



## **POUDRE SCHOOL DISTRICT R-1**

Department of Curriculum & Integrated Services

### **REQUEST FOR PROPOSAL**

# **MATH CURRICULUM FOR STUDENTS WITH SIGNIFICANT SUPPORT NEEDS WITH INSTRUCTIONAL MATERIALS AND SERVICES**

**RFP# 20-630-007**

#### **RFP SCHEDULE**

|   |   |
|---|---|
| <b>RFP Issued</b>                           | <b>February 3, 2020</b>                   |
| <b>Supplier Questions Due</b>               | <b>February 18, 2020 by 2:00 p.m. MST</b> |
| <b>Addendum Issued</b>                      | <b>February 21, 2020</b>                  |
| <b>RFP Opening Date</b>                     | <b>March 2, 2020 at 2:00 p.m. MST</b>     |
| <b>RFP Consideration Period</b>             | <b>March 2, 2020 – April 30, 2020</b>     |
| <b>Proposal Presentations (if required)</b> | <b>April 2020</b>                         |
| <b>Award Announced</b>                      | <b>May 2020</b>                           |
| <b>Approval, Board of Education</b>         | <b>May 2020</b>                           |
| <b>Delivery Deadline</b>                    | <b>July 17, 2020</b>                      |

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**REQUEST FOR PROPOSAL**  
**Math Curriculum for Students with Significant Support Needs**  
**with Instructional Materials and Services**  
**RFP# 20-630-007**

Poudre School District R-1 (the “District”) is issuing this request for proposals (“RFP”) from Suppliers for a curriculum with instructional materials and services to be used by students in K-12 math curriculum to support students with significant support needs (SSN) classes, and for related professional development and technology supports for the District’s teachers. The district will review proposals that include K-12 math curriculum to support students with significant support needs that includes students with Intellectual Disabilities, Multiple Disabilities, Autism Spectrum Disorders and other students who access alternate standards due to a cognitive disability. Publishers are encouraged to submit proposals that can address this flexibility of adoption scenarios. The District wishes to begin using the curriculum, materials, and services in the fall semester of 2020 for a 10-year period, in accordance with its current curriculum adoption cycle.

The District shall provide copies of this RFP to Suppliers through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) where registered Suppliers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and their Suppliers’ response thereto. The District may provide copies of this RFP to other Suppliers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and may be directed to the District via the BidNet platform any time after the issuance of this RFP through and including **2:00 p.m. MST on February 18, 2020**. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District’s response thereto, shall be provided in a questions and answers document/addendum via [www.bidnetdirect.com](http://www.bidnetdirect.com)

**Note: Every question must be submitted individually. Multiple questions per entry will not be answered.**

**At no time during the solicitation process will communication regarding this RFP be permitted with any District employee other than the Procurement Agent named below. Communication with a District employee other than the Procurement Agent named below may disqualify your response from consideration.**

**The District will only accept and consider electronically submitted bids from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **2:00 p.m. MST on March 2, 2020**, at which time the submission portal will close and no further submissions be allowed or considered.**

It is the sole responsibility of the Supplier to see that the bids are submitted through the BidNet portal by the submission deadline.

The sample instructional materials and access to online resources, software, training and professional learning materials and services, all as requested in Section 3.0 of this RFP must be physically received on or before **2:00 p.m. MST on March 2, 2020** and shall be in a sealed

packaged and marked **RFP# 20-630-007 Math Curriculum for Students with Significant Support Needs with Instructional Materials and Services** and mailed or delivered to:

Poudre School District R-1

**Curriculum, Instruction and Assessment**

**Attn: David Lawrence – RFP# 20-630-007 – Math Curriculum for Students with SSN**

1502 South Timberline Road

Fort Collins, CO 80524

It is the sole responsibility of the Supplier to see that all sample materials are received by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Jon Babcock  
Senior Procurement Agent

**REQUEST FOR PROPOSAL**  
**Math Curriculum for Students with Significant Support Needs**  
**with Instructional Materials and Services**  
**RFP# 20-630-007**

**BACKGROUND:**

Poudre School District (the District) is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curricular and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District, we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

## **1.0 GENERAL CONDITIONS**

- 1.1 Supplier must provide all requested information. Proposals must meet or exceed specifications contained in this document. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.2 The successful Supplier will be required to enter into and sign a formal Agreement with the District with reasonable adjustments acceptable to the District. The Agreement will be in effect for the duration of the Agreement term. The Agreement language will control over any language contained within this RFP that conflicts with the signed and fully executed Agreement.
- 1.3 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.4 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District and prior to award of the Agreement.
- 1.5 The District does not assume financial responsibility for late submissions.
- 1.6 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 The awarded Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 Contact with District personnel regarding this RFP, other than inquiries to the specific Senior Procurement Agent may be grounds for elimination from the selection process.
- 1.9 Information and materials submitted in response to this Solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.10 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign proposal form may invalidate the response.

