



ENGAGE. CHALLENGE. INSPIRE.

REQUEST FOR PROPOSALS

Orange County Schools (OCS) K-12 Mathematics Core Curriculum

Refer ALL Inquiries no later than **March 14, 2025 at 12:00 p.m. Eastern Standard Time (EST)** in writing to Dr. Chris Gammon

Email: chris.gammon@orange.k12.nc.us

CLOSING DATE: Submit electronically to OCsmathcurriculum_RFP@orange.k12.nc.us
BY March 24 at 12:00 p.m. (EST)

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 K-12 Mathematics Core Curriculum”**
- All proposals must be submitted in electronic format only via email to: **OCSmathcurriculum_RFP@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 K-12 Mathematics Core Curriculum”**
- 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.

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 approximately 7,250 students of which, 3,145 are in elementary (K-5), 1,645 are in middle (6-8) and 2,490 are in high (9-12). Serving almost 7,250 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.

The objective of this Request for Proposal (RFP) is to contract with a qualified vendor that will provide K-12 core instructional materials in mathematics that will support the district's academic goals, align with state standards, and engage students in rigorous and meaningful mathematical learning.

Proposals must support effective teaching and learning of all learners in all classrooms in Kindergarten through Grade 12. Vendors with resources that address various needs ranging within K-5, 6-8, and 9-12 are also welcome to submit proposals. Vendors shall demonstrate how they will meet each requirement. OCS seeks curricular materials and approaches that are:

- Aligned to the North Carolina Standard Course of Study (NCSCOC)
- Culturally responsive
- Explicitly support English Language Learners, students with disabilities, and students in need of additional intervention
- Allow for enrichment and acceleration

The selected materials must be comprehensive, research-based, and user-friendly for teachers and students alike. The selected materials must be tailored for immediate teacher implementation aligned to the grade appropriate academic needs of K-5, 6-8, and 9-12 grade students with a component of professional development and coaching for successful implementation and sustainability. OCS will consider multiple curriculum material products for different grade spans (K-5, 6-8, 9-12) and courses for standard alignment and to best meet the needs of the students.

III. IMPLEMENTATION

Services will be provided starting Spring/Summer 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 Summer 2025 with our year district and school based leaders, teachers and support staff and concluding in Spring/Summer 2026 with our year round elementary school.

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 K-12 core instructional materials in mathematics. 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. VENDOR SCORECARD

Factor	Rubric	Score/Notes
High quality instructional materials aligned to North Carolina Standards <i>(40 points total)</i>		
Alignment to North Carolina Standards (10 points)	<p>Score 9-10: The proposed materials are fully aligned with North Carolina State Standards across all relevant subject areas and grade levels. Clear correlations to standards are provided, with evidence of research or validation supporting the alignment.</p> <p>Score 6-8: The materials align with the standards in most areas, with some gaps or minor mismatches identified in the correlation to specific standards.</p> <p>Score 3-5: Some alignment is evident, but several key standards are not clearly addressed or the correlation is insufficiently detailed.</p> <p>Score 0-2: There is little to no evidence of alignment to North Carolina Standards. Many standards are not addressed in the proposal.</p>	
Evidence of positive impact on student performance (10 points)	<p>Score 9-10: The materials include clear, documented evidence of effectiveness in improving student performance. Includes data, case studies, or research studies demonstrating measurable improvements.</p> <p>Score 6-8: There is some evidence of positive impact on student performance, but it is either not comprehensive or lacks sufficient detail.</p> <p>Score 3-5: Evidence is minimal or indirect, with no clear demonstration of impact on student achievement.</p> <p>Score 0-2: No evidence of effectiveness or impact on student performance is provided.</p>	

