



**BOARD OF EDUCATION  
OF  
DOUGLAS COUNTY SCHOOL DISTRICT 0001  
(OMAHA PUBLIC SCHOOLS)**

**REQUEST FOR PROPOSALS (RFP) FOR  
SCIENCE TEXTBOOKS, RESOURCES, AND MATERIALS  
FOR DISTRICT'S HIGH SCHOOL SECONDARY GRADES 9-12, INCLUDING  
ELECTIVES, HONORS, ADVANCED PLACEMENT, AND THE SPANISH/ENGLISH  
DUAL LANGUAGE SCIENCE COURSES**

Proposal No.: P021-22

Due Date: May 5, 2022, 2:00 PM Central Time

**INVITATION**

The Board of Education ("Board") of Douglas County School District 0001 (Omaha Public Schools) ("District") invites proposals for science textbooks, resources and materials, which are collectively defined as "Materials" below, to be used in the District's High School Secondary Grades 9-12, including the Spanish/English Dual Language Program and electives, honors, and Advanced Placement courses. Firms may submit hardcopy textbooks, digital textbooks, digital materials, and associated resource materials for one or more of the District's Science courses grades 9-12. The District currently serves approximately 16,000 ninth through twelfth grade students and is planning for a District-wide adoption of new Materials for Science curriculum in 2023-24 for all nine high schools.

**SCOPE SUMMARY**

The District is seeking Materials specified in the RFP Documents from qualified and experienced publishing firms that can provide science textbooks (hardcopy or digital), teacher's manuals, digital materials, readers, and associated resource materials ("Materials") to be used in the District's High School Secondary Grades 9-12, including the Spanish/English Dual Language Program and electives, Honors, and Advanced Placement courses. The proposals and the Materials submitted will be evaluated by the District selection committee who will choose the Firm or Firms whose materials will be field tested. Following field testing, the selection committee will make a recommendation to the Board of Education regarding which Firm or Firms should provide the Materials for these programs. The District will negotiate with the selected Firm or Firms for the price for acquisition of the necessary Materials. After negotiations, a recommendation will be made by the selection committee to the Board of Education. Once a satisfactory Contract is

negotiated between the District and the selected Firm or Firms, the Contract will be presented to the Board of Education for approval.

**PROPOSALS ARE DUE: May 5, 2022 at 2:00 p.m. (CT)**

**1.0 PROPOSAL SUBMISSION INSTRUCTIONS**

**1.1 General**

The RFP Documents include the Invitation for Proposals, the Scope Summary, the Proposal Submission Information in Sections 1.0 to 1.19, the General Terms and Conditions in Sections 2.0 to 2.21, the Proposal Specifications in Sections 3.0 to 3.3, the contents of the Proposal in Section 4.0 to 4.12, the Proposal Form (Exhibit A), the Signature Page and the Certification (Exhibit D). The RFP Documents are incomplete without all of these sections.

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 following email address: [scigeneral@ops.org](mailto:scigeneral@ops.org). 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 and returned to the submitting Firm unopened. The District will not be responsible for lateness of receipt of proposals due to mail or delivery delays. 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.

**1.2 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 responding to part of the RFP, the proposal must indicate clearly and specifically the portion of the scope of services to be provided.

The information requested in Section 4.0 of the RFP Documents should be inserted into the 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 4.0 to assist in the review of the proposal by the District. Only include the information requested.

**1.3 PROPOSAL SUBMISSION**

To be considered, one (1) copy the proposal prepared in compliance with the requirements of this RFP document must be submitted to the District by 2:00 p.m. (CT) on May 5, 2022. Proposals must be submitted electronically to the following email address:

[scigeneral@ops.org](mailto:scigeneral@ops.org). All electronically submitted proposals must comply with the following requirements:

- a. The proposal must be submitted in a pdf format.
- b. The proposal must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: "P021-22 :Proposal for Science Hardcopy or Digital Textbooks and Resources to Be Used in the District's High School Grades 9-12, Including the Spanish/English Dual Language Program and Electives, Honors, and Advanced Placement Courses.

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 RFP. The time stamp on the District's email will be the official clock utilized to determine the time for the close of submissions.

#### **1.4 SEPARATE SUBMISSION OF MATERIALS**

For a proposal to be considered, in addition to timely submitting the proposal via email as set forth above, one copy of all Materials for each grade to be evaluated and all other information required by this RFP, as stated in the RFP Documents, 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: CIS Chris Schaben  
Omaha Public Schools  
3215 Cuming Street  
Omaha, NE 68131-2024

Due by May 5, 2022 at 2:00 p.m. (CT).

All Materials must be submitted in sealed boxes/shipping containers marked on the exterior "Proposal for Science Textbooks, Resources and Materials RFP P021-22" to be used in the District's High School Grades 9-12, Including the Spanish/English Dual Language Program and Electives, Honors, and Advanced Placement Courses. Any proposal for which Materials are received after the deadline will not be considered even if the proposal was timely submitted.

Materials submitted from Firms not selected for field-testing must be retrieved from the District on or before 2:00 p.m. CT on July 8, 2022. It is the responsibility of each Firm to retrieve its Materials. Materials not removed from District property by 2:00 p.m. CT Friday, July 8, 2022, will be discarded by the District.

#### **1.5 DISTRICT'S RIGHT**

The District reserves the right to reject any or all proposals or any part thereof and to waive any and all technicalities and irregularities and award the proposal based on its determination of the best interests of the District.

