

Request for Proposals (RFP)

RFP# P003-26

The Board of Education for Douglas County School District 0001 (Omaha Public Schools)
Invites Submission of Proposals for:
Early Childhood Literacy Curriculum

TO BE CONSIDERED, PROPOSAL SUBMISSIONS MUST BE RECEIVED PRIOR TO THE
PROPOSAL SUBMISSION DEADLINE.

LATE PROPOSAL SUBMISSIONS WILL NOT BE ACCEPTED.

SUBMIT COMPLETED PROPOSALS TO:

adoptionbids@ops.org

Important Proposal Submission Information and Deadlines:

Request for Proposal Title and RFP Number	Early Childhood Literacy Curriculum P003-26
Date of Issuance of RFP	<i>October 27, 2025</i>
Deadline for Submission of Questions	<i>November 3, 2025</i>
Proposal Submission Deadline	<i>November 24, 2025</i>

Question Submission Email Box	adoptionbidsqa@ops.org
Proposal Submission Email Box	adoptionbids@ops.org
Microsoft Teams Meeting Phone Number for a Proposal Opening	402-509-3892
Microsoft Team Conference ID for Proposal Opening	634 251 296#
Address for In Person Proposal Opening	Omaha Public Schools -TAC 3215 Cuming St, Omaha NE 68131

REQUEST FOR PROPOSALS – RFP# P003-26

Early Childhood Literacy Curriculum

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1.0 REQUEST FOR PROPOSALS AND PROJECT OVERVIEW

1.1 RFP INVITATION

The Board of Education (“Board”) of Douglas County School District 0001 (Omaha Public Schools) (“District” or “OPS”) invites proposals for Early Childhood Literacy Curriculum for students aged three to five years old to be used as a supplement to Teaching Strategies Creative Curriculum®. The District is seeking Materials that are specified in the RFP Documents (as defined in Section 4.2 hereof) from qualified and experienced firms (“Firm” or “Firms”). The District’s selection committee will evaluate the proposals and the Materials submitted and make recommendations to the Board of Education. The Board will make the final decision as to which Firm or Firms, if any, will supply the Materials. Multiple Firms may be awarded Contracts for some or all of the Materials. Once the Contract terms are negotiated and agreed upon by the District and the selected Firm or Firms, the Contract or Contracts will be presented to the Board of Education for approval.

1.2 PRELIMINARY SCHEDULE

The District has tentatively determined the schedule for selection of the Materials as follows:

October 27, 2025	Request for Proposals issued.
November 3, 2025	Deadline for submitting questions by 2:00 p.m. CT.
November 24, 2025	Proposals due by 2:00 p.m. CT.
December 2025-January 2026	Committee review, Materials review, reference check, selection of Firms for further review.
December 2025-January 2026	Notification of Firms selected for further review.
December 2025-January 2026	Presentation and demonstration of Materials selected for further review provided by the Firm (may be in-person or a virtual recording). Selection of Firms for field testing.
Month of February 2026	Notification of Firms selected for field testing.
March-May 2026	Field testing of Materials and additional presentations, if requested by the District.
June 2026	Recommendation of selected Materials to the Board of Education for approval and negotiation of a Contract. Presentation of the Contract to the Board for approval.

The selected Materials are anticipated to be utilized District-wide beginning in the 2026-2027 school year, with the potential to extend to additional school years. These schedules are subject to change depending on District needs, as may be determined by the District. Any change will be communicated to each Firm known to the District as a participant in this RFP solicitation.

2.0 PRODUCT REQUIREMENTS

2.1 GENERAL REQUIREMENTS

Materials to be furnished shall include both teacher and student Materials, including but not limited to student manipulatives, textbooks and resources, teacher manuals, student and teacher digital resources, kits, and supplemental materials including but not limited to digital companion resources, equipment and certifications, corresponding equipment, professional development that provides a comprehensive, developmentally appropriate, evidence-based early literacy curriculum grounded in the science of reading that will be implemented in early childhood, ages 3-5, and technical support.

2.1.1 Materials must align with the Nebraska Early Learning Standards ([ELG-PDF.pdf](#)); GOLD Assessment ([Nebraska-Ages-B-5-to-GOLD_10.2.2019.pdf](#)) and Head Start Early Learning Outcomes Framework ([Head Start Early Learning Outcomes Framework: Ages Birth to Five](#))

2.1.2 Materials must support developmentally appropriate practice through a balance of structured and play-based instruction. Materials must incorporate evidence-based approaches, strategies, and resources so all learners can access the content. Materials should be adaptable to or designed for use alongside Teaching Strategies Creative Curriculum®. Materials should have a focus on phonemic awareness, phonics and vocabulary necessary for children to build early literacy skills for reading.

2.1.3 Materials should include tools for monitoring and reporting progress on early literacy development and include clear instructional routines for small group, whole group, and individual instruction for all learners.

2.1.4 Materials should be rooted in foundational literacy skills and align with the science of reading for children ages 3-5.

2.1.5 Materials must include and support positive interactions and relationships, social-emotional supports, create a physical environment that affects the type and quality of interactions and promotes teacher-family partnerships that support development and learning.

2.1.6 Digital and online resources should be accessible to all learners, including closed captioning and audio support.

2.1.7 Materials should include structured units to serve as guides for teachers, as well as flexible options that empower teachers to customize instruction.

2.1.8 Materials should be designed to foster collaborative conversations among students and between students and teachers, emphasizing communication and literacy skills that support students in reading on-grade level. The design should provide guidance and resources for teachers to develop their expertise in facilitating these conversations effectively.