<p>Effectively differentiated materials (10 points)</p>	<p>Score 9-10: The proposal includes well-developed differentiation, including materials and lessons to support remediation, enrichment, Students with Disabilities, English Language Learners, and Academically and Intellectually Gifted.</p> <p>Score 6-8: The materials provide some differentiation, but they may not be comprehensive or fully tailored to all student needs.</p> <p>Score 3-5: Differentiated options are limited or not well-designed for a broad range of student needs.</p> <p>Score 0-2: No adequate differentiated materials are provided.</p>	
<p>Variety of high-quality materials (10 points)</p>	<p>Score 9-10: The proposal offers a variety of materials that are high-quality, engaging for a diverse student population, and easy to navigate and use.</p> <p>Score 6-8: The proposal offers some variety, but one or more resources is ineffective, outdated, or difficult to navigate or use.</p> <p>Score 3-5: The materials lack variety, or several resources are ineffective, outdated, or difficult to navigate or use.</p> <p>Score 0-2: The materials provide minimal variety, and some resources are either non-existent or poor in quality.</p>	
<p>Vendor support for comprehensive professional learning and program implementation (30 points total)</p>		
<p>Comprehensive professional development plan for teachers (10 points)</p>	<p>Score 9-10: A clear, comprehensive professional development plan for teachers is provided, featuring well-defined goals, measurable outcomes, and continuous support tailored to educators at all levels of experience. Strong alignment with district goals.</p> <p>Score 6-8: The plan is clear but may lack full detail or coordination. Some follow-up support is included, but may not be fully continuous or comprehensive.</p> <p>Score 3-5: The plan is vague or incomplete, with limited strategies and unclear follow-up support. Goals and outcomes may not be measurable or aligned with district priorities. Score 0-2: The plan is missing or lacks structure, with no clear goals, strategies, or ongoing support.</p>	

<p>Comprehensive professional development plan for instructional leadership teams (10 points)</p>	<p>Score 9-10: A clear, comprehensive professional development plan for instructional leadership teams is provided, featuring school level implementation training and support. Strong alignment with district goals.</p> <p>Score 6-8: The plan is clear but may lack full detail or coordination. Some follow-up support is included, but may not be fully continuous or comprehensive.</p> <p>Score 3-5: The plan is vague or incomplete, with limited strategies and unclear follow-up support. Goals and outcomes may not be measurable or aligned with district priorities.</p> <p>Score 0-2: The plan is missing or lacks structure, with no clear goals, strategies, or ongoing support.</p>	
<p>Clear plan for ongoing district-wide implementation support (10 points)</p>	<p>Score 9-10: A clear, comprehensive support plan is provided to support implementation, including professional development, follow-up assistance, troubleshooting, and district-wide coordination. Continuous access to help is offered for long-term success.</p> <p>Score 6-8: Support is offered but may not be sufficiently detailed, coordinated, or continuous. There may be gaps in access to support after the initial phase of implementation.</p> <p>Score 3-5: Limited or ad hoc support offered, with few follow-up resources or unclear channels for ongoing assistance.</p> <p>Score 0-2: No comprehensive plan for ongoing support is provided.</p>	
<p>Experience and qualifications of the company (10 points total)</p>		
<p>Vendor Experience and Reputation (10 points)</p>	<p>Score 9-10: The vendor provides strong references from school districts with similar needs, preferably in North Carolina, showing consistent success in implementation and service. The vendor is well-established, with a proven track record of success in educational publishing and service provision.</p> <p>Score 6-8: References are provided, though experience may be limited or varied in success. The vendor is moderately established with some reputation but lacks a fully proven track record.</p> <p>Score 3-5: The vendor has limited experience with similar districts, or references may not reflect the needs of a district like ours. The company lacks a solid reputation in the educational field.</p> <p>Score 0-2: No references or insufficient evidence of relevant experience. The vendor is unestablished or has a questionable reputation.</p>	

Cost to Orange County Schools (20 points total)		
Competitive and appropriate cost for materials (10 points)	<p>Score 9-10: The cost for materials is reasonable and competitive. It provides good value for the quantity and quality of the materials offered.</p> <p>Score 6-8: The cost is acceptable but may be slightly higher than other proposals, with limited justification for the price.</p> <p>Score 3-5: The cost is higher than expected with minimal justification or value for the price.</p> <p>Score 0-2: The cost is unreasonable or prohibitive for the district.</p>	
Competitive and appropriate cost for professional development and support (10 points)	<p>Score 9-10: The costs associated with professional development and ongoing support are competitive and reasonable. The pricing is transparent, with clear breakdowns for training, resources, and follow-up support.</p> <p>Score 6-8: The costs for professional development and support are reasonable, but may be slightly higher than average with less clarity or justification.</p> <p>Score 3-5: The costs are above average, or the proposal lacks clarity regarding what is included in the price for professional development.</p> <p>Score 0-2: The costs for professional development and support are excessive or poorly justified.</p>	