**1.6 PROPOSAL QUESTIONS**

Any questions or requests for interpretation of this RFP must be submitted in writing and shall be submitted by e-mail to [scigeneralqa@ops.org](mailto:scigeneralqa@ops.org) by 2:00 p.m. CT on April 13, 2022. 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 above for questions is the only authorized location and representative of the District who can respond to questions regarding this RFP. Any attempt to communicate or contact any Board Member, employee, or consultant of the District in any manner having to do with any aspect of this RFP will result in disqualification of the Firm as a potential supplier.

**1.7 FIRM'S REPRESENTATION**

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

**1.8 COLLUSIVE ACTIONS**

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

**1.9 OPENING OF PROPOSALS**

Those submitting proposals can attend the opening of the proposals by accessing Microsoft Teams meeting at 1 tel: +402-509-3892, within the United States, Phone Conference ID: 935 302 891# so that proposals can be opened in public immediately following the close of the time specified for submitting proposals in the presence of the Firms or representatives of the Firms submitting proposals.

**1.10 PROPOSAL TABULATIONS**

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.

### **1.11 WITHDRAWAL OF PROPOSALS**

Prior to the opening of proposals, any Firm submitting a proposal may withdraw its proposal by e-mail notification that is actually received by the District Operational Services Office, at [scigeneral@ops.org](mailto:scigeneral@ops.org) prior to the time specified for close of proposal submission. 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 the initial proposal. 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.

### **1.12 FINANCIAL RESPONSIBILITY**

The District reserves the right during the evaluation process to request a current financial statement as evidence of the Firm'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 firm.

### **1.13 PRELIMINARY SCHEDULE**

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

<b>April 5, 2022</b>	Request for Proposals issued
<b>April 13, 2022</b>	Deadline for submitting questions by 2:00 p.m. CT
<b>May 5, 2022</b>	Proposals due by 2:00 p.m. CT
<b>May - August, 2022</b>	Committee review, materials review, reference check, interviews, if requested, and notification of Firm's materials to be field tested
<b>August 11, 2022</b>	Virtual presentation/recording of materials selected for further review provided by Firm
<b>September 1, 2022</b>	Notification of Firms selected for field testing
<b>September 16, 2022</b>	Teacher professional development for materials selected for field test provided by Firm
<b>Fall/Winter 2022-23</b>	Field Testing of Materials
<b>Spring 2023</b>	Recommendation of selected materials to the Board of Education for approval and negotiation of the Contract.

It is anticipated that the selected Materials will be utilized District-wide for the 2023-2024 school year. These schedules are subject to change depending on District needs as may be determined by the District. Any change will be communicated to all identified potential respondents.

#### **1.14 REVIEW OF PROPOSALS**

All proposals received will be reviewed by a selection committee consisting of District staff members and selected community representatives who will be responsible for reviewing, evaluating the Proposals and corresponding Materials, and determining the Materials that will be field tested.

#### **1.15 SELECTION PROCESS FOR FIELD TESTING**

As a part of the selection process, interviews may be conducted by the selection committee with selected Firms at the District's offices in Omaha, Nebraska or virtually, based on the initial evaluations and reference checks. Firms selected for interviews may be provided with a specific format for presentation to the selection committee. All costs incurred by the Firms to participate in such interviews will be the responsibility of the Firm being interviewed. Following evaluation of Materials, reference checks and interviews (if conducted), the District will select the firms that will be asked to submit their Materials for field testing during the 2022-2023 school year.

#### **1.16 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:

**1.16.1** Field-testing products selected for field testing will be delivered to individual school sites designated by the District, at the expense of the Firm, and must arrive by September 15, 2022. Firms will be required to submit the minimum number of class sets for each course as indicated in the table in Section 1.16.2 below. Selected field-test teachers will use each resource for up to a nine (9) week cycle.

**1.16.2** Firms selected for field testing will be required to send class sets of materials as indicated in the middle column of table below. Firms selected for field testing are encouraged to send Spanish editions of student materials as indicated in the third column of the table below. Recommended means that the course is a candidate to be taught as a dual language course. Optional means that the course is not likely to be a candidate to be taught in as a dual language course.

<b>Course</b>	<b>Number of Class Sets (English versions of text)</b>	<b>Dual Language Class Sets (Recommended or Optional for Sending Class Sets Spanish Editions = 1, unless otherwise noted)</b>
<b>Biology</b>	<b>Required (10)</b>	<b>Recommended (5)</b>
<b>AP Biology</b>	<b>Required (7)</b>	<b>Optional</b>
<b>Chemistry</b>	<b>Required (10)</b>	<b>Recommended (2)</b>
<b>AP Chemistry</b>	<b>Required (7)</b>	<b>Optional</b>

