POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSALS
K-5 ELA CURRICULUM
RFP 23-630-00

RFP SCHEDULE

RFP Issued	**September 21, 2022**
Supplier Questions Due	**October 5, 2022, at 2:00 p.m. MT**
Q&A/Addendum Issued	**October 7, 2022**
RFP Closing Date	**October 20, 2022, at 2:00 p.m. MT**
Sample Materials Due to District	**October 20, 2022, at 2:00 p.m. MT**
RFP Consideration Period	**October 2022 - January 2023**
Supplier Presentations (if required)	**November - December 2022**
Award Announced	**February 2023**
Approval, Board of Education	**April 2023**
Delivery Deadline for Materials Ordered	**June 2023**

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REQUEST FOR PROPOSALS
K-5 ELA CURRICULUM
RFP 23-630-001

Poudre School District R-1 (the "District") is requesting electronic proposals from professional and qualified partners (Suppliers) to provide a comprehensive core curriculum solution in Grades K-5 English Language Arts ("ELA") that aligns with the Colorado Academic Standards ("CAS"), aligns with Common Core Shifts for ELA/Literacy, and is an Approved Program on the Colorado Department of Education's Advisory List of Core Instructional Programming.

Links to the programs listed above are listed here:
https://www.cde.state.co.us/coreadingwriting/2020cas-rw-p12
http://www.corestandards.org/other-resources/key-shifts-in-english-language-arts/
https://www.cde.state.co.us/coloradoliteracy/advisorylistofinstructionalprogramming2020#core

The District shall provide copies of this Request for Proposal ("RFP") to Suppliers through the electronic solicitation platform 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 Supplier's 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 shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MT on October 5, 2022. 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 via www.bidnetdirect.com

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

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on October 20, 2022. 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 proposals 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, as requested in Section 3.0 of this RFP must be physically received on or before 2:00 p.m. MT on Monday, October 20, 2022, and shall be in a sealed packaged and marked RFP# 23-630-001 K-5 ELA Curriculum and mailed or delivered to:

Poudre School District R-1
Curriculum, Instruction and Assessment
Attn: David Lawrence – RFP# 23-630-001 - K-5 ELA Curriculum
1502 South Timberline Road
Fort Collins, CO 80524

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school 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 School 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
jbabcock@psdschools.org

REQUEST FOR PROPOSALS
K-5 ELA CURRICULUM
RFP 23-630-001

BACKGROUND

Poudre School 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 the District's 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-curriculars 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:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combined middle/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 being 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.

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1.0 GENERAL CONDITIONS

1.1 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.

1.2 This is a solicitation for an offer and is not an offer to contract for goods or services.

1.3 Supplier must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.

1.4 Proposals must meet or exceed specifications contained in this document.

1.5 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.

1.6 Each Supplier, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules and regulations.

1.7 The successful 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 Procurement Agent identified in this document, may be grounds for elimination from the selection process.

1.9 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.

1.10 The accuracy of the solicitation 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.

1.11 For services requiring Supplier’s presence on District property and the project site(s), the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.

1.12 **Health and Safety Standards.** The Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.

1.12.1 Supplier shall ensure all individuals providing Services under this agreement for the Supplier wear appropriate personal protective equipment as designated in this section 1.12, at all times while on District property.

1.12.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier's services, with or without prior notice.

1.13 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.

1.14 Suppliers are required to complete the Reference Form included in this solicitation as described.

1.15 Supplier must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three 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. Subcontractors will be allowed only by written permission of the District. 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.

1.16 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Supplier as deemed in the best interest of the District.

1.17 There is no expressed or implied obligation for the District to reimburse responding Suppliers for any expenses incurred in preparing proposals in response to this request.

1.18 The District reserves the right to negotiate further with one or more Suppliers or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications

and ability of the Supplier to provide the services called for under the RFP and/or represented in the Supplier's response. Suppliers shall timely provide information to the District in connection with such inquiries and investigations. Suppliers may be asked to give presentations to the District regarding their proposals.

1.19 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, a contract may be negotiated and awarded to that Supplier.

1.20 **Individuals Providing Services for Supplier Under this Agreement.** The Supplier shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child related offenses) as to categorize the person as being unsuitable for working around school children or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Supplier submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated with cause. Removal of a specific person(s) will not relieve the Supplier from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the Services.

1.21 **Independent Contractor**

1.21.1 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 solicitation.

1.21.2 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 suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.21.3 Nothing in this solicitation or as a result of this solicitation 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.

1.22 **Certification Regarding a Worker Without Authorization.** Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with a worker without authorization 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).

1.22.1 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment 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 a worker without authorization, 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 worker without authorization. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of 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.

1.23 **Qualifications of Supplier**

1.23.1 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.

1.23.2 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 contract and to complete the work/furnish the item(s) contemplated therein.

1.24 **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:

1.24.1 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.

1.24.2 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.

1.24.3 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.

1.24.4 That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of Poudre School District.

1.25 **Miscellaneous**

1.25.1 **Equal Opportunity.** It is agreed that no otherwise qualified Supplier shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

1.25.2 **Appeal of Award.** The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.

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

1.25.4 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal, or the entire proposal as deemed in the best interest of the District.

1.25.5 For the purposes of solicitation evaluation, Supplier must indicate any variances 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 that 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. Award of this solicitation does not constitute the District's acceptance of the Supplier's proposed variations.