IVb. Instructional Materials Review Criteria

Criterion 1	Description	Rating Scale (0-2 pts.)
Focus and Coherence	<ul style="list-style-type: none"> • Materials assess grade/course-level content and give all students extensive work with grade/course-level problems to meet the full intent of the Standards. • Each grade level’s materials are coherent and consistent with the Standards. 	<p>0 - Does Not Meet Criteria</p> <p>1 - Partially Meets Criteria</p> <p>2 - Fully meets/Exceeds Criteria</p>

K-8	1a. Materials assess the grade-level content and, if applicable, content from earlier grades.	
	1b. Materials give all students extensive work with grade-level problems to meet the full intent of grade-level standards.	
	1c. Supporting content enhances focus and coherence simultaneously by engaging students in the major work of the grade.	
	1d. Materials include problems and activities that serve to connect two or more clusters in a domain or two or more domains in a grade.	
	1e. Content from future grades is identified and related to grade-level work, and materials relate grade-level concepts explicitly to prior knowledge from earlier grades.	
9-12	1a. Materials attend to the full intent of the mathematical content in the high school standards for all students.	
	1b. Materials provide students with opportunities to work with all high school standards and do not distract students with prerequisite or additional topics.	
	1c. Materials are mathematically coherent and make meaningful connections in a single course and throughout the series, where appropriate and required by the Standards.	
	1d. Materials explicitly identify and build on knowledge from Grades 6-8 to the High School Standards.	
	1e. The plus (+) standards, when included, are explicitly identified and coherently support the mathematics which all students should study in order to be college and career ready.	
	Total Available Points - K-8	___/___10
	Total Available Points - 9-12	___/___10

Criterion 2	Description	Rating Scale (0-2 pts.)
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Rigor and Balance	<ul style="list-style-type: none"> • Materials reflect the balance of concept and skill development in the Standards and help students meet the Standards’ rigorous expectations by giving appropriate attention to: <ul style="list-style-type: none"> ○ developing students’ conceptual understanding ○ procedural skill and fluency ○ engaging applications 	<p>0 - Does Not Meet Criteria</p> <p>1 - Partially Meets Criteria</p> <p>2 - Fully meets/Exceeds Criteria</p>
K-12	2a. Materials develop conceptual understanding of key mathematical concepts, especially where called for in specific content standards or cluster headings, through the use of manipulatives and models that develop deep understanding and strategic competence.	
	2b. Materials give attention throughout the year to individual standards that set an expectation for procedural skill and fluency.	
	2c. Materials attend to fact fluency (basic facts for addition, subtraction within 20 and for multiplication and division within 100) as mentioned in the Standards using visuals and strategies that build conceptual understanding.	
	2d. Materials attend to computational fluency with addition, subtraction, multiplication, and division with rational numbers through activities that connect strategies to conceptual understanding, using number relationships, and algorithms where required by the Standards.	
	2e. Materials are designed so that teachers and students spend sufficient time working with engaging applications of the mathematics.	
	2f. The three aspects of rigor (see Description above) are not always treated together and are not always treated separately. There is a balance of the three aspects of rigor.	
	Total Available Points - K-12	____ / <u> 12 </u>

Criterion 3	Description	Rating Scale (0-2 pts)
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Practice - Content Connections	<ul style="list-style-type: none"> Materials meaningfully connect the Standards for Mathematical Content and Standards for Mathematical Practice (MPs). 	<p>0 - Does Not Meet Criteria</p> <p>1 - Partially Meets Criteria</p> <p>2 - Fully meets/Exceeds Criteria</p>
K-8	3a. Materials support the intentional development of MP1: Make sense of problems and persevere in solving them; and MP2: Reason abstractly and quantitatively, for students, in connection to the grade-level content standards.	
	3b. Materials support the intentional development of MP3: Construct viable arguments and critique the reasoning of others, for students, in connection to the grade-level content standards.	
	3c. Materials support the intentional development of MP4: Model with mathematics; and MP5: Choose tools strategically, for students, in connection to the grade-level content standards.	
	3d. Materials attend to the intentional development of MP6: Attend to precision; and attend to the specialized language of mathematics for students, in connection to the grade-level content standards.	
	3e. Materials support the intentional development of MP7: Look for and make use of structure; and MP8: Look for and express regularity in repeated reasoning, for students, in connection to the grade-level content standards	
9-12	3a. Materials support the intentional development of overarching, mathematical practices (MPs 1 and 6), in connection to the high school content standards.	
	3b. Materials support the intentional development of reasoning and explaining (MPs 2 and 3), in connection to the high school content standards.	
	3c. Materials support the intentional development of modeling and using tools (MPs 4 and 5), in connection to the high school content standards.	