<b>Physics</b>	<b>Required (7)</b>	<b>Recommended (2)</b>
<b>AP Physics 1 and 2</b>	<b>Required (7)</b>	<b>Optional</b>
<b>AP Physics C</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Anatomy &amp; Physiology</b>	<b>Required (10)</b>	<b>Recommended (2)</b>
<b>Environmental Science</b>	<b>Required (10)</b>	<b>Recommended (2)</b>
<b>AP Environmental Science</b>	<b>Required (7)</b>	<b>Optional</b>
<b>Marine Biology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Earth Science</b>	<b>Required (10)</b>	<b>Recommended (3)</b>
<b>Forensic Science 1-2</b>	<b>Required (10)</b>	<b>Recommended (3)</b>
<b>Forensic Science 3-4</b>	<b>Required (3)</b>	<b>Recommended</b>
<b>Forensic Science 5-6</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Astronomy</b>	<b>Required (2)</b>	<b>Recommended</b>
<b>Nuclear Science</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Physical Science</b>	<b>Required (15)</b>	<b>Recommended (5)</b>
<b>Environmental Water Technology</b>	<b>Required (3)</b>	<b>Optional</b>
<b>Natural Resources Management</b>	<b>Required (3)</b>	<b>Optional</b>
<b>Inland Ecosystems</b>	<b>Required (3)</b>	<b>Optional</b>
<b>Zoology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Veterinary Science</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Science Research</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Medical Biology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Medical Chemistry</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Plants and Propagation</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Meteorology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Biology 3-4</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Medical Terminology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Intro to Exercise Science</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Horticulture</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Fundamental of Aero Tech</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Principles of Engineering</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Human Body Systems</b>	<b>Required (2)</b>	<b>Optional</b>
<b>BioMed Innovations</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Principles of Bioscience</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Medical Interventions</b>	<b>Required (2)</b>	<b>Optional</b>

<b>Foundations of Healthcare</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Intro to Aeronautics</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Pathology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Patient Care</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Pharmacy Technology</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Sports Medicine</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Behavioral Health</b>	<b>Required (2)</b>	<b>Optional</b>
<b>CNA</b>	<b>Required (2)</b>	<b>Optional</b>
<b>EMT</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Fire Science</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Epidemiology and Disease Prevention</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Health Informatics</b>	<b>Required (2)</b>	<b>Optional</b>
<b>Biomechanics</b>	<b>Required (2)</b>	<b>Optional</b>

**1.16.3** Provide up to four, 3-hour training sessions for teachers participating in the field testing in 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 at any time throughout the duration of the selection and field testing process for viewing by District personnel involved in the field testing and selection of materials. The selected Firms will work with the District's Curriculum and Instruction Support personnel to determine content for the training sessions.

**1.16.4** Firms will create and monitor an interactive forum for teacher questions and answers during the field test.

**1.16.5** Firms will create one 30-minute video for community members that review the structure of a lesson, independent practice, support for families, blended learning opportunities, supports for English language learners, tiered instruction to meet the needs of all learners, multicultural inclusion, and accessibility.

**1.16.6** 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.

**1.16.7** Firms will be responsible for shipping all field test Materials directly to teachers at the designated District locations. Publishers will be responsible for picking up items after the review if they are not selected for the field testing.

**1.16.8** Firms will be required to provide instructional pacing guides for field test teachers based on the content standards provided by the District.

**1.16.9** 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. 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.

## **1.17 FINAL PROPOSAL EVALUATION**

Following the completion of field testing, the selection committee will evaluate the field testing results, together with the proposals and other information from the initial evaluation of the Firms that were selected for field testing. Based on the evaluation criteria set forth below and such other additional criteria as the District believes in its discretion to be relevant to the evaluation, the selection 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 adopted for use District-wide. Upon Board approval of the adoption of the Materials, the District will negotiate the Contract with the successful Firm or Firms, which negotiation will include the cost of the Materials to the District, for the Materials to be utilized District-wide starting with the 2023-2024 school year. If the District and the successful Firm cannot successfully negotiate the Contract the selection of the Firm will be withdrawn, and the District shall undertake negotiations for a contract with another Firm of the District's choosing. The Contract or the Contracts, when negotiated, will be presented to the Board of Education for approval.

## **1.18 PROPOSAL EVALUATION AND SELECTION CRITERIA**

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

**1.18.1** Relevant qualifications of the Firm's Materials based on education and experience.

**1.18.2** Compliance of the Materials with legal requirements and RFP requirements.

**1.18.3** The experience of the Firm and personnel in the performance of providing Materials and services in large, diverse and urban districts.

**1.18.4** Availability of Firm resources to meet the schedule and project requirements.

**1.18.5** Information supplied by references.

**1.18.6** The results of interviews, if conducted.

**1.18.7** The results of field tests in the form of the quality of the instructional material rubrics and stakeholder surveys.

**1.18.8** Cost of the Materials.

## **1.19 COSTS INCURRED IN RESPONDING**

This RFP does not commit the District to pay any costs incurred by a Firm in the preparation and submission of proposals, in providing Materials to the District, in procuring or contract for any services in connection with the proposal or in attending any post-submission interview.

## **2.0 GENERAL TERMS AND CONDITIONS**

### **2.1 GENERAL**

The Contract between the District and the selected Firm or Firms shall incorporate by reference the requirements of the Invitation for Proposals, Scope Summary, Sections 1.0 to 4.0 of the RFP Documents (Proposal Submission Instructions, the General Terms and Conditions, the Proposal Specifications and the Proposal Requirements), Exhibits A through D, Inclusive and the agreed upon portions of the Firm's proposal with any attachments. In the event of a conflict between Firm's proposal and the remainder of the RFP Documents, the remainder of the RFP Documents shall control.

### **2.2 CIVIL RIGHTS**

The Firm 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 Firm 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 Firm will immediately take any measures necessary to effectuate this Contract. The Firm further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Firm 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 Firm or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Firm.

### **2.3 WORKER VERIFICATION**

The Firm 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 Firm shall contractually require all subcontractor(s) performing work under such Contract to also register and utilize such electronic verification system. The Firm awarded the Contract and all of such Firm'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 Firm or any subcontractor to perform services in Nebraska under such Contract. The Firm 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.