2.1.9 The cost of the Materials, as indicated in the Firm's proposal, shall remain fixed for the duration of the initial Contract Term 7 years, as selected by the District. After the initial Term, pricing for any annual extensions, up to a maximum total Contract length of nine (9) years, must remain consistent with the rates specified in the proposal or follow a clearly defined rate schedule provided in the Contract.

After the initial order of Materials, the District may purchase additional Materials during the Contract Term, including any annual extensions, at the price stated in the Contract with the Firm. All pricing shall remain subject to the conditions outlined in the Pricing Stability section of this RFP.

2.1.10 The Firm shall provide the District with a comprehensive list of all external websites, platforms, or online resources (hereinafter referred to as "Whitelisted Sites") required to access or support the proposed Materials. This includes, but is not limited to, instructional content, digital tools, supplemental resources, professional learning platforms, and any third-party integrations. All Whitelisted Sites must comply with the District's data privacy policies, security protocols, and content standards. Access to these sites must be appropriate for educational use and suitable for student and staff access within the District's network environment. The District reserves the right to approve or deny access to any site based on its review of compliance with these standards.

2.1.11 If selected, the Firm must be able to provide all new Materials to the District in time for students and staff to use before the start of the 2026-2027 school year.

2.1.12 Open Education Resources or resources provided at no cost may be submitted as part of the proposal.

2.2 TECHNOLOGY REQUIREMENTS

The Firm's proposed Materials must meet the following technology requirements for the field test and, if selected, any subsequent Contract awarded to the Firm by the District:

2.2.1 Technology instructional tools must support digital citizenship, digital classroom management, and digital literacy.

2.2.2 Digital Materials must include teacher and student resources that support integration with the District's digital learning platforms (e.g., Canvas, Clever, and Microsoft Teams).

2.2.3 Digital Materials must include a comprehensive online platform, digital manipulatives, professional learning resources, an online planner, customizable assessment tools, and digital student and teacher resources.

2.2.4 All applications must be compatible with current Windows, MAC OS, or mobile IOS (iPads).

2.2.5 The District is requesting IMS-certified support for One Roster 1.2. Evidence of a valid conformance certification, including the current registration number, must be available from the IMS Global website.

2.2.6 Firms will provide the following information:

- Clever SSO Integration and Clever Rostering Integration
- SFTP server for data file transmission
- Bandwidth requirements for the application to run

2.2.7 Preference for Materials to include for management and monitoring tools accessible to teachers, administrators, and District technical support staff to facilitate technical support and management.

2.3 PROFESSIONAL DEVELOPMENT

The selected Firm must provide job-embedded and on-demand professional learning opportunities for District staff. This includes specific training for those implementing the adopted materials for the fall of 2026 in Early Childhood Education.

2.3.1 Professional development should support a virtual learning community for teaching and reflection. This may include teaching videos, asynchronous, synchronous, and in-person options.

2.3.2 The Firm will collaborate with the District to design customized professional development.

2.3.3 Professional development should reinforce high expectations and opportunities for all learners to engage with and achieve course content standards.

2.4 DIGITAL MATERIALS LICENSING AND SUPPORT

2.4.1 For both the field test and the Term of the Contract, the Firm shall grant the District the appropriate licenses needed to allow the District's authorized users full use and functionality of the digital Materials.

2.4.2 The Legal Firm shall provide the District with all upgrades and updates and continuing access to the most current versions of the digital Materials made available during the Term of the Contract. The foregoing shall include any major or minor modifications, improvements, error corrections, bug fixes, or workarounds to the software or solely to ensure the software performs according to its specifications and is generally released to its customers during the Term of the Contract. Updates may contain new features or enhancements, improved compatibility, fixes for identified problems, and/or improved security protection, but are not limited to these.

2.4.3 The District shall have the ability to perform acceptance testing on the digital Materials to ensure that the digital Materials conform to the written specifications, documentation, and the District's technical requirements throughout the Term of the Contract.

2.4.4 The selected Firms shall provide help desk support and other ongoing maintenance and support services during both the field test and the Term of the Contract for any issues that arise with the digital Materials.

2.5 CONTRACT TERM

The District seeks flexibility in the length of the Term of the Contract to align with its curriculum review cycle and evolving needs. The initial Contract Term may include:

- 5-Year term with Extensions: The initial Contract Term is five (5) years, with the option for annual extensions of the Contract Term of up to a maximum total Contract length of seven (7) years.

The decision to extend the Contract will be at the sole discretion of the District and will be based on the Firm's performance, compliance with Contract requirements, and the ongoing relevance and effectiveness of the materials. The District will provide written notice of an extension on or before the expiration of the then-current term.

As used in the RFP Documents, the word “Term” or the phrase “Contract Term” or “Term of the Contract” means either the 7-Year initial Contract Term, as applicable, together with all annual extensions of that initial Contract Term that the District exercises.

3.0 PROPOSAL REQUIREMENTS

3.1 GENERAL

In addition to submitting the Materials required by the RFP Documents (see Section 4.4 below for Material submission requirements), the Firm’s proposal shall also contain, at a minimum, the following information under the following sections, which must be organized in the order below. This information provided by the Firm should be included within the Proposal Form that is a part of the RFP Documents, in the appropriate area indicated on that form. Firms may use a format of their choosing within the sections the Firm adds to the Proposal form. Firms may use a format of their choosing within the sections. The District may reject any proposal that does not contain the required information.

3.2 FIRM PROFILE

3.2.1 Identification of the Firm, including the address of its principal office, the principal contact person, telephone, e-mail address, and date the Firm was organized. State whether the Firm is a corporation, limited liability company, partnership, or other entity and the state of the organization.