	3d. Materials attend to the intentional development of MP6: Attend to precision; and attend to the specialized language of mathematics for students, in connection to the grade-level content standards.	
	3e. Materials support the intentional development of seeing structure and generalizing (MPs 7 and 8), in connection to the high school content standards.	
	Total Available Points - K-8	___/___10
	Total Available Points - 9-12	___/___10

Criterion 4	Description	Rating Scale (0-2 pts.)
Teacher Supports	<ul style="list-style-type: none"> • The program includes opportunities for teachers to effectively plan and utilize materials with integrity and to further develop their own understanding of the content. • Ongoing robust professional development is available for instructional leadership teams and teachers. 	0 - Does Not Meet Criteria 1 - Partially Meets Criteria 2 - Fully meets/Exceeds Criteria
K-12	4a. Materials provide teacher guidance with useful annotations and suggestions for how to enact the student materials and ancillary materials, with specific attention to engaging students to guide their mathematical development.	
	4b. Materials contain adult-level explanations and examples of the more complex grade-level concepts and concepts beyond the current course so that teachers can improve their own knowledge of the subject.	
	4c. Materials include North Carolina Standards correlation information that explains the role of the standards in the context of the overall series.	
	4d. Materials provide strategies for informing all stakeholders about the program and suggestions for how they can help support student progress and achievement.	

	4f. Materials provide a comprehensive list of supplies needed to support instructional activities.	
	4e. Materials provide explanations of the instructional approaches of the program and identification of the research-based strategies.	
	4g. Ongoing robust professional development is available for instructional leadership teams and teachers.	
	4h. Materials provide teacher guidance to support ML students and to utilize the strategies, supports, and/or accommodations found.	
	4i. Materials provide scaffolds and supports in an equitable way.	
	Total Available Points - K-12	<u> </u> / <u>18</u>

Criterion 5	Description	Rating Scale (0-2 pts.)
Assessment	<ul style="list-style-type: none"> The program includes a system of assessments for teachers to collect, interpret, and act on data about student progress towards the standards. 	0 - Does Not Meet Criteria 1 - Partially Meets Criteria 2 - Fully meets/Exceeds Criteria
K-12	5a. Assessment information is included in the materials to indicate which North Carolina Standards are assessed.	
	5b. Assessment system provides multiple opportunities throughout the grade to determine students' learning and sufficient guidance to teachers for interpreting student performance and suggestions for follow-up.	
	5c. Assessments include opportunities for students to demonstrate the full intent of grade-level/course-level standards and shifts across the series.	

	5d. Assessments offer accommodations that allow students to demonstrate their knowledge and skills without changing the content of the assessment	
	Total Available Points - K-12	___ / ___ 8

Criterion 6	Description	Rating Scale (0 - 2 pts.)
Student Supports	<ul style="list-style-type: none"> The program includes materials designed for each child's regular and active participation in grade-level content 	0 - Does Not Meet Criteria 1 - Partially Meets Criteria 2 - Fully meets/Exceeds Criteria
K-12	6a. Materials include tasks and activities that align with varying levels of Depth of Knowledge, providing opportunities for students to engage in deep, critical thinking.	
	6b. Materials provide strategies and supports for students in special populations to fully and completely participate in extensive work with grade-level problems to meet the full intent of grade-level standards.	
	6c. Materials provide extensions and/or opportunities for students to engage with grade-level/course-level mathematics at higher levels of complexity.	
	6d. Materials provide varied approaches to learning tasks over time and variety in how students are expected to demonstrate their learning with opportunities for students to monitor their learning.	
	6e. Materials provide opportunities for teachers to use a variety of grouping and high-yield instructional strategies, including student self-assessment, teacher feedback, and discourse.	
	6f. Materials provide strategies and supports for students who read, write, and/or speak in a language other than English to regularly participate in learning grade-level mathematics.	