### **2.4 PUBLIC BENEFIT**

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Firm is a sole proprietorship or a general partnership, the Firm 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 my USCIS documentation upon request by the District.

### **2.5 FEDERAL TAXES**

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

### **2.6 STATE AND CITY TAXES**

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

## **2.7 TARIFFS AND DUTIES**

All applicable tariffs or duties, including penalties and interest, shall be paid by the Firm and shall not be included in any payments by the District.

## **2.8 PERFORMANCE OF CONTRACT**

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

## **2.9 ASSIGNMENT AND BINDING EFFECT**

The Firm 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 Firm (if the Firm is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Firm's partnership interest (if the Firm is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Firm (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 Firm shall be binding on the successors and permitted assigns of the District and Firm.

## **2.10 DEFAULT AND REMEDIES**

In the event the Firm: (i) breaches or violates any of the terms and conditions of the Contract between the Firm and the District; or (ii) fails to perform any duty or obligation thereunder (iii) if the Firm should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over the Firm's affairs, and provided any of the foregoing defaults are not cured by Firm, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Firm, 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 Firm.
- Termination – The District may terminate the Contract at any time by notice to Firm, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the Materials from a different Firm. In the event of such termination, the Firm shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Firm is insufficient to pay for the cost of completing performance of the Contract obligations by a substitute firm, the Firm shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of performing such services by the substitute contractor or the District and the remaining unpaid funds held by the District.

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.

## **2.11 TERMINATION WITHOUT CAUSE**

District may terminate the Contract with the Firm 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 Firm. In the event of a no cause termination, the District shall pay to the Firm the amount owed for any Materials furnished to the District by the Firm from the date of the Contract up to the date of termination and upon such payment shall be relieved of further obligation hereunder.

## **2.12 INSURANCE**

The Firm will maintain at all times while under Contract with the District, shall be required to maintain the following insurance coverages:

Statutory worker's compensation insurance for all of its employees as required by law.

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 combined single limit  
 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  
 \$2,000,000.00 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

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. The District shall be named as an additional insured on all such liability policies. The policies shall 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 Firm will provide certificates to the District evidencing such coverages.

## **2.13 INDEMNIFICATION**

Firm, 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

any 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 act or omission of Firm or Firm's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the Contract between the Firm and the District; (iii) any injury to persons or property or loss of life caused by Firm or by Firm'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 provided.

#### **2.14 COMPLIANCE WITH LAWS**

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

#### **2.15 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.

#### **2.16 RECORDS**

The Firm 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 Firm.

#### **2.17 GOVERNING LAW AND FORUM SELECTION CLAUSE**

The laws of the State of Nebraska shall govern both the interpretation of the Bid Documents and the interpretation and performance of the Contract between the District and the Firm, without regard to its conflicts of laws principles. Any action concerning any provision of the Contract or its formation must be brought in the appropriate courts of the State of Nebraska.

#### **2.18 NO WAIVER**

The failure of District or the Firm 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.

#### **2.19 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.

## **2.20 REQUIREMENTS RELATING TO FEDERAL AWARDS**

The following requirements must be met by Contractor, and where applicable, by subcontractors, in connection with the performance of the Contract with the District as required for any contracts involving a Federal award. This Contract is being funded through a Federal award.

**2.20.1** By submitting a proposal and entering into a Contract with the District, Contractor represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**2.20.2** If the amount of the Contract between the District and the Contractor is \$100,000 or more, Contractor shall file a certification (see Exhibit A to the RFP Documents). In the certification, recipients of each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the District.

**2.20.3** If the Contract between the District and the Contractor is in excess of the amount of \$150,000 Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the District, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **2.21 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

All contracts awarded by the District for this Project in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **3.0 PROPOSAL SPECIFICATIONS**

#### **3.1 GENERAL REQUIREMENTS**

The Materials shall include both teacher and student materials such as textbooks, resources, digital materials, materials, and professional development for the District's High School Science Grades 9-12, including the Spanish/English Dual Language Program and electives, honors, and Advanced Placement courses. Materials should include core curriculum and separate tiered interventions and/or resources.

**3.1.1** Content must align with the Nebraska College and Career Ready Standards for Science ([link to Nebraska standards](#)).

**3.1.2** Advanced Placement textbook and corresponding resources must align with the College Board curricular and resource requirements

**3.1.3** Materials must incorporate evidence-based approaches, strategies, and resources so that all learners can access grade-level content.

**3.1.4** Materials must incorporate multicultural education at all grades, including a balanced portrayal of demographics and characteristics represented throughout the District.

**3.1.5** Materials should support a digital blended learning model, which includes instructional design where teacher-led instruction is enhanced with online learning.

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

**3.1.7** The cost of the Materials as indicated in the Firm's proposal shall remain the same as set forth in the proposal and shall not be increased by the selected Firm for any Materials acquired by the District through the end of the 2023-2024 school year.

#### **3.2 TECHNOLOGY REQUIREMENTS FOR MATERIALS**

The Firm's proposed Materials must meet the following technology requirements.

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

**3.2.2** Materials must include traditional teacher and student Materials and digital components that can support integration with the District digital learning platform (e.g., OPS Learning Management Systems: Canvas, Seesaw, Clever, and Microsoft Teams).

**3.2.3** Digital Materials may include a comprehensive online platform, digital manipulatives, professional learning resources, online planner, customizable assessment tools, and digital student and teacher resources.