3.2.2 Size of the Firm and the geographic scope of its operations (i.e., local, regional, national).

3.2.3 Identify the person signing the proposal and his or her relationship to the Firm. If such person lacks legal authority to bind the Firm to a contract, provide a current power of attorney authorizing the proposal. Provide an address, telephone number, and e-mail address (if applicable) for the person signing the proposal and for anyone who executed a power of attorney authorizing the proposal.

3.3 MATERIALS AND SERVICES PROPOSED

Please state affirmatively in your proposal that your Firm can provide the Materials and services required by this RFP for specified course(s). The Firm should indicate clearly and specifically which course(s) they are proposing to furnish Materials and services. Please state any reservation or qualification that the Firm may have regarding providing the required Materials and services. Please note that any qualification or reservation by the Firm regarding the required Materials and services may result in disqualification of the proposal.

3.4 INFORMATION REGARDING MATERIALS PURCHASED

3.4.1 List all of the components included in the Materials (e.g., manipulatives, textbooks, student workbooks, teacher Materials, kits, digital Materials, electronic media, supplies, equipment) for each specified course(s).

3.4.2 The Firm should provide a statement outlining the academic and relevant work-related experience of authors, developers, and/or contributors of Materials.

3.4.3 List the copyright or development date of the Materials and indicate when the next anticipated revision will occur. If copyrighted, please list the copyright holder. If the Firm does not hold the copyrights, please indicate the rights that the Firm has obtained to distribute and sell those copyrighted Materials. State whether the proposed Materials are periodically updated and, if so, please state the update schedule and how the updates are accomplished and distributed to existing purchasers of those Materials.

3.4.4 State specifically how the Materials align with local, state, or national standards for the course(s) where the Materials are proposed to be used.

3.4.5 Firms must identify if their proposed Materials have their own Learning Management System (LMS) and if so, what Learning Management System software is used. Will the LMS that used by the Firm integrate with other LMS software.

3.5 TECHNOLOGY REQUIREMENTS

Please state how the Firm and the Firm's Materials will satisfy the technology requirements set forth in the RFP Documents.

3.6 PROFESSIONAL DEVELOPMENT

Please state how the Firm will satisfy the professional development requirements set forth in the RFP Documents.

3.7 REFERENCES

Provide the names of at least three different school districts that have adopted [or acquired] the Materials included in your proposal in the past five (5) years who can be contacted as references by the District. Please include the date the Materials were acquired by the referenced school district, the name of the primary contact, the name of the school district, and the address, telephone number and e-mail address of each reference. A reference page is attached as Exhibit A and should be used to identify the Firm's references. The completed Exhibit A should be submitted as an attachment to the Firm's submitted Proposal

3.8 COST

Firms must provide detailed pricing for the materials and services outlined in this RFP. Pricing submissions should include the following:

3.8.1 Cost Projection:

- Provide a cost projection for the required materials and clearly state the components included in the cost projection (e.g., manipulatives, teacher and student materials, kits, digital access, professional development).
- Include a cost structure for any additional materials, services, or equipment required to support the proposal.

3.8.2 Term-Based Pricing:

- Proposals must include pricing for the following Contract Terms:

- A 5-year Term including pricing for both of the two annual extension options, up to a maximum total Contract Term of 7 years if all options are exercised.
- Clearly outline the pricing for each additional year beyond the initial Term, ensuring consistent or rate-scheduled pricing for all proposed extensions.

3.8.3 Annual Extension Costs:

- Clearly outline the pricing for each additional year beyond the initial term, ensuring consistent or rate-scheduled pricing for all proposed extensions.

3.8.4 Per-Student/User/Site Pricing:

- If the exact quantities of materials to be acquired are not specified in this RFP, Firms may provide prices on a per-student, per-user or per-site basis, as appropriate.

3.8.5 Cost Breakdown:

- Itemize costs for the following:
 - Help desk and technical support.

3.8.6 Stability of Pricing:

- Pricing must remain fixed for the initial Term and any annual extensions.

3.9 ADDITIONAL INFORMATION

Furnish any additional information regarding the Firm or its Materials that the Firm believes would be helpful in evaluation of the proposal. Do not include advertising brochures or other promotional material in the proposal.

3.10 STATEMENT OF UNDERSTANDING

Each Firm must provide with its proposal a written statement that it understands the scope and requirements of the Request for Proposals and understands that if an award is made, the award will be based on compliance with the Request for Proposal requirements and the District's determination of the proposal that will best serve the interests of the District and understands that the District reserves the right to reject any or all proposals and any part thereof and to waive any or all technicalities and irregularities.

3.11 SIGNATURE

An authorized individual must sign the proposal for the Firm, and must certify that the information in the proposal is true and correct to the best of that person's knowledge and belief. The required signature page format is attached to the RFP as Signature Page. Failure to attach a completely executed signature page will be grounds for rejecting the proposal.

4.0 PROPOSAL SUBMISSION REQUIREMENTS AND GUIDELINES

4.1 GENERAL

As used in this RFP, the term “RFP Documents” includes the Request for Proposals and Project Overview in Sections 1.0 to 1.2, the Materials Requirements in Sections 2.0 to 2.5, the Proposal Requirements in Sections 3.0 to 3.11, the Proposal Submission Requirements and Guidelines in Section 4.0 to 4.15, the General Terms and Conditions in Section 5.0 to 5.24, the Proposal Form, the Signature Page, References (Exhibit A), Response Checklist (Exhibit B), and Data Protection Agreement (Exhibit C). The RFP Documents are incomplete without all of these documents.