- 1.11 The accuracy of the RFP is the sole responsibility of the Supplier. No changes in the proposal shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.12 The awarded Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Procurement Service Center.
- 1.13 This solicitation does not commit the District to pay any costs incurred in the preparation of a proposal, submission of sample materials or the return shipping of sample materials. There is no expressed or implied obligation for the District to reimburse responding Suppliers for any expenses incurred in the preparing proposals in response to this request.
- 1.14 Supplier must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three (3) client references along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Supplier fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. The Supplier agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Supplier. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.15 Responses to this RFP will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.16 Only the names of the companies submitting proposals will be disclosed prior to the completion of Agreement negotiations.
- 1.17 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Suppliers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.18 The District reserves the right to negotiate further with one or more Suppliers or to request additional information. Should the District determine in its sole discretion that only one Supplier is fully qualified or that one Supplier is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Supplier.

- 1.19 A submission of a proposal in response to this RFP is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this RFP.
- 1.20 In the event the District has reasonable grounds to believe that any individual assigned to perform work under RFP has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an Agreement cannot be performed because of such action, the Agreement may be terminated.
- 1.21 The initial agreement between the District and the awarded Supplier is planned to commence on July 1, 2020 and is planned to continue in full force and effect through and including June 30, 2030 unless earlier terminated by the District as provided in section 1.23 below.
- 1.22 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) the Agreement is in effect. In no event shall the District's obligations in the Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.23 **Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this Agreement.**
- 1.24 Independent Supplier
- 1.24.1 The Supplier shall provide the services as an independent contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this RFP.
- 1.24.2 The Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment



compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this RFP.

1.24.3 Nothing in this RFP or as a result of this RFP shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Supplier and the District. The future Supplier will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Supplier and shall not represent itself to be a partner, agent or representative of the Supplier.

#### 1.25 Certification Regarding Illegal Aliens

1.25.1 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into an Agreement with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.25.2 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Supplier shall comply with any reasonable request made by the Department of Labor and Employment during an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee,

retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 1.26 **Qualifications of Supplier.** The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Supplier to perform the work and the Supplier shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Supplier fails to satisfy the District that such Supplier is properly qualified to carry out the obligations of the Agreement and to complete the work/furnish the item(s) contemplated therein.
- 1.27 **Warranty/Guarantee Laws and Regulations.** By acceptance of an Agreement as a result of this RFP, in addition to the guarantees and warranties provided by law, Supplier expressly guarantees and warrants as follows:
- 1.27.1 That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the Supplier will bear the cost of inspecting and/or testing articles rejected.
  - 1.27.2 That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Supplier will, at his own expense, defend all actions or suits charging such infringement. The Supplier will save and hold harmless Poudre School District, its Board of Education, officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - 1.27.3 That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.
  - 1.27.4 That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of Poudre School District.
- 1.28 **Miscellaneous**
- 1.28.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Supplier, the recommended Supplier will work with the District's Contract Administrator to successfully negotiate an Agreement.
  - 1.28.2 **Governing Law.** An Agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
  - 1.28.3 **Equal Opportunity.** The successful Supplier will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of

compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

1.28.4 Appeal of Award. Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services Manager within (72) hours after the receipt of the notice of award.

1.28.5 In the event the awarded Supplier defaults on its Agreement or the Agreement is terminated for cause due to performance, the District reserves the right to re-procure the products and/or services from the next highest scoring Supplier or from other sources during the remaining term of the terminated or defaulted Agreement. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next highest scoring supplier, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.

1.29 Any response which fails to conform to the material requirements of this Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements or any terms and conditions of the Solicitation, no matter how slight may be rejected. Suppliers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Services Manager.

For the purposes of solicitation evaluation, Supplier must indicate any variances within their response to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood the District reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the specifications.

Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification.

## **2.0 SPECIAL CONDITIONS**

- 2.1 The curriculum, instructional materials and services must be aligned to the Colorado Academic Standards.
- 2.2 The curriculum, instructional materials and services must produce evidence of usability and efficacy with a full range of students (i.e., advanced learners, English language learners and students with disabilities).
- 2.3 The curriculum, instructional materials and services must provide all students with rich learning experiences that build critical knowledge and skills fostering readiness for college and career.