**3.2.4** All applications must be compatible with current Windows, MAC OS, and IOS operating systems.

**3.2.5** The District is requesting IMS certified support for OneRoster 1.1. Evidence of a valid conformance certification, including current registration number, must be available from the IMS Global web site.

**3.2.6** Firms will provide the following information:

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

### **3.3 PROFESSIONAL DEVELOPMENT**

The selected Firm must provide job-embedded and on-demand professional learning opportunities for District staff including explicit training for those implementing the selected science curriculum for the fall of 2023.

**3.3.1** The Materials should include samples of structured units as guides for teachers, as well as others that are less structured, to allow teachers to take greater command of designing their units as they feel more comfortable with their instructional shifts.

**3.3.2** The Materials' design should include spaces for collaborative conversations among students and with teachers, and support teachers who need to learn how to do this.

**3.3.3** Digital tools support a virtual learning community for teaching and reflection. This may include teaching videos.

**3.3.4** Publisher will collaborate with the District to design customized professional development.

**3.3.5** Professional development should take an active stance on reinforcing high-expectations and opportunities for all learners to engage with and achieve grade-level content standards along with increased language proficiency.

## **4.0 PROPOSAL REQUIREMENTS**

### **4.1 GENERAL**

In addition to submission of the Materials required in Section 1.4 of the RPF Documents, the Firm's proposal shall also contain, at a minimum, the following information under the following sections, which must be organized in the order given below. Firms may use a

format of their choosing within the sections. Any proposal not containing the required information may be rejected by the District.

## **4.2 FIRM PROFILE**

**4.2.1** Identification of the Firm, including address of its principal office, the principal contact person, telephone and fax number, 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 organization.

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

**4.2.3** 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, facsimile 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.

## **4.3 MATERIALS AND SERVICES PROPOSED**

Please state affirmatively in your proposal that your Firm can provide all of the Materials and services required by this RFP. If the Firm is proposing materials and services for only one Course, the proposal should indicate clearly and specifically the Course. 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.

## **4.4 INFORMATION REGARDING MATERIALS FURNISHED**

**4.4.1** List all of the components included in the Materials (e.g., textbook, student reader, teacher Materials, digital Materials, electronic media and the like) for the District's High School Grades 9-12, including the Spanish/English Dual Language Program and electives, honors, and Advanced Placement courses and indicate what the purpose of each item is.

**4.4.2** List the authors of the Materials and their academic and relevant work-related experience.

**4.4.3** List the copyright date or date of the Materials and indicate when the Materials were last revised and when the next anticipated revision will occur. State whether the proposed Materials are periodically updated and, if so, how the updates are accomplished.

**4.4.4** State specifically how the Materials align with the Nebraska College and Career Ready Standards for Science.

**4.4.5** State specifically how multicultural education is incorporated in the Materials, at the corresponding grades. Multicultural education includes but is not limited to studies relative to the culture, history and contributions of African Americans,

Hispanic Americans, Native Americans, Asian Americans, and European Americans with special emphasis on human relations and sensitivity toward all races. (Nebraska Rule 10 004.01F).

#### **4.5 TECHNOLOGY REQUIREMENTS FOR MATERIALS**

Please state how the Firm's Materials will satisfy the technology requirements set forth in Section 3.2 of the RFP Documents.

#### **4.6 PROFESSIONAL DEVELOPMENT**

Please state how the Firm's Materials will satisfy the professional development requirements set forth in Section 3.3 of the RFP Documents.

#### **4.7 REFERENCES**

Provide the names of at least three different school districts that have adopted district-wide 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 B.

#### **4.8 COST**

Please provide a cost projection on a per student basis for each program by grade level for the Materials required and state as to each such cost projection all of the components of the Materials that are included in that cost projection and the individual cost of each item for the entire term. The term of the contract will be for one (1) year(s), commencing after Board of Education approval, for the 2023-2024 school year. At the District's option, and based on written notice to Contractor delivered on or before the expiration of the then existing term, the terms of the Contract may be extended for up to six (6) additional term(s) of one (1) year each.

#### **4.9 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.

#### **4.10 REQUIRED ATTACHMENTS**

The Proposal should have the following attachments included in the proposal:

**4.10.1** Completed Reference Form (Exhibit B)

**4.10.2** Completed and signed Certification (Exhibit D)

#### **4.11 STATEMENT OF UNDERSTANDING**

The respondent is to 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.

#### **4.12 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 Proposal form as a part of Exhibit A. Failure to attach a completely executed signature page will be grounds for rejecting the proposal.

**EXHIBIT A**

**PROPOSAL**

**Science Textbooks, Resources and Materials**

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: [scigeneral@ops.org](mailto:scigeneral@ops.org)**

*All proposals must be submitted electronically to the following email address: [scigeneral@ops.org](mailto:scigeneral@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 acknowledged that the District will determine in its discretion which Materials and services are the best for the District.

The Firm 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 product offered meets 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]**

**SIGNATURE PAGE RFP P021-22**

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 RFP documents and that other factors specified in the RFP 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 all technicalities.

**The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals P021-22 – Science Textbooks Resources and Materials to be Used in the District’s High School Secondary Grades 9-12, including the Spanish/English Dual Language Program and Electives, Honors, and Advanced Placement Courses 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 P021-22 Science Textbooks, Resources and Materials .**

and emailed to:

**[scigeneral@ops.org](mailto:scigeneral@ops.org) by 2:00 PM (CT), May 5, 2022.**

**Exhibit B**

**References RFP P021-22**

Supply three references from school districts that have adopted, within the last five years, the Science materials you propose to furnish.