Proposals must be prepared and submitted in accordance with the requirements of the RFP Documents, together with all required information and attachments, and submitted electronically to the locked email address listed on the cover page. Proposals submitted to any other email address will be rejected. The proposal must include all attachments required by the RFP Documents. Any incomplete proposal or proposal not complying with the RFP Documents may be rejected by the District. Any proposal received after the deadline for submission of proposals will be rejected. The District will not be responsible for lateness of receipt of proposals due to mail or delivery delays. The Firm submitting the Proposal shall have all risk of delivery failure or delay. The time stamp on the District's email will be the official clock utilized for purposes of determining when the deadline for proposal submission has been reached.

4.2 PROPOSAL PREPARATION

Firms submitting proposals should prepare the proposal on the Proposal Form provided in the RFP Documents, provide all information and attachments requested with respect to the proposal and shall complete all pertinent blanks on the Proposal Form. Failure to do so shall be grounds for rejecting the proposal. Proposals should be prepared simply, providing straightforward, concise, and complete responses to the information requested. Firms must acknowledge on their Proposal form receipt of all RFP addenda issued by the District. If a Firm is submitting a proposal to provide Materials for part, but not all, of the RFP, the proposal must indicate clearly and specifically the portions of the scope of Materials the Firm is proposing to provide.

The information requested in Section 3.0 of the RFP documents should be inserted into the RFP Proposal Form in the space indicated. Please provide responses to all information requested. The responses should be made in the same order that the information is requested in Section 3.0 to assist in the review of the proposal by the District. Only include the information requested.

4.3 PROPOSAL SUBMISSION

To be considered, one (1) copy of the proposal prepared in compliance with the requirements of the RFP Documents must be submitted to the District by 2:00 p.m. CT on the proposal deadline listed on the cover page. Proposals must be submitted electronically to the following locked email address listed as the proposal submission box on the cover page. All electronically submitted proposals must comply with the following requirements:

- 4.3.1 The proposal must be signed by an authorized representative of the Firm using the Signature Page provided in the RFP Documents and must be submitted in a pdf format.
- 4.3.2 The proposal must be attached to and submitted with a transmittal email that contains the RFP Title and Number in the subject line of the email message.

- 4.3.3 The proposal must contain all of the completed attachments, as required by the RFP Documents.

Telephone, hard copy and facsimile proposals may not be submitted and will not be considered. The District will not accept links to shared files in any proposal. The time stamp on the District's email will be the official clock utilized to determine the time for the close of submissions.

4.4 MANDATORY SUBMISSION OF SAMPLE MATERIALS

For a proposal to be considered, in addition to timely submitting the proposal via email as set forth above, the Proposal submission must include Sample Materials for evaluation by the District. The District must receive the Sample Materials to be evaluated on or before the deadline for submission of proposals. In the event that the submitting Firm is proposing Materials for some, but not all, grade levels, then the Firm's submission of Sample Materials shall be limited to only those grade levels included in the Firm's proposal. Sample Materials to be evaluated must be received on or before the deadline for submission of proposals at the office of the Curriculum & Instruction Support Adoption at the following address:

Attn: Melissa Prante
Omaha Public Schools
3215 Cuming Street
Omaha, NE 68131-2024

by November 24, 2025 at 2:00 p.m. (CT). The Materials to be furnished must include, at minimum, one complete set each of teacher and student Materials as follows:

One (1) set for early childhood, ages 3-5

All Materials must be submitted in sealed boxes/shipping containers marked on the exterior "Proposal for Early Childhood Literacy Curriculum RFP P003-25." Any proposal for which Materials are received after the deadline stated in this section will not be considered even if the proposal was timely submitted. The Materials furnished under this Section must be provided and shipped to the District without cost and the Firm shall have all risk of delivery failure or delay.

Materials submitted from firms not selected for field-testing must be retrieved from the District on or before 2:00 p.m. CT on February 27, 2026. It is the responsibility of each firm to retrieve its Materials. Materials not removed from District property by 2:00 p.m. CT Friday, February 27, 2026, will be discarded by the District.

4.5 PROPOSAL QUESTIONS

Any questions or requests for interpretation of this RFP and the RFP Documents must be submitted in writing and shall be submitted by e-mail to the question submission email box by 2:00 p.m. CT on the date designated as the deadline for questions. Questions submitted in any other form, including by hard copy, facsimile and telephone, and questions submitted to an email address other than the one indicated for questions in these RFP Documents will NOT be answered. Both the submission email box and the deadline are listed on the RFP cover sheet. Answers to questions will be provided to all Firms known to District to have requested the RFP Documents, without indicating which Firm submitted the question.

The communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed on the RFP cover sheet for questions is the only authorized location and representative of the District who can respond to questions regarding this RFP. Any attempt to communicate with or contact any Board Member, employee, or consultant of the District in any manner having to do with any aspect of this RFP prior to the deadline for submission of proposals may result in the disqualification of the Firm as a potential supplier.

4.6 WITHDRAWAL OF PROPOSALS

Prior to the opening of proposals, any Firm submitting a proposal may withdraw its proposal by email notification that is received by the District Operational Services Office, prior to the time specified for close of proposal submissions. Withdrawal notifications must be sent by email to the Proposal Submission Email Box listed on the cover page. A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail proposal addendum or proposal modification in lieu of a withdrawal is not acceptable and will be rejected. Properly withdrawn proposals may be re-submitted up to the time for the close of proposal submission, in the same manner as required for submitting initial proposals. After opening of proposals, the proposals shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period.