- 2.4 The instructional materials and services may include technology and online resources calculated to enhance student learning.
- 2.5 Training and information must be furnished that enable the District to provide job-embedded supports (i.e., observation and feedback, coaching, technical expertise, etc.) to assist its teachers in using the instructional materials and accessing the instructional services in a manner that meets the diverse needs of the students they teach.
- 2.6 Professional learning opportunities and resources must be provided to support teachers at all levels of knowledge and experience in successfully implementing the curriculum and continuously improving their methods to drive student achievement throughout the 10-year period the District plans to use the curriculum, instructional materials and services.
- 2.7 Evaluating teachers may pilot the top scoring programs in their classrooms. The pilot period, if needed, will take place between March 2, 2020 and April 30, 2020. Suppliers agree to make available to teachers the grade level appropriate teacher materials and enough student materials (textbooks and digital online access) to successfully complete a pilot. Suppliers also agree to provide appropriate training on how to use the materials prior to the pilot period and will work with the District's Information Technology staff to ensure student and teacher access to digital materials.
- 2.8 The Supplier with whom the District contracts must ensure that the instructional materials are delivered to the District on or before July 17, 2020, and that the District is able to acquire additional instructional materials to accommodate increases in student enrollment over the 10-year period it plans to use the materials. The Supplier with whom the District contracts must also ensure that the instructional services are accessible by the District on or before June 2020 and continuing throughout the 10-year period the District plans to use the services, with allowances for increases in student enrollment.

### **3.0 SCOPE OF WORK**

As set forth in more detail below, the District is requesting from each Supplier in response to this RFP: (a) a written proposal for a K-12 math curriculum to support students with significant support needs (SSN) with instructional materials and services; (b) written Supplier profile; and (c) sample materials and access to online services associated with Supplier's curriculum, which will be reviewed by District staff during the proposal consideration period.

- 3.1 Supplier proposals shall provide the following for K-12 math curriculum to support students with significant support needs:
  - 3.1.1 A title and description of the instructional materials for use by students and teachers, including student editions and teacher editions.
  - 3.1.2 ISBN numbers (where applicable).
  - 3.1.3 Provide pricing for the District's initial purchase of instructional materials for the number of teachers and students in the table below. The quantities listed

are estimates and do not obligate the District to purchase the quantities listed. The District reserves the right to adjust or reduce the quantities ordered in conjunction with this solicitation.

| Grade      | Number of Programs | Number of Students |
|------------|--------------------|--------------------|
| Elementary | 13                 | 150                |
| Secondary  | 13                 | 148                |

- 3.1.4 Provide price for subsequent purchases of instructional materials to accommodate increases in student enrollment during the 10-year period the District plans to use the materials
- 3.1.5 A description of the technology and online resources for use by students and teachers.
- 3.1.6 Provide price for District's initial purchase of technology and online resources for use by students and teachers.
- 3.1.7 Provide price for subsequent purchases of technology and online resources for use by students and teachers to accommodate increases in student enrollment throughout the 10-year period the District plans to use the services.
- 3.1.8 Provide your most competitive shipping quote for the instructional and technology materials. The District reserves the right to utilize a third-party carrier for shipment of awarded and ordered materials.
- 3.1.9 A detailed description of all training, resources and professional learning opportunities available to the District and its teachers to support the curriculum implementation and use of related instructional materials, technology and online resources during the 10-year period the District plans to use them.
- 3.1.10 Provide price for training, resources and professional learning opportunities referenced in section 3.1.9 of this RFP.
- 3.1.11 Statement as to whether Supplier intends to use one (1) or more subcontractors or third parties in connection with its provision of materials and/or services included in its response to this RFP. For each such subcontractor and third party, Supplier shall: (a) provide its name, address, telephone number and e-mail address; and (b) describe the work it will perform.

- 3.2 Supplier proposals shall include the following information:
- 3.2.1 Full legal name of business as it appears on IRS Form W-9, as well as any other names under which Supplier does business.
  - 3.2.2 A description of Supplier's business and organization, including: (a) products and services offered; (b) address of headquarters and location of branch offices; (c) number of employees; and (d) number of years Supplier has been in business.
  - 3.2.3 Supplier's website address/Internet URL.
  - 3.2.4 First and last name, telephone number and e-mail address of the employee within Supplier's organization designated as the District's primary contact with respect to this RFP and Supplier's response thereto.
- 3.3 Supplier shall provide the following for K-12 math curriculum to support students with significant support needs for review by District staff during the proposal consideration period:
- 3.3.1 One to four set(s) of student materials and one to four teacher edition set(s) for instructional materials
  - 3.3.2 Access to online resources and/or software for use by students and teachers in connection with the materials.
  - 3.3.3 Access to the training, resource and professional learning materials and services that support the curriculum implementation and use of Supplier's related instructional materials, online resources and software.