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

**Exhibit C**

**Data Protection Agreement**

**THE TERMS OF USE AGREEMENT** (“Agreement”) is entered into between DOUGLAS COUNTY SCHOOL DISTRICT 0001, a Nebraska political subdivision, located in Douglas County, Nebraska, a/k/a Omaha Public Schools (hereinafter referred to as “the District”) and \_\_\_\_\_ (“Partner Organization”). Hereafter, each may be referred to in the singular as, the “Party” or collectively, as the “Parties” in this Agreement.

**WHEREAS**, Partner Organization acknowledges and understands that the District is required to safeguard the privacy of its students’ Education Records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.

**WHEREAS**, FERPA prohibits the unauthorized disclosure of personally identifiable information contained in students’ Education Records to anyone without the express written consent of the student or the student’s representative.

**WHEREAS**, FERPA has regulatory exceptions to the general rule of confidentiality and non-disclosure of individually-identifiable data and information to allow its disclosure and use by organizations acting as school officials under certain circumstances.

**WHEREAS**, should Partner Organization be identified as satisfying the criteria associated with one or more recognized FERPA exceptions, the District may disclose the requested data to Partner Organization, provided the purpose, scope, and duration are clearly set forth in writing and satisfy the terms and conditions of this Agreement.

**WHEREAS**, Partner Organization will provide to the District, and/or its participating schools on behalf of the District, specified services the District could otherwise use its employees to perform, Partner Organization acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” as those terms have been interpreted and defined under FERPA and similar Privacy Laws and regulations, and Partner Organization agrees to abide by FERPA and those laws while performing its service for the District.

**WHEREAS**, the services Partner Organization will provide to the District are described in the Service Agreement, identified below.

**NOW, THEREFORE**, the Parties enter into this Agreement governing the disclosure of personally identifiable student information and provision of services described herein.

## SECTION I DEFINITIONS

**A.** "Confidential District Information" means any and all confidential or proprietary information of the District in any form, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche, and includes paper and electronic information. Confidential District Information includes all student or employee record information. Confidential District Information also includes all business, operational, and other information provided by District to Partner Organization hereunder, provided such information is marked or otherwise identified by District as confidential or proprietary, or is of a nature that Partner Organization knows or should know is confidential or proprietary. Confidential District Information includes Education Records and Personally Identifiable Information.

**B.** "Data Incident" means any use or disclosure of Regulated Information by Partner Organization not authorized by law, this Agreement, or any other written agreements between District and Partner Organization related to Regulated Information.

**C.** "Education Records" has the same definition as in FERPA.

**D.** "Personally Identifiable Information" includes but is not limited to (a) student names; (b) names of a student's parent, guardian, or other family members; (c) addresses of students, their guardians, or other family members; (d) personal identifiers such as social security numbers, student numbers, or biometric records; (e) other indirect personal identifiers such as dates of birth, places of birth, and maiden names; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a person to identify the student with reasonable certainty; (g) "medical information" as may be defined in state law; (h) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (i) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (j) credit and debit card numbers or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (k) other financial account numbers, access codes, and driver's license numbers; (l) state- or federal-identification numbers such as passport, visa, or state identity card numbers; (m) "personally identifiable information" as may be defined in state law; and (n) Education Records.

**E.** "Privacy Laws" means all applicable state, federal, and local privacy and confidentiality laws (including related regulations, orders, or findings) which govern any Confidential District Information including, but not limited to: FERPA, COPPA, and the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98), as currently in effect or as amended from time to time, including any successor statutes and implementing regulations and rules.

**F.** "Regulated Information" means Personally Identifiable Information and Education Records.

## SECTION II CONFIDENTIAL DISTRICT INFORMATION

**A. Ownership of Data and Information.** The disclosure of Confidential District Information to Partner Organization is not an assignment of ownership of the Confidential District

Information to Partner Organization. The District retains ownership of all such information. Confidential District Information may only be re-disclosed by Partner Organization to a third-party with the prior written approval of the District.

**B. Confidentiality.** Partner Organization agrees to maintain the confidentiality of Confidential District Information provided by District to Partner Organization hereunder.

1. Partner Organization agrees to restrict access to Confidential District Information only to authorized representatives who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have been informed of the provisions set forth in this Agreement.

2. The confidentiality obligations regarding the Confidential District Information shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the Partner Organization, (ii) is independently developed by employees of the Partner Organization without use or reference to the Confidential District Information, (iii) is disclosed to the Partner Organization by a third party that, to the Partner Organization's knowledge, was not bound by a confidentiality obligation, (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order, or (v), is requested by operation of law.

3. Notwithstanding anything herein to the contrary and only to the extent consistent with the Privacy Laws, District hereby grants to Partner Organization a non-exclusive, royalty-free, nontransferable, revocable, limited license during the Term or any Renewal Term of this Agreement to collect, access, and use Confidential District Information provided Partner Organization: (1) collects, accesses, and uses Confidential District Information only as necessary and solely for meeting Partner Organization's performance obligations under this Agreement; (2) keeps records of any Partner Organization disclosures of Confidential District Information, including the names of the parties to which Partner Organization may have disclosed Confidential District Information and the legitimate interests under this Agreement or the Privacy Laws which such parties requested or obtained the Confidential District Information from Partner Organization; (3) destroys the Confidential District Information when it is no longer needed by Partner Organization for meeting its performance obligations under this Agreement; and (4) otherwise complies with the Privacy Laws.