4.7 OPENING OF PROPOSALS

Proposals will be opened at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 in public immediately following the proposal submission deadline stated on the RFP Document cover page. Those submitting proposals can attend the opening in person or join the opening remotely by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States. The Phone Conference ID 634 251 296 # is listed on the RFP cover page. If attending in person, please arrive at the security desk at least 15 minutes prior to the 2:00 p.m. CT deadline.

4.8 PROPOSAL TABULATION

Notes may be taken at the public reading of the proposals at the specified time and date of the opening, or a personal inspection may be made of the proposals after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of an awarded proposal may be obtained by a written request including the proposal number, a self-addressed envelope, and a check for \$5.00 for the first 20 pages and \$0.25 for each additional page over 20 pages, (do not send cash), payable to Douglas County School District 0001, for each proposal tabulation requested. The request may be included with a proposal or mailed to the Purchasing Division of the District.

4.9 REVIEW OF PROPOSALS

All proposals received will be reviewed by an evaluation committee consisting of District staff and appointed individuals who will determine the Firms whose Materials will be selected for field testing and also will make recommendations to the Board of Education of the District as to which Firm or Firms submitting proposals should be selected to provide Materials to the District. The evaluation committee may invite Firms to in person or virtual presentations or demonstrations to clarify proposal submissions as a part of the evaluation process. Any costs incurred by a Firm associated with presenting or demonstrating their materials will be the responsibility of the Firm incurring such costs to pay and will not be reimbursed by the District.

4.10 PROPOSAL EVALUATION AND SELECTION CRITERIA

The evaluation committee will utilize the following criteria, plus other such criteria as it deems relevant in its sole discretion, to make its recommendation to the Board.

- 4.10.1 Relevant qualifications of the Firm's Materials based on education and experience.
- 4.10.2 Compliance of the Materials with legal requirements and RFP Documents requirements.
- 4.10.3 The experience of the Firm and its personnel in providing Materials and services in large, diverse and urban districts and in performing its prior contractual obligations to the District.
- 4.10.4 Availability of Firm resources to meet the schedule and project requirements.
- 4.10.5 Information supplied by references.
- 4.10.6 The results of Material reviews and demonstrations, if conducted, including the content of the Materials, and stakeholder surveys.
- 4.10.7 The results of the field testing (final selection only).
- 4.10.8 Cost of the Materials.

4.11 SELECTION PROCESS FOR FIELD TESTING

As a part of the selection process, presentations or demonstrations may be conducted by the evaluation committee with those Firms selected by the evaluation committee for further evaluation. Presentations or demonstrations will be held at the District's offices in Omaha, Nebraska or virtually, based on the initial evaluations and reference checks. Firms selected for presentations or demonstrations may be provided with a specific format for presenting to the evaluation committee. All costs incurred by the Firms to participate in such presentations will be the responsibility of the Firm. Following the evaluation of Materials, reference checks and presentations (if conducted), the District will select the Firms that will be asked to submit their Materials for field testing during the 2025-2026 school year.

4.12 FIELD TESTING

The Firms selected by the District for field testing of the Materials must meet the following requirements in order for their Materials to be field tested by the District:

- 4.12.1 A class set of Materials, not to exceed 25 class sets, (hard copy or digital) including digital access to any available learning platform for each course and teacher will be required for the field-testing process, to be furnished to the District at the expense of the selected Firms. Teacher field-test materials including digital access are required for each classroom. Selected field-test teachers will use each resource for up to a nine (9) week cycle. See Section 2.2 of this RFP for technology requirements for field testing.
- 4.12.2 Firms selected for field testing will work with District staff to determine the exact number of digital subscriptions for the field-testing Materials are needed.

- 4.12.3 Materials selected for spring 2026 field testing will be delivered to individual school sites designated by the District, at the expense of the Firm, and must arrive no later than February 15, 2026.
- 4.12.4 Each Firm whose materials are selected for field testing must provide one, three-hour training sessions for teachers participating in the field testing on the use of the Materials prior to and during the field testing. Such training will be held in Omaha, Nebraska, or may occur virtually, and all expenses of such training will be the responsibility of the Firm providing the training. Recordings of virtual meetings must be made available to the District throughout the duration of the selection process. The selected Firms will work with the District's Curriculum and Instruction Support personnel to determine content for the trainings.
- 4.12.5 Each Firm participating in field testing will create and monitor an interactive forum for teacher questions and answers during the field test.
- 4.12.6 Each Firm participating in field testing will create one 30-minute video for community members that reviews the structure of a lesson, independent practice, support for families, blended learning opportunities and tiered instruction
- 4.12.7 At the completion of field testing, Firms participating in field testing that are not selected as successful Firms must, at their cost, pick-up the field-testing Materials within 15 days after being notified by the District that they have not be selected. Materials not removed from District property by 2:00 pm CT on the last day to remove such Materials will be discarded by the District. Digital materials submitted by Firms not selected as successful Firms will be deleted by the District from its computer system.
- 4.12.8 Firms will be responsible for shipping all field test Materials directly to teachers at the designated OPS locations. The names of the teachers and their school locations will be provided to the Firms involved with field testing. Firms will be responsible for picking up items after the review if they are not selected for the field testing.
- 4.12.9 Firms will be required to provide instructional pacing guides for field test teachers based on the content standards provided by the District.
- 4.12.10 Firms will be required to complete and sign the District's standard Data Protection Agreement (DPA) with the District prior to the start of field testing. Please see Exhibit C of this RFP.
- 4.12.11 The Firm or Firms selected to furnish the Materials will also be required to sign another DPA at the time the Contract for the Materials is signed.