1.25.6 Sustainability. 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.

1.26 Cooperative Purchasing Efforts

1.26.1 Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.26.2 These organizations include:

a. Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

b. Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

c. Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.26.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SPECIAL CONDITIONS

2.0 The curriculum, instructional materials and services must be aligned to the Colorado Academic Standards.

2.1 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).

2.2 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.

2.3 The instructional materials and services may include technology and online resources designed to support and enhance student learning.

2.4 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.

2.5 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.

2.6 Evaluating teachers may pilot the top scoring programs in their classrooms. The pilot period, if needed, will take place between October 2022 and January 2023. 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.

2.6.1 As part of the pilot program, should the Supplier offer an online component or digital materials that includes access to student information, Supplier will be required to enter into a pilot agreement with the District and provide the required information from section 4.13. Pilot agreement is not an offer to contract with the District for the curriculum adoption and does not guarantee final award.

2.7 The Supplier with whom the District contracts must ensure that the instructional materials are delivered to the District on or before June 2023, 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 2023 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-5 ELA Curriculum 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 the curriculum with instructional materials:

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.

Number of Teachers	Number of Sections	Number of Students
585	585	1,705

3.1.4 A description of the technology and online resources for use by students and teachers.

3.1.5 Provide price for District's initial purchase of technology and online resources for use by students and teachers.

3.1.5.1 Provide pricing structure for subsequent purchases of instructional materials, technology, and online resources to accommodate increases in student enrollment during the 10-year period the District plans to use the materials. The District requires access to the materials during the 10-year period.

3.1.5.2 Provide your anticipated support timeline for your proposed curriculum.

3.1.5.3 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.

3.1.6 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.

3.1.7 Provide pricing for training, resources and professional learning opportunities referenced in section 3.1.6 of this RFP.

3.1.8 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, phone 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 review by District staff during the proposal consideration period:

3.3.1 One (1) English language student edition set (per grade level) of instructional materials and one (1) English language teacher edition set of instructional materials.

3.3.2 Access to online resources and/or software for use by students and teachers in connection with the instructional materials. Access will be required for (8) teacher reviewers and (50) student reviewers.

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 that is subject to change is included in this RFP as Exhibit A.

4.2 The successful Supplier will be required to enter into and sign a formal negotiated Agreement with 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.

4.3 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 prior to award of the contract.

4.4 The District intends for the contract to commence upon complete execution of a

successfully negotiated agreement and continue in full force and effect through and including June 30, 2033, unless earlier terminated by the District as provided in Section 1.27 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Supplier. The intended date is provided for planning purposes only.

4.5 Pricing will remain fixed and firm for the length of the ten (10) year agreement.

4.6 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

4.7 Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with sixty (60) days' advance written notice. In the event of such termination: (a) the District shall pay Supplier for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Supplier shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

4.8 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.

4.9 Governing Law and Venue. All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

4.10 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 Strategic Sourcing Department.

4.11 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.

4.12 Modifications to this RFP document and/or exhibit will not be considered valid and

may be cause for disqualification.

4.13 If the Supplier selected by the District offers a component which collects, maintains or uses student personally identifiably information, as defined in Colorado State Statue §§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.

4.13.1 The successful Supplier as part of the contracting process, will be required to provide at a minimum:

4.13.1.1 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.

4.13.1.2 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.

4.13.1.3 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 Critical Security Controls, National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization and the NIST Special Publication 800-57.

5.0 REVIEW AND ASSESSMENT

5.1 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.

5.2 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, Supplier are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.

5.3 Instructional Materials will be evaluated using the same rubric as the self-evaluation rubric found in Exhibit B.

5.4 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 October 2022 and continuing through and January 2023. 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.

5.5 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 and copy Dave Lawrence dlawrence@psdschools.org

5.6 After January 2023, 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.

5.7 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 an Agreement. 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.

5.8 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.

5.9 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.

5.10 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 primarypolicy 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 (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 theDistrict 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 $2,000,000
b. General Aggregate $3,000,000
c. Products/Completed Operations Aggregate $2,000,000
d. Personal/Advertising Injury $2,000,000
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 requiredby this Agreement.

Technology Errors and Omissions Liability (Professional Liability, including NetworkSecurity and Privacy Liability)

Minimum Limits

a. Per Loss $1,000,000
b. Aggregate $3,000,000
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 bythe 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 informationsuch 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.

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 theDistrict's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MT on October 20, 2022.

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. MT on Monday, October 20, 2022 and shall be in a sealed packaged and marked RFP# 23-630-001 K-5 ELA Curriculum** and mailed or delivered to:

Poudre School District R-1
Curriculum, Instruction and Assessment
Attn: David Lawrence – RFP# 23-630-001– K-5 ELA Curriculum
1502 South Timberline Road
Fort Collins, CO 80524

The undersigned hereby affirms that:

- He/she 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, including the insurance requirements 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 requested in the response submitted by the Supplier. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company's proposal responding to the solicitation.
- The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's proposal is being offered independently of any other Supplier and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

Contact Person: _____

(If different from Agent, include e-mail address and phone number)

NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

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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 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

8.2 Company Name_____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

8.3 Company 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 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 requestfinancial 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 supplementalquote(s) for the referenced materials and shipping costs.

9.6 Proposal Self-Evaluation

9.6.1 Submit a self-evaluation of your proposal and materials as outlined in Section C of Exhibit B – Scope of Work.

9.7 Proposal Certification Form

9.7.1 Submit the completed form in section 7.0.

9.8 **Reference Form**

9.8.1 Submit the completed form in section 8.0.