**C. Limited Disclosure, Access and Use.** Partner Organization will abide by any and all conditions imposed by the District on the disclosure of Confidential District Information derived from and provided by the District, and agrees to manage and maintain it in accordance with the Privacy Laws.

1. Partner Organization and its officers, employees, and agents receiving Confidential District Information agrees to hold such information in strict confidence and use the information only for the limited purpose for which the disclosure was made.

2. Partner Organization affirms that its services will be conducted in a manner that does not disclose the Confidential District Information to anyone who is not an authorized representative of Partner Organization.

3. Partner Organization agrees not to use the Confidential District Information for any purpose other than the purposes for which the disclosure was sought from the District and made to Partner Organization.

4. The approval to use the Confidential District Information for one purpose does not confer approval to use the Confidential District Information for another or different purpose. Partner Organization shall not use any Confidential District Information, whether or not it is de-identified or aggregated, for any other commercial purpose than to provide the services which District has purchased from Partner Organization.

5. Partner Organization shall not store or transmit any Confidential District Information outside U.S. territory.

6. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Partner Organization shall return all Confidential District Information to the District, or if return is not feasible, destroy any and all such information. Partner may destroy the Confidential District Information when it is no longer needed for purposes for which it was disclosed or as authorized in this Agreement. Partner Organization shall confirm the date that any Confidential District Information was returned or destroyed by delivering to the District the certificate attached hereto as Attachment 1.

#### **D. Reporting of Unauthorized Disclosures of Regulated Information**

1. Partner Organization shall, as soon as possible, but in no event more than five business days of discovery, report to the District any Data Incident. Partner Organization's written report shall identify (i) the nature of the Data Incident, (ii) what information was used or disclosed, (iii) who or what was the cause of the Data Incident, (iv) what Partner Organization has done or shall do to mitigate harm from the Data Incident, and (v) what corrective action Partner Organization has taken or shall take to prevent future similar Data Incidents. Partner Organization shall provide such other information, including a written report, as reasonably requested by the District.

2. In its sole discretion, the District may immediately terminate this Agreement, along with any other agreements with Partner Organization which incorporate this Agreement, if it determines it is not possible to repair or correct the Data Incident.

**E. Information Security Safeguards.** Partner Organization shall, at all times that it accesses, stores, transmits, maintains or processes Confidential District Information have in place reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of such information.

**F. Industry Standard Datacenter Audit.** On an annual basis, Partner Organization will have an SSAE-16 (or its successor standard) audit conducted addressing the controls and related control objectives of Partner Organization. Such audit shall be performed by a third party experienced in performing system security audits. Partner Organization shall promptly provide District with a copy of the results of the audit upon District's written request. If such audit report indicates any deficiencies in the security standards utilized by Partner Organization, then Partner Organization shall provide District with a response to each identified deficiency, and shall promptly undertake, at Partner Organization's expense, to remedy any material deficiencies, and shall report to District when such material deficiencies have been remedied.

### SECTION III SPECIAL PROVISIONS RELATED TO EDUCATION RECORDS

**A. Purpose.** Partner Organization, by providing certain institutional services and functions on behalf of the District, may require access to a student's Education Records to effectively deliver its services. Partner Organization further agrees to be under the direct control of the District with respect to the maintenance of student Education Records relating to the governance, use, and re-disclosure of Personally Identifiable Information, which will be in accordance with, and contingent upon compliance with FERPA and the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501–6506).

**B. Minimum Necessary.** In order to perform the service(s) described in the Service Agreement, the Partner Organization agrees that it will limit the collection and/or utilization of Education Records to the minimum necessary.

**C. Qualified FERPA Exception.** Partner Organization understands and agrees that the purpose and contemplated use of the Education Records disclosed by the District is solely to provide the educational services for, or on behalf of the District described herein. The Partner Organization shall be designated a "school official" according to FERPA and District policy, as an organization to which the District has outsourced institutional services or functions for which the District would otherwise utilize its own employees. The Partner Organization acknowledges that it is under the direct control of the District for the purposes of use and maintenance of Education Records disclosed pursuant to this Agreement, and that the Partner Organization agrees to comply with the applicable provisions of FERPA in order to safeguard the confidentiality of Education Records and student information.

**D. Redisclosure.** Education Records may only be re-disclosed by Partner Organization to a third party with the prior written approval of the District, in accordance with this Agreement, or in compliance with FERPA and its regulations.

**E. Remedies, Penalties, Indemnification.** The failure to comply with the requirements of FERPA or COPPA could subject Partner Organization and third parties to penalties under state and federal law. Partner Organization acknowledges there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will result in irreparable harm to the District, and therefore, that upon any such breach or threatened breach, the District shall be entitled to seek appropriate equitable relief including specific performance and any additional remedies the law may allow, including injunctive relief.

### SECTION IV INDEMNIFICATION

**A.** Partner Organization will indemnify, defend, and hold harmless District and District's affiliates, officers, directors, and employees from and against any third-party claims, demands, causes of action, judgments, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or relating to Partner Organization's or any of Partner Organization's employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of Confidential District Information, Education Records, or Personally Identifiable

Information, or for any breach of this Agreement by Partner Organization. The District and any indemnified party shall cooperate and comply with the reasonable requests of Partner Organization in connection with the defense of any such claim. The receipt or providing such assistance is not a waiver of any alleged breach nor does the acceptance of such assistance constitute a waiver of any such breach by the District. Partner Organization shall control the defense and settlement of any such claim.