#### **4.0 AGREEMENT TERMS**

- 4.1 Successful award is contingent upon a successfully negotiated and executed Agreement. A sample District Agreement is included in this RFP as Exhibit A.

Any response which fails to conform to the material requirements of this Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements or any terms and conditions of the Solicitation, no matter how slight may be rejected. Suppliers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Services Manager.

For the purposes of solicitation evaluation, Supplier must indicate any variances within their response to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood the District reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the specifications.

Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification.

4.2 If the Supplier selected by the District offers a component which collects, maintains or uses student personally identifiable information, as defined in Colorado State Statute §§22-16-103(13), through the use of an internet website, online service, online application or mobile application, they will be required to sign District Agreement which includes language to meet compliance with Colorado State Statute §§22-16-101 *et seq.* A sample of the Agreement is attached herein attached as Exhibit A.

4.2.1 If selected, the Supplier will be required to provide at a minimum:

4.2.1.1 All data elements and the purpose for collecting the data which are generated, collected, maintained or inferred, that the Supplier collects regardless of whether it is initially collected or ultimately held individually or in the aggregate, in a format understandable to the layperson.

4.2.1.2 All third-party Suppliers and their purpose, to which the Supplier shares student personally identifiable information, including those who receive data in an encrypted format.

4.2.1.3 Agreement to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in CIS Top 20 Security Controls, National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education.

**5.0 REVIEW AND ASSESSMENT**

5.1 Instructional Materials will be evaluated on the following rubric. Separate criteria may be the basis for review of the written proposals and interview session.

5.1.1 The rating scale shall be from 0 to 2, with 0 – Not Evident, 1 – Partially Evident, 2 Evident and Well Supported. Proposal will be evaluated on the body of evaluation evidence that includes, but is not limited to, the cumulative point system referenced here.

| # | Criteria   | Score 0-2 |
|---|--|-----------|
| 1 | Applicable to students K-12 who have significant support needs |           |
| 2 | Multiple levels of instruction to tailor to students needs     |           |
| 3 | Addresses Colorado academic standards for mathematics          |           |



|    |  |  |
|----|--|--|
| 4  | Teaches math skills with real world application  |  |
| 5  | Vocabulary instruction associated with math concepts   |  |
| 6  | Curriculum addresses Extended Evidence Outcomes for Mathematics in the Colorado standards              |  |
| 7  | Curriculum emphasizes problem solving and application rather than on rote skills                       |  |
| 8  | Curriculum includes mastery and/or curriculum assessments  |  |
| 9  | Multi-sensory instructional materials that include manipulatives, visuals, and interactive instruction |  |
| 10 | Curriculum includes direct instruction component of skills   |  |
| 11 | Curriculum is comprehensive in its scope and sequence of skills  |  |

- 5.2 District staff shall review the written Supplier proposals, profiles, sample instructional materials, online resources, software, training, and professional learning materials and services submitted in response to this RFP during the proposal consideration period commencing March 2019 and continuing through and including April 2020. During the proposal consideration period, questions may be asked of and additional information may be requested from individual Suppliers by the Procurement Agent or designee and select Suppliers may be asked to give presentations to District staff regarding their RFP responses.
- 5.3 Sample materials will be returned to Supplier after the conclusion of the proposal consideration period, at Supplier's request, upon Supplier's arrangements acceptable to the District for payment of shipping and all other return fees and costs, with no expense to the District. Include a comprehensive list of all the materials submitted for evaluation in your proposal. An electronic copy or hard copy of the sample materials must be furnished to the District for our permanent records at no expense. Requests must be made in writing to: Jon Babcock, [jbabcock@psdschools.org](mailto:jbabcock@psdschools.org) and copy Dave Lawrence [dlawrence@psdschools.org](mailto:dlawrence@psdschools.org) by July 30, 2020.
- 5.4 After May 2020, the District may select one (1) or more Suppliers with which it wishes to contract for the curriculum with instructional materials and services. The selected Supplier's provision of such curriculum, instructional materials and services is subject to and conditioned on: (a) Agreement by the District and Supplier regarding the terms of a written Agreement between the parties, including but not limited to the terms specified in Exhibit A of this RFP; (b) negotiation of Agreement; and (c) execution of the written Agreement by authorized representatives of the District and Supplier.
- 5.5 This RFP does not commit the District to select or contract with any Supplier that provides a response, or to pay any costs incurred by Suppliers in responding to the RFP or negotiating a contract. The District reserves the right to reject any and all responses to this RFP at any point in the process, to waive any irregularities and/or



informalities with respect to the RFP procedures and deadlines, and to select the Supplier whose response it deems in its sole discretion to be in the best interest of the District.