4.13 FINAL PROPOSAL EVALUATION

Following the completion of the District's review of the proposals and completion of the field testing, the evaluation committee will evaluate the results of the proposal review and field testing, together with other information the committee has obtained from references and from presentations and demonstrations of Materials, if conducted. Based on the evaluation criteria set forth in Section 4.10 above and such other additional criteria and any other information as the District believes in its discretion to be relevant to the evaluation, the evaluation committee will determine the Firm or Firms that it will recommend to the Board of Education to furnish the Materials referred to in the

RFP Documents that should be purchased for District use. The District reserves the right to reject any or all proposals or any part thereof and to waive any or all technicalities and irregularities and award the proposal based on its determination of the best interests of the District. Upon Board approval of the Materials, the District will negotiate a Contract for purchase of the Materials with the selected Firm or Firms, which negotiation will include the cost of the Materials to the District (as used in the RFP Documents, the "Contract"). If the District and any of the selected Firm or Firms cannot successfully negotiate a contract, the selection of that Firm or Firms will be withdrawn, and the District shall undertake negotiations for a Contract with another Firm of the District's choosing. The Contract or Contracts, when negotiated, will be presented to the Board of Education for approval. The District's Board of Education must approve all contracts of \$50,000.00 or more.

4.14 RFP RESPONSE CHECKLIST

The District has provided an RFP Response Checklist to assist in the preparation and submission of proposals. The purpose of the checklist is to ensure that Firms clearly indicate where each RFP requirement is addressed in their proposal. This checklist is designed to streamline the evaluation process and ensure that proposals are comprehensive and aligned with the District's expectations.

- Firms must complete the RFP Response Checklist from the RFP Documents provided by the District. A checklist page is attached to these RFP Documents as Exhibit B.
- For each requirement listed in the checklist, Firms must indicate the section(s) and page number(s) of their proposal where the corresponding information can be found.
- Firms should ensure all applicable requirements are addressed, even if a requirement is not relevant to a particular Firm (e.g., specific to certain course materials).
- The completed checklist must be included as part of the Firm's proposal submission. Missing or incomplete checklists may result in the proposal being considered non-compliant.
- Format Consistency: Ensure the checklist format is maintained, and responses are clear and concise to aid in the review process.

The District reserves the right to disqualify proposals that do not include a completed checklist or that fail to address RFP requirements clearly.

4.15 DATA PROTECTION AGREEMENT

An awarded contract with the District requires the Firm to sign the District's Data Protection Agreement. The District's standard form is attached as Exhibit C. Edited or revised versions of Exhibit C or any other Data Protection Agreement should not be included in the proposal submission.

5.0 GENERAL TERMS AND CONDITIONS

5.1 GENERAL

The Contract between the District and the selected Firm or Firms shall incorporate by reference of all of the RFP Documents identified in Section 4.1 above and the agreed upon portions of the selected Firm's proposal and proposal attachments that are acceptable to the District. The term

“Contractor” as used in these General Terms and Conditions means the successful Firm that was awarded the Contract with the District to provide the Materials and services that are the subject matter of this RFP.

In the event of a conflict between Contractor's proposal and the remainder of the RFP Documents, the remainder of the RFP Documents shall control.

5.2 CIVIL RIGHTS

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The Contractor agrees no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which District receives federal financial assistance from the Department; and hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Contractor agrees not to discriminate in its employment practices and will render services under this Contract without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation, or economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Contractor.

5.3 CONTRACTOR'S REPRESENTATION

In submitting its proposal, the Contractor represents that it has read and understands the RFP Documents, that its proposal is submitted in accordance therewith, and that the Contractor is familiar with the local conditions that may affect the proposal and performance required by the RFP Documents.

5.4 COLLUSIVE ACTIONS

The Contractor's signature on the proposal is the Contractor's guarantee that the Contractor's proposal and the contents thereof have been arrived at without collusion with other eligible Contractors and without any effort to preclude the District from obtaining the services specified in the RFP Documents at the lowest competitive rate.

5.5 FINANCIAL RESPONSIBILITY

The District reserves the right, during the evaluation process, to request a current financial statement as evidence of the Contractor's financial stability. This information must contain a statement on whether the financial statement is internally prepared or has been prepared by an outside accounting firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Contractor.

5.6 COST INCURRED IN RESPONDING

This RFP does not commit the District to pay any costs incurred by a Contractor in the preparation and submission of proposals, in making necessary studies for the preparation thereof, in procuring or contract for services in connection with the proposal, in attending any pre-proposal meeting, attending any post-submission interview, or attending and performing any post-submission demonstration.

5.7 WORKER VERIFICATION

The Contractor contracting with the District shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall contractually require all subcontractor(s) performing work under such Contract to also register and utilize such electronic verification system. The Contractor awarded the Contract and all of such Contractor's subcontractor(s) shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the Contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by the Contractor or any subcontractor to perform services in Nebraska under such Contract. The Contractor shall provide such reasonable documentation as District may request from time to time during the performance of the Contract and for 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the Contract with the District.

5.8 INSURANCE REQUIREMENTS

The Contractor will maintain, at all times while under Contract with the District, workers compensation insurance for all of its employees as required by law, and shall also be required to maintain the following insurance coverages:

Employer's Liability
 \$500,000 per accident
 \$500,000 disease, policy limit
 \$500,000 disease, each employee

Commercial General Liability
 Bodily injury and property damage liability:
 \$1,000,000 for both bodily injury and property damage
 Coverage shall include completion operations, broad form property damage, and personal injury and advertising liability coverage.

