard Terms and Conditions.
4. The bid conveyed by this bid shall remain open pending award for a period of 150 days/5 months from the date of opening to allow time for review, recommendation, and approval by the Marietta City Board of Education.
5. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, may be treated as non-responsive and may not be considered for award.
6. In the event there is a discrepancy between the unit price and the extended price, the unit price shall govern.
7. Any reference to quantities or dollar amounts is provided as an estimate only and shall not serve to obligate MCS to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the bidders are required to furnish.
8. Proposals containing provisions for late or interest charges will not be considered.
9. Prepayment and/or progress payment requirements contained in responses will be treated as non-responsive and will not be considered.
10. MCS reserves the right to amend this RFP before the due date.
11. Any contract awarded pursuant to this RFP will be awarded to the most responsive and responsible bidder who provides the bid that is within the budget parameters for the project and whose bid response meets the requirements and criteria set forth in this RFP.
12. Purchases of the Marietta City Schools are not subject to sales taxes. Tax-exempt certificates will be furnished upon request.

STANDARD TERMS AND CONDITIONS

1. The vendor will provide a Grades 6-12 World Language Instructional Program (Spanish and French). The program should include:
 - a. Grades 6-8 exploratory courses and high school levels I, II, III, AP, and IB Teacher Editions (hardcopy and digital access) and supplementary resources (physical and digital if applicable)
 - b. Grades 6-8 exploratory courses and high school levels I, II, III, AP, and IB Student Editions—journal/workbooks to guide instruction (hardcopy and digital access)
 - c. A rigorous, vertically aligned Spanish and French instructional program that utilizes reading, writing, speaking, and listening
 - d. Complete units of instruction with instructional resources that include detailed lesson resources with pedagogical guidance
 - e. Cohesive learning units that build conceptual understanding and relate to real-world applications
 - f. Materials are culturally relevant and include culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities
 - g. Built-in differentiation with recommendations for reteaching and extension opportunities for students
 - h. Resources and guidance to address the needs of special populations: Multilingual Learners, Students with Disabilities, Dual Language Immersion Learners (DLI Spanish), Gifted Learners, and Native Speakers of Spanish
 - i. Authentic, comprehensive, and aligned formative and summative assessment materials
 - j. Editable assessments
 - k. Dynamic software, including but not limited to individual and collaborative engagement with print and visual texts

PROFESSIONAL DEVELOPMENT SERVICES

1. The vendor will provide the option for teacher development support to district leaders, school leaders, and teachers to support implementation. Teacher support services could include:
 - a. Support accessing curriculum resources, including assessments, resource banks, and supplemental instructional materials for the aforementioned items
 - b. Possible pre-service training for new and returning teachers and leaders to build content knowledge and instructional capacity in the aforementioned topics
 - c. In-service content training to build instructional capacity and content knowledge throughout the year, including but not limited to, best practice strategies for instruction and data review

ADDITIONAL INFORMATION

2. The vendor will provide information about how the digital product interfaces with Learning Management Systems (LMS), specifically Schoology.
3. In order to comply with MCS policy, the awarded vendor's employees are required to sign in at each location and document their visit to the school. The employee(s) shall be required to display a positive identification badge on his/her person at all times when inside any Marietta City Schools facility.
4. The awarded vendor is required to provide MCS with schedules for work at the designated school location(s) two weeks prior to the beginning of the actual work or contract term. If necessary, the awarded vendor must be willing to meet with MCS personnel to ensure that the school locations can be serviced at the times specified.
5. The awarded vendor is required to notify the designated MCS contact one week in advance of any days that services will not be performed.