	6g. Materials provide a balance of images or information about people, representing various demographic and physical characteristics.	
	6h. Materials provide guidance to encourage teachers to draw upon student cultural and social backgrounds to facilitate learning.	
	6i. Materials provide support for different reading levels to ensure accessibility for students.	
	6j. Manipulatives, both virtual and physical, are accurate representations of the mathematical objects they represent and, when appropriate, are connected to written methods.	
	6k. Materials include language goals/objectives that are incorporated at the individual lesson level that are clear, measurable, and tied directly to content objectives.	
	Total Available Points - K-12	____ / ____ 22 ____

Criterion 7	Description	Rating Scale (0-2 pts.)
Intentional Design	<ul style="list-style-type: none"> The program is user-friendly, includes a design that is engaging, and references or integrates digital technology, when applicable, with guidance for teachers 	0 - Does Not Meet Criteria 1 - Partially Meets Criteria 2 - Fully meets/Exceeds Criteria
	7a. Materials integrate technology such as interactive tools, virtual manipulatives/objects, and/ or dynamic software in ways that engage students in the grade-level, when applicable.	
K-12	7b. Materials include or reference digital technology that provides opportunities for teachers and/or students to collaborate with each other, when applicable.	

	7c. The visual design (whether in print or digital) supports students in engaging thoughtfully with the subject, and is neither distracting nor chaotic.	
	7d. Materials provide teacher guidance for the use of embedded technology to support and enhance student learning, when applicable.	
	7e. Materials are clear and easy to navigate for students and teachers.	
	Total Available Points - K-12	<u> </u> / <u> 10 </u>

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 2025 student enrollment.

Table A - Number of students by grade level in elementary and middle grades (K-8)

Grade	Student Count	Unit Cost	Extended Cost
Grade K	485		
Grade 1	495		
Grade 2	525		
Grade 3	515		
Grade 4	545		
Grade 5	580		
Grade 6	575		
Grade 7	520		
Grade 8	550		
Total	4,790		\$

Table B - Number of students by grade level in high school (9-12)

Subject	Student Count	Unit Cost	Extended Cost
Grade 9	690		
Grade 10	610		
Grade 11	640		
Grade 12	550		
Total	2,490		\$

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

Note: These numbers should be used as estimates for the expected number of students at each grade level.

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			

V. Evaluation and Award

Evaluation Process

Orange County Schools (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 2025/2026 school year implementation. 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 review 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 Evaluations

The written proposals will first be reviewed by a committee of district and school leaders 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 submission and evaluation period.

Proposal Scoring

Written proposals will be reviewed by a review committee and scored against the criteria stated above (see Vendor Scorecard IVa.)

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 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 list.

Presentations and Demonstrations

Top scoring vendors based on the evaluation of the written proposal may be required to participate in presentations and demonstrations of their tool, if requested by Orange County Schools. Instructional materials will be reviewed using the Instructional Materials Review Criteria (appendix IVb.) 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) general liability insurance in the amount of \$1,000,000 each occurrence with \$2,000,000 general aggregate; (b) One Million Dollars (\$1,000,000) in cyber liability insurance; and (c) workers' compensation insurance in the required statutory amount(s). Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract 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.
8. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
9. Applicable School Board of Education Policies. Provider acknowledges that the Orange County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.
10. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
11. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
12. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
13. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.

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.

VI. Timeline

Mar. 7, 2025	RFP posted to the district website on the <i>OCS Bids, Requests for Proposals and Quotes page</i>
Mar. 14, 2025	All inquiries regarding the RFP are due by 12:00 pm EST via email to Dr. Chris Gammon. See above for details (pg. 1).
Mar. 19, 2025	All district responses to vendor questions will be posted on the <i>OCS District Website at the Bids, Requests for Proposals and Quotes page</i> by 5:00 pm EST.
Mar. 24, 2025	Proposals must be submitted electronically by 12:00 p.m. EST. See above for details (pg. 1).
Mar. 28, 2025	Finalists are notified after receipt by Mar. 28, 2025 and may be invited to present materials and samples to a review committee.
Apr. 7, 2025	Finalist Presentations - Selected finalists are requested to complete an in-person presentation as part of the selection process. The presentation will allow the OCS team to view print and digital materials as well as how the professional development will be presented to teachers, administrators, and support staff.
Apr. 8 - Apr. 11, 2025	Finalists will provide sample materials for every grade level, including student and teacher editions, assessments, manipulatives, and any additional ancillary materials for review.