Automobile Liability Insurance
 Bodily injury and property damage liability:
 \$1,000,000 combined single limit

Cyber Liability Insurance
 \$1,000,000.00 per occurrence

Coverage shall include losses arising out of or in connection with a data breach, security incident or privacy violation

Excess Liability

\$2,000,000 limit of liability

Professional/E&O Liability

\$1,000,000 limit of liability

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory. Liability coverages must be on an occurrence basis, other than professional liability insurance. The District shall be named as an additional insured on all such liability policies, other than professional liability. The policies shall be endorsed to provide for waiver of subrogation as to the District. The policies shall also be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. The Contractor will provide certificates to the District evidencing such coverages.

5.9 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to the District that the sole proprietor or each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to the District that person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

5.10 FEDERAL TAXES

Where Federal statutes exempt the District from the payment of excise or manufacturer's taxes on Materials or equipment, the Contractor shall exclude the amount of any applicable Federal excise or manufacturer's taxes from its proposal. The District will furnish the Contractor, on request, the necessary exemption certificates to aid the Contractor in the recovery of any such taxes paid.

5.11 STATE AND CITY TAXES

The District, as a political subdivision, is exempt from the payment of Nebraska State and city sales and use taxes, and no such taxes should be included in any amounts to be paid by the District under its Contract with the Contractor. The District's tax exemption number is 5-0597767.

5.12 TARIFFS, DUTIES, ROYALTIES, AND LICENSE FEES

All applicable tariffs, duties, royalties, and license fees pertaining to the Platform, including penalties and interest, paid or incurred by the Contractor shall be paid by the Contractor and shall not be included in any payments by the District.

5.13 PERFORMANCE OF CONTRACT

The Contractor shall perform all of its duties hereunder in a good and professional manner and in accordance with accepted sound business practices.

5.14 ASSIGNMENT AND BINDING EFFECT

The Contractor shall not assign the Contract, or any part thereof, to any other person or entity without the prior written approval of the District, which the District may withhold at its discretion. Transfers aggregating fifty percent (50%) or more of the capital or voting stock of the Contractor (if the Contractor is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Contractor's partnership interest (if the Contractor is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Contractor (if Tenant is a limited liability company or other legal entity) shall be deemed to be an assignment of the Contract. The Contract between the District and Contractor shall be binding on the successors and permitted assigns of the District and Contractor.

5.15 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during an RFP procedure will include the RFP Documents, the Contractor's bid and any other document submitted by a Contractor to OPS, a Contractor's questions and OPS responses, any agreement between OPS and the successful Contractor, any purchase order issued to the successful Contractor by OPS, or any other public record in the possession of OPS regarding this RFP and contracting process, whether created before or after the RFP Documents were issued by OPS and whether created by OPS, a participating Contractor or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. §712.05. It shall be the sole responsibility of Contractors (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the Contractor to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, the Contractor agrees to defend OPS in any legal challenge to such requested redactions at Contractor's own expense. The failure of a Contractor to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a Contractor to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the Contractor's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

5.16 DEFAULT AND REMEDIES

In the event the Contractor: (i) breaches or violates any of the terms and conditions of the Contract between the Contractor and the District; (ii) fails to perform any duty or obligation thereunder; or (iii) if the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over the Contractor's affairs; and, provided, any of the foregoing defaults are not cured by Contractor, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Contractor, District may take any or all the following actions, in addition to such other remedies as are allowed by law:

- Suspension – The District may suspend its payments under the Contract without terminating the Contract and withhold any further payment pending corrective action by the Contractor.
- Termination – The District may terminate the Contract at any time by notice to Contractor, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the Materials and corresponding services from a different Contractor. In the event of such termination, the Contractor shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Contractor is insufficient to pay for the cost of completing performance of the Contract obligations by a substitute firm, the Contractor shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of providing the Materials and performing such services by the substitute firm to the District and the remaining unpaid funds held by the District under this Contract.

The remedies set forth in this Section are in an addition to any other rights and remedies that the District may have as a result of such default, including the recovery of damages.

5.17 TERMINATION WITHOUT CAUSE

District may terminate the Contract with the Contractor without cause, at any time prior to the completion of the Term of the Contract and without penalty by providing sixty (60) days prior notification in writing to the Contractor. In the event of a no cause termination, the District shall pay to the Contractor the amount owed for the Materials and services furnished to the District by the Contractor from the date of the Contract up to the date of termination and upon such payment shall be relieved of further obligation hereunder.

5.18 INDEMNIFICATION

The Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless District and its Board members, officers, agents and employees, from and or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any negligent act or omission, or intentional misconduct of Contractor or Contractor's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and the District; (iii) any injury to persons or property or loss of life caused by negligent or intentional act or omission of Contractor or by Contractor's agents, employees or contractors other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors; or (iv) any violation or infringement of any copyright, patent, trademark or tradename or other intellectual property right by the Materials, the use thereof or the services provided. This indemnification shall survive the expiration or termination of the Contract.

5.19 COMPLIANCE WITH LAWS

The Contractor in performance of the Contract will comply with all applicable Federal, State and local laws, ordinances, regulations and codes.

5.20 INVALIDITY

If one or more of the provisions contained in the Contract are declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected, impaired or invalidated

unless the effect of such invalidity, voidness or unenforceability materially alters the purposes of this Contract.

5.21 RECORDS

The Contractor shall retain District records for a period of not less than seven years after they are audited by the District's external auditors without additional cost to the District. The record retention obligation shall survive the expiration or termination of the Contract with the Contractor.