6. The awarded vendor must perform research on missing and disputed items at no charge. This research must be completed within 24 hours of the request. If the 24-hour deadline cannot be met, the vendor must inform the designated MCS contact of the reason for the delay and an expected time that the information will be received.
7. All services must be provided in a good and workmanlike manner.
8. All proposals submitted shall be in accordance with the terms of this Marietta City Schools RFP and the laws of the State of Georgia.
9. Successful bidder shall be required to supply an original invoice and to reference all invoices to the proper authorization order number. No invoice will be processed for payment until all contractual obligations have been met.
10. All invoices and/or financial correspondence shall be directed to the Chief Financial Officer, MCS.
11. Invoices must be for the actual work completed. The invoice must itemize each location and date(s) of service.
12. **PROOF OF INSURANCE** - The successful bidder shall supply MCS proof of insurance for automobile, workers' compensation, and general liability. Standards limits are \$1 million per occurrence with a \$3,000,000 aggregate for liability and a \$1,000,000 for Automobile Liability. Workers' compensation with statutory limits with Employers Liability at \$1m/\$1m/\$1m. Bidder/supplier must have an affirmation of grant coverage for sexual abuse/molestation with MCS as an additional insured for acts committed by vendor employees. The contractor must maintain insurance coverage for the duration of the contract with MCS, including all renewals. The contractor shall furnish to MCS a certificate of liability insurance evidencing required coverage, naming the Board of Education of the City of Marietta, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without ten days advance written notice to MCS. Said policies will remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the contractor, whichever will occur later.
13. Supplier hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless members of the Board of Education (BOE), MCS, and its officers, agents, and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of Supplier, its agents, employees, subcontractors, or others working at the direction of Supplier or on its behalf; or due to any breach of this contract by Supplier; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Supplier, its agents, employees, subcontractors, or others working at the direction of Supplier or on its behalf.
 - a. As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.
 - b. This indemnification extends to the successors and assigns of the Supplier, and this indemnification and release survives the duration of his contract, the termination of this contract, and the dissolution or, to the extent allowed by law, the bankruptcy of the Supplier.
 - c. Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss, or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.
14. If applicable, the successful bidder shall be required to furnish and pay for satisfactory Performance and Payment Bond(s) in the amount of 100% of the contract amount. These bonds are to be executed by a surety company licensed to do business in the State of Georgia.

15. This project will be awarded subject to the availability of funds.
16. MCS reserves the right in its sole and complete discretion to reject any or all proposals and to waive technicalities and informalities. MCS anticipates that the contract will be awarded to the most responsive and responsible bidder who provides the bid that is within the budget parameters for the project and whose bid response meets the requirements and criteria set forth in this RFP. In judging whether the bidder is responsible, MCS will consider, but is not limited to consideration of the following:
 - a. Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any State or Federal agency, department, or authority.
 - b. Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract.
17. MCS reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
18. MCS reserves the right to request clarification of information submitted and to request additional information from one or more proposers.
19. MCS reserves the right to require a financial statement and/or Dun and Bradstreet rating from any supplier(s) who submits a proposal. The supplier(s) must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.
20. MCS reserves the right to (i) reject any and all proposals in their entirety, for any reason, (ii) award the contract to the most qualified applicant as determined solely by MCS at its discretion, and/or (iii) if the selected bidder does not execute a contract within 30 days after the award of the bid, MCS will award the contract to another independent review vendor.
21. The acceptance of a bid may be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by MCS and shall contain, at a minimum, applicable provisions of this RFP. MCS reserves the right to reject any agreement that does not conform to this RFP and any MCS requirements for agreements and contracts.
22. MCS assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid.
23. All proposals submitted become the property of MCS.
24. MCS standard terms for payment will be Net 30 days from the date of delivery of goods or services, or the date of receipt of correct invoice, whichever is later. All payments will be made in accordance with MCS's policies and procedures. MCS does not pay interest, late fees, or attorneys' fees.
25. **BID PROTEST:** This bid protest procedure applies to challenges to the awarding of proposals or contracts by MCS. If the protesting party does not submit a bid, the protest must be submitted prior to the date of the bid opening, or prior to the date on which the bid is due to be received by the Board. Any protests received after those dates will not be reviewed and considered and will be dismissed as untimely.
26. **DEBARRED, SUSPENDED, AND INELIGIBLE STATUS.** Supplier certifies that the supplier and/or any of its subcontractors (if applicable) have not been debarred, suspended, or declared ineligible by an agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. The supplier will immediately notify MCS in writing if the supplier is debarred by the State of Georgia or placed on a Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. C.F.R. Section 180.300 requires that when MCS enters into a covered transaction with an entity at a lower tier, the School District must verify that the entity is not suspended, debarred, or otherwise excluded. "Covered transactions" include those procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000. Furthermore, grantees and sub-grantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded. By signing this contract, you are affirming that neither you, the Supplier, nor any principal of the Supplier are at the date of your signature suspended, debarred or otherwise excluded.
27. **NON-COLLUSION.** The supplier, by affixing its signature to this solicitation, certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. The supplier understands that collusive bidding is a violation of State and Federal law and can result in fines,

prison sentences, and civil damage awards.