- 5.6 The District may at its discretion, elect to interview one (1) or more Suppliers that submit a proposal, but is not required to do so.
- 5.7 The determination of whether to conduct interviews with the finalists shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.
- 5.8 Any Supplier selected for an interview will be expected to make an introductory presentation followed by a question and answer period at a Poudre School District location in Fort Collins, CO 80521. The exact location will be determined and announced to selected Supplier(s). The District will not reimburse any travel related or other expenses related to an interview.

## **6.0 INSURANCE**

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management  
Email: [risk@psdschools.org](mailto:risk@psdschools.org) (preferred method of communication)  
2407 Laporte Ave  
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 6.0 shall not reduce the indemnification liability that Supplier has assumed in section 6.1.

### **Commercial General Liability**

#### Minimum Limits

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$1,000,000 |
| b. General Aggregate                               | \$2,000,000 |
| c. Products/Completed Operations Aggregate         | \$1,000,000 |
| d. Personal/Advertising Injury                     | \$1,000,000 |

- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement.

**Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)**

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate \$1,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Supplier shall maintain continuous coverage, as required by the Agreement, for this period.
- d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Supplier’s services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**Crime Coverage** (for agreements allowing privileged access to network systems, valuable property or sensitive data)

Minimum Limits

- Per Loss \$1,000,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Supplier.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee

6.1 **Indemnification.** The Supplier shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding

brought in connection with or related to: (a) the Supplier's operations; (b) the Supplier's provision of the Services; (c) the Supplier's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Supplier's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 6.1 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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**7.0 PROPOSAL CERTIFICATION FORM**

**Math Curriculum for Students  
with Significant Support Needs  
with Instructional Materials and Services  
RFP# 20-630-007**

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **March 2, 2020 2:00 p.m. MST.**

The sample instructional materials and access to online resources, software, training and professional learning materials and services, all as requested in Section 3.0 of this RFP must be physically received on or before **2:00 p.m. MST on March 2, 2020 and shall be in a sealed packaged and marked RFP# 20-630-007 Math Curriculum for Students with Significant Support Needs with Instructional Materials and Services** and mailed or delivered to:

Poudre School District R-1  
**Curriculum, Instruction and Assessment**  
**Attn: David Lawrence – RFP# 20-630-007 – Math Curriculum for Students with SSN**  
1502 South Timberline Road  
Fort Collins, CO 80524

The undersigned hereby affirms that:

- Agent is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Supplier has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- Supplier will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company's proposal responding to the RFP.
- Supplier meets or exceeds all the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Supplier's proposal is being offered independently of any other Supplier and in full compliance with the terms specified in the RFP.
- Supplier will accept any awards made to it, contingent on Agreement negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

**Supplier Name:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**(If different from Agent)**

*NOTE: Proposals submitted without the signature of an authorized agent of the Supplier may be considered non-responsive.*

-Intentionally left blank-

**8.0 REFERENCES**

List three (3) references for which your company has completed similar materials/services for projects of similar scope. Colorado K-12 public school references are preferred, if available.

8.1 Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

8.2 Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

8.3 Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

## 9.0 **MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals should be organized in a manner specified by this RFP as follows:

### 9.1 **Title Page**

9.1.1 Show the RFP subject, the name of the proposing Supplier, local address, telephone number, name of the contact person, and the date. Show the state and address that the principal place of business resides. **Include a comprehensive list of the materials submitted for evaluation (Section 5.3).**

### 9.2 **Table of Contents**

9.2.1 Include a clear identification of the material by section and by page number

### 9.3 **Letter of Transmittal** – Limit to three (3) pages.

9.3.1 Briefly state the proposers understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met

9.3.2 Briefly provide your company's background. The District reserves to request financial information during the evaluation

9.3.3 State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers

### 9.4 **Proposer's Approach**

9.4.1 Submit a plan to accomplish the scope defined in section 3.0 Scope of Work and respond to the requirements found in section 4.0 - Agreement Terms and Exhibit A - Sample Agreement

### 9.5 **Cost Component of Proposal**

9.5.1 Submit the information requested in section 3.0 of this RFP and supplemental quote(s) for the referenced materials and shipping costs

### 9.6 **Proposal Certification Form**

9.6.1 Submit the completed form in section 7.0

### 9.7 **Reference Form**

9.7.1 Submit the completed form in section 8.0