5.22 GOVERNING LAW AND FORUM SELECTION CLAUSE

The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between District and the Contractor, without regard to its conflicts of laws principles. Any action concerning any provision of the Contract or its formation must be brought in the state or federal courts located in Douglas County, Nebraska. By submitting a proposal in response to this RFP and/or entering into any agreement with the District, the Contractor agrees that it submits to the personal jurisdiction of the state and federal courts located in Douglas County, Nebraska.

5.23 NO WAIVER

The failure of District or the Contractor to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligations of such party with respect thereto shall continue in full force and effect.

5.24 ENTIRE CONTRACT

This Contract, together with the RFP Documents incorporated therein and any attachments and any exhibits or schedules thereto, constitutes the entire Contract between the parties as to the subject matter hereof, and replaces any prior written and oral statements and understandings.

PROPOSAL

P#003-26 Early Childhood Literacy Curriculum

Proposal of _____, a [] corporation organized and existing under the laws of the State of _____; a [] limited liability company organized and existing under the laws of the State of _____; a [] partnership, organized and existing under the laws of the State of _____; or an [] individual (check appropriate box).

TO: Omaha Public Schools locked email box: adoptionbids@ops.org

All proposals must be submitted electronically to the following email address: adoptionbids@ops.org. All electronically submitted proposals must comply with the following requirements:

The RFP Documents convey the general style, type, character, and quality of the Materials and services desired. The undersigned acknowledges that the District will determine in its discretion which Materials and services are the best for the District. The Contractor is responsible to clearly and specifically indicate the materials being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the District to determine if the Materials offered meet the requirements of the RFP Documents. Failure to furnish adequate information for evaluation purposes may result in declaring a proposal non-responsive.

[INSERT PROPOSAL CONTENT HERE]

Attachments:

1. Completed References Form (Exhibit A)
2. Completed Response Checklist (Exhibit B).
3. Materials supplied electronically

SIGNATURE PAGE

P003-25

The undersigned certifies that the Firm submitting the proposal understands: 1) the requirements of the proposal; 2) an award of the proposal by the District, if made, will be based on compliance with the RFP Document requirements and the District's determination of which proposal will best serve the interests of the District; and 3) that the proposal award will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified services meeting the needs and requirements of the District, that it understands the scope of the work required by the bid documents and that other factors specified in the bid documents, in addition to the cost of services, will be considered in determining the successful proposal, if any. The undersigned further acknowledges that once the proposal is opened, it shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period. The undersigned further acknowledges that the District reserves the right to reject any or all proposals and any part thereof and to waive any or all technicalities and irregularities.

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the RFP# P003-26 Early Childhood Literacy Curriculum and is true and correct to the best of the undersigned's knowledge and belief.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Proposals must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

Proposal, with all required attachments, shall be emailed to the designated lockbox clearly labeled with:

Proposal P003-26 Early Childhood Literacy Curriculum

Delivered to: adoptionbids@ops.org by 2:00 PM (CT), November 24, 2025

Acknowledge receipt of the following Addenda:

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____

Exhibit A

References

1. Name of District: _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ E-mail: _____
Size of school district _____/students Date materials adopted:

2. Name of District: _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ E-mail: _____
Size of school district _____/students Date materials adopted:

3. Name of District: _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ E-mail: _____
Size of school district _____/students Date materials adopted:

EXHIBIT B**Response Checklist****General Requirements**

Requirement	Section/Page in Proposal
Firm profile, including identification, size, and geographic scope (Section 3.3.1 - 3.3.2).	
Identification of the individual signing the proposal (Section 3.3.3).	

Materials and Services Proposed

Requirement	Section/Page in Proposal
Confirmation that proposed materials meet RFP requirements (Section 3.3).	
Detailed list of all components included in materials (Section 3.4.1).	
Information on authors/developers and their experience (Section 3.4.2).	
Copyright/development date and revision timeline (Section 3.4.3).	
Alignment with local, state, or national standards (Section 3.4.4).	
Integration with District Learning Management Systems, if applicable (Section 3.4.6).	

Technology Requirements

Requirement	Section/Page in Proposal
Compliance with technology requirements (Section 2.2).	
Compatibility with District platforms (e.g., Canvas, Clever, Microsoft Teams) (Section 2.2.2).	
IMS-certified support for One Roster 1.2 and other integrations (Section 2.2.5).	
Details on Clever SSO, SFTP server for data transfer, and bandwidth requirements (Section 2.2.6).	

Professional Development

Requirement	Section/Page in Proposal
Plan for job-embedded, virtual, and on-demand professional development (Section 2.3.1).	
Collaboration with the District on customized professional development (Section 2.3.2).	
Focus on high expectations and engagement for all learners (Section 2.3.3).	

Contract Term and Pricing

Requirement	Section/Page in Proposal
Term-based pricing for 5-year Terms with annual extensions up to 7 years (Section 3.8).	
Fixed pricing for the initial Term and consistency for annual extensions (Section 2.1.8).	
Detailed cost projections, including per-student/user or per-site pricing (Section 3.8).	
Breakdown of costs for materials, digital access, professional development, and technical support (Section 3.8).	

References

Requirement	Section/Page in Proposal
Three references from school districts that have adopted the materials in the past 5 years (Section 3.7).	

Field Testing

Requirement	Section/Page in Proposal
Plan for field test materials delivery, training, and support (Section 4.12).	
Outline of field test success metrics and evaluation process (Section 4.12.9).	
Agreement to sign and comply with the Data Protection Agreement (Exhibit C).	

Exhibit C

Data Protection Agreement

(see attachment for review)