28. OBLIGATION TO MAINTAIN CONFIDENTIALITY. Supplier acknowledges that some material and information which may come into its possession or knowledge in connection with the RFP, or the performance hereof, may consist of confidential and private information of MCS, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Supplier therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for the performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Supplier hereby expressly agrees to immediately remove any subcontractor or any of Supplier's employees from performing any work in connection with this contract upon MCS giving notice to Supplier that MCS reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract. Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, as defined under O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 U.S.C. §1232 (g), 45 CFR § 741.6(c)(3), 45 CFR §84.14(d) and 20 U.S.C. §§ 1400-1491. Supplier acknowledges that confidential information includes, but is not limited to, employee data, educational records, information relating to health records, physician and provider notes, medical bills, claims, and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Notwithstanding the foregoing, this agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

29. Records Retention - The supplier must retain all books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to MCS throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

30. TERMINATION

- a. MCS reserves the right to terminate the contractual relationship with the Supplier at any time without cause and penalty on 30 days written notice to the Supplier. MCS shall pay the supplier for the work performed prior to the date of notice of termination. Supplier shall not be paid for any work performed or incurred after the receipt of the notice of termination, nor for costs incurred by its suppliers. In addition, MCS may terminate the contract with Supplier in the event Supplier breaches any of its duties and obligations under this contract and Supplier fails to cure such breach within thirty (30) days after receiving notice from MCS specifying the breach.
- b. The rights and remedies of MCS as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- c. To terminate the agreement pursuant to O.C.G.A. § 20-2-506, MCS must give notice to the supplier at least thirty (30) days prior to the end of each calendar year during the term of this Agreement. Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling MCS' obligations hereunder, MCS may terminate this Agreement by providing thirty (30) days written notice of termination to the supplier. Notice of termination shall include a certification by MCS of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by MCS not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the supplier before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the supplier or the date this Agreement expires on its own terms, whichever first occurs. MCS shall be obligated to make payments to the supplier through the date of termination.
- d. The occurrence of any one or more of the following events shall constitute cause for MCS to declare the Supplier in default of its obligations under the contract:
 - i. The Supplier fails to deliver or has delivered nonconforming goods or services or fails to perform, to MCS' satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Supplier;

- ii. MCS determines that the satisfactory performance of the contract is substantially endangered or that a default is likely to occur;
 - iii. The Supplier fails to make substantial and timely progress toward the performance of the contract;
 - iv. The Supplier becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Supplier terminates or suspends its business; or MCS reasonably believes that the Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - v. The Supplier has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the contract;
 - vi. The Supplier has engaged in conduct that has or may expose MCS to liability, as determined in the MCS' sole discretion; or
 - vii. The Supplier has infringed on a patent, trademark, copyright, trade dress, or any other intellectual property rights of a third party.
 - e. If there is a default event caused by the Supplier, MCS shall provide written notice to the Supplier requesting that the breach or noncompliance be remedied within the period of time specified in MCS' written notice to the Supplier. If the breach or noncompliance is not remedied within the period of time specified in the written notice, then MCS may:
 - i. Immediately terminate the contract without additional written notice; and/or
 - ii. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Supplier including without limitation:
 - 1. offsetting amounts owed by MCS to the Supplier by such charges; and/or,
 - 2. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.
31. **TERM; RENEWAL OPTIONS.** Unless sooner terminated in accordance with Section 35 above, this Agreement be for an initial period of one (1) year. Thereafter, this Agreement shall be automatically renewed for successive periods of one (1) year for up to a total of five (5) years at the prices set forth herein, unless either party shall provide the other party with a written notice to the contrary not less than thirty (30) days prior to any such renewal.
32. **NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT MCS' CONSENT.** Except as may be specifically permitted by the RFP, the Supplier shall not delegate, subcontract, assign, or otherwise permit anyone other than Supplier personnel to perform any of the work and/or provide any of the services required of the Supplier under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of MCS, which consent may be withheld by MCS in its sole discretion. No subcontract, which Supplier enters into with respect to the performance of work and/or provision of services under this Contract, shall in any way relieve Supplier of any responsibility for any performance or obligation required of it by this Contract. Supplier hereby accepts responsibility for ensuring that **all** subcontractors who perform any of the services under this Contract also comply with the terms and conditions of this Contract; and Supplier expressly agrees to indemnify and hold harmless MCS from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Supplier shall give MCS immediate notice in writing by registered or certified mail of any claim, action, or suit filed against Supplier by any subcontractor, and prompt notice of any claim made against Supplier or any subcontractor, which may result in litigation, related in any way to this Contract. Suppliers must notify MCS of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). MCS reserves the right to require that a subcontractor be removed from the contract.
33. **TAXES**
- a. Supplier will timely pay all taxes lawfully imposed upon Supplier with respect to this Contract. MCS makes no representation whatsoever regarding any tax liability of the Supplier nor regarding any exemption from tax liability related to this Contract.
34. **COMPLIANCE WITH LAWS**

- a. Supplier shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State, and Federal Laws, ordinances, rules, and regulations in connection with its performance under this contract.
 - b. Supplier further agrees that in the performance of the contract, it will comply with all laws, regulations, rules, and policies that may apply to public education in general and the operation of MCS in particular.
35. RELATIONSHIP OF PARTIES. This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Supplier shall be deemed an independent contractor, and the employees and agents of the Supplier shall not be deemed to be the employees or agents of
- a. MCS. MCS is not responsible for the payment of any taxes, insurance, or benefits on behalf of the firm's employees.
36. SEVERABILITY. Any section, subsection, paragraph, term, condition, provision, or other part of this contract that is held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any section, subsection, paragraph, term, condition, provision, or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.
37. WAIVERS. The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to the future performance of such obligations and other obligations under this contract.
38. AMENDMENTS IN WRITING. No amendment of any term or condition contained in this contract, including the RFP and Supplier's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive, or order, made or given by any official, employee, or agent of MCS, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Supplier shall not be entitled to rely on any such representation, request, instruction, directive, or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.
39. PARTIES BOUND. This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SCOPE OF WORK AND SPECIFICATIONS

This Request for Proposal (RFP) seeks applicants who can provide a comprehensive, research-based, and evidence-based world language program that will ensure all Marietta City School District's teachers and grades six through twelve Spanish and French students (including grades 6-8 exploratory and high school levels I, II, III, AP, and IB) have access to the most effective, culturally inclusive, and highest quality curriculum and instructional resources aligned to the research in second language acquisition. As an IB World District, MCS is looking for a curriculum resource that embraces the philosophy of the Middle Years Programme (MYP). Additionally, in its consideration process, MCS is looking for a curriculum resource that will support students' successful matriculation into standard and higher-level International Baccalaureate (IB) and Advanced Placement (AP) courses.

The following list of requirements, although extensive, is not exhaustive and is intended to provide interested respondents with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested.

By agreeing to deliver the materials marked with "NIMAS" (IDEA Title I, Part D, sec. 674(e)) on this contract or purchase order, the publisher agrees to prepare and submit a NIMAS file set to the NIMAC that complies with the terms and procedures set forth by the National Instructional Materials Access Center (NIMAC) (IDEA Title I, Part D, sec. 674(e)) within 60 days of request.

The publisher also agrees to markup materials eligible for NIMAS submission that contain mathematical and scientific instructional content by using the MathML modular extension of the DAISY/NIMAS Structure Guidelines, as posted and maintained at the DAISY Consortium website (refer to the latest applicable version).

Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased materials to the NIMAC. The files will be used to produce accessible formats as permitted under the law for eligible students (IDEA Title I, Part B, sec. 612(a)).

Additionally, Marietta City Schools requires digital materials and technologies to be accessible to students, employees, and community members with disabilities. Digital materials and technologies should conform to the standards for accessibility set forth in Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations (36 C.F.R. § 1194). The Revised Section 508 incorporates the Web Content Accessibility Guidelines (WCAG) by reference. Web and non-web content (including websites and documents) is required to conform to the most current version of WCAG at level AA in order to meet Section 508 requirements. Beyond Section 508, additional specifications are defined according to the type of material or the delivery format. Please refer to the attached guidance for additional information on those specifications.

Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR should be based on the latest version of the Voluntary Product Accessibility Template (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website.

The ACR's Remarks and Explanations for each criterion should include an explanation of not only how the criterion is supported, but also how that support was validated and tested. For any criterion that is not fully supported, an explanation of the barriers created by the criterion not being supported should also be included. If the criterion does not apply, an explanation should be provided.

In addition to a current and accurate ACR, priority will be given to product submissions whose conformance is documented through the completion of an independent, third-party audit that does not rely solely on an automated

scan but also includes manual testing. If the ACR is completed by a third party and includes verification of manual testing, that ACR can serve as the independent audit.

Updated documentation, including an assurance of continued compliance, should be provided on an annual basis, or whenever a significant product update takes place.

SELECTION CRITERIA

The Board of Education of the City of Marietta reserves the right to make its vendor selection based on what it deems to be in the best interest of the school system. The proposal neither obligates the Board of Education of the City of Marietta to award a contract nor commits the Board to pay any cost that might be incurred by any company, entity, or individual in responding to this request.

The successful vendor is anticipated to be approved and announced at the February 2025 Marietta City Schools BOE public meeting.

The selection of vendors will be based on the following standards:

PROPOSAL CRITERIA

- Proposal submitted on time.
- Proposal requirements met as detailed in the Standard Terms and Conditions, Professional Development Services, and Additional Information sections.
- Service requirements are met as detailed in the SCOPE OF WORK and SPECIFICATIONS sections.

COST

- Determination based on price proposal in Bidder Response Sheet and Bidder Response Form.
- Include overall costs for the entire program for 6 years, including but not limited to curriculum, instructional resources, materials (hard copy and digital), guides, interventions, assessments, professional development, and related materials, program setup, and delivery service.
- Note cost differences between two, four, and six years in length of the contract.

Marietta City Schools is requesting an alternate add-on for the RFP submission with pricing.

- Pricing should include all courses referenced in the RFP.
- In addition, pricing for Spanish and French high school levels I, II, and III only as a core bundle with separate options to purchase for the following:
 - Spanish and French elective courses in grades 6, 7, and 8
 - IB SL and HL
 - AP

BIDDER RESPONSE SHEET – (Grades 6-12 World Language Instructional Program)

(Insert table depicting the cost information being solicited)

Item #	Description	Unit Cost
1	Core Bundle (Spanish and French high school levels I, II, and III)	
2	Spanish and French elective courses in grades 6, 7, and 8	
3	IB SL and HL	
4	Advanced Placement (AP)	
5	Total (All Items)	
Total		

Signature

Company Name

Date

Company Address

Company Phone

.....

Accepted and Signed: _____

Grant Rivera, Ed.D
Superintendent of Schools
Marietta City Schools
250 Howard Street
Marietta, GA 30060

BIDDER RESPONSE FORM

We propose to provide and deliver any and all of the deliverables and/or services named in the attached RFP for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all specifications, terms, and conditions contained in the RFP, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by Marietta City Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Marietta City Schools.

It is understood and agreed that we have read Marietta City Schools' specifications shown or referenced in the RFP and that this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such Marietta City Schools' specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this bid shall be valid and held open for a period of 150 days/5 months from the bid opening date.

- Pricing should include all courses referenced in the RFP (in total).
- In addition, pricing for Spanish and French high school levels I, II, and III only as a core bundle with separate options to purchase for the following:
 - Spanish and French elective courses in grades 6, 7, and 8
 - IB SL and HL
 - AP

Bidder Name: _____

Authorized Signature _____

Print Name _____ Date _____

BID SIGNATURE AND CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, Contractor, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name _____