**B.** If Partner Organization's conduct triggers any third-party notice requirements under applicable Privacy Laws, Partner Organization shall indemnify the District for any actual and reasonable notification-related costs incurred by the District.

## **SECTION V GENERAL TERMS AND CONDITIONS**

**A. Coordination with Partner Organization Authorized Representatives.** During the term of this Agreement, Partner Organization will fully coordinate all of its services provided hereunder with the District through its designated authorized representative.

1. The authorized representative signatory below has authority to bind Partner Organization to the terms and conditions of this Agreement.

2. The authorized representative signatory shall also be responsible for requiring Partner Organization personnel and other authorized representatives of Partner Organization accessing information from District records to execute affidavits of nondisclosure or other documentation indicating that each person will be held accountable for the proper management, use, and protection of all information and records provided by District.

### **B. Examination of Records.**

3. Partner Organization will keep true and complete records of any and all data received, exchanged, and shared between and amongst its employees, agents, subcontractors, and volunteers pursuant to this Agreement. Upon reasonable request, Partner Organization shall provide access to such records to District at a mutually agreed time.

4. Partner Organization agrees that it will keep and preserve all business records and reports created during the course of this Agreement for at least three (3) years from the date of receipt under this Agreement, except that Confidential District Information shall be returned or destroyed in accordance with the provisions of Section II.F.6 of this Agreement.

**C. Modification.** This Agreement shall only be modified in writing signed by duly authorized representatives of both Partner Organization and the District. All requests for modifications should be directed to the authorized representative of the District and Partner Organization.

**D. Notice.** Any notice this Agreement requires must be in writing and will be effective only if sent by certified U.S. mail, return receipt requested, or via electronic mail, to an authorized representative provided in this Agreement, which is as follows:

**[Insert Notice Information below]:**

Partner Organization: \_\_\_\_\_

District: Bryan Dunne  
[bryan.dunne@ops.org](mailto:bryan.dunne@ops.org)

With Copies to: Megan Neiles-Brasch  
 Megan.Neiles-Brasch@ops.org  
 Office of the General Counsel  
 Omaha Public Schools  
 3215 Cuming Street  
 Omaha, NE 68131

**E.Term.** The effective date begins on the next business day that follows after each authorized representative of Partner Organization and the District executes this Agreement and it shall expire at the time Partner Organization no longer provides its services or is terminated in accordance with this Agreement; provided, however, a lapse or stoppage of services by Partner Organization as a result of the District's school year ending that timely resumes with the commencement of the next District school year shall not be construed or interpreted as the termination of this Agreement; furthermore, at the beginning of each school year, upon re-execution by each authorized representative of the District and Partner Organization, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.

**F. Subcontractors.** Partner Organization shall require any subcontractor to comply with the provisions of this Agreement.

**G. Termination.** The District may terminate this Agreement for convenience with thirty (30) days' prior written notice with brief description of the reason for the termination to the Partner Organization.

**H. Compliance with Federal and State Confidentiality and Privacy Laws.** Partner Organization and the District agree and understand this Agreement must be in compliance with all relevant Privacy Laws. In the event of a conflict between this Agreement and any Privacy Laws, Privacy Laws shall control. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of Regulated Information, a party will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of such information.

**I. Compliance with District Policies.** Partner Organization agrees to comply with the applicable written District Board of Education policies, which hereafter by this reference are incorporated into and enforceable under this Agreement.

**J. Governing Law and Jurisdiction.** In the event that any disputes arise from this Agreement, the parties agree to submit such disputes to the state or federal courts located within Douglas County, Nebraska, and such courts shall have exclusive jurisdiction over the disputes. The parties agree that Nebraska law will govern such disputes that arise from this Agreement, without regard to rules regarding conflicts of law.

**K. Independent Contractor.** The parties are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers or joint venturers of one another. Neither party shall have authority to bind the other. In furtherance of the foregoing, and not in limitation thereof, no Partner Organization employee, contractor, representative, or agent shall be entitled to participate in any group insurance

program or to take advantage of any other rights, privileges or employee benefit plans established for employees of OPS. OPS shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to any Partner Organization employee, contractor, representative, or agent. Partner Organization is responsible for all such taxes related to such compensation paid hereunder, including any federal and state income tax, employment tax, social security, or any other obligations under laws or requirements of governmental bodies, and shall indemnify OPS against any taxes, liabilities, penalties or costs incurred by OPS arising out of any failure of Partner Organization to pay such taxes or from reclassification of any Partner Organization employee, contractor, representative, or agent from an independent contractor to an employee of OPS. OPS will not reimburse Partner Organization for, or provide Partner Organization or Partner Organization's employees, representatives, or agents with, any form of insurance benefits, pension benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.

**L. Work Eligibility.** Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, Partner Organization shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Nebraska.

**M. Non-Discrimination.** Partner Organization agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 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. Partner Organization agrees not to discriminate in its employment practices, and will render services under this Agreement 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 Partner Organization or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**N. Survival of Certain Provisions.** The terms and conditions of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

**O. No Agency Created.** Partner Organization agrees and understands that no authority exists through this Agreement permitting Partner Organization to enter into any third party contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the District.

**P. Authorized Representative.** Partner Organization certifies that the individual signing below on its behalf is fully authorized to do so, is fully authorized to bind and commit Partner Organization to the obligations set forth herein, and that no other consents or authorizations are needed to bind Partner Organization to the terms of this Agreement.

**Q. Contract Documents.** This Agreement consists of the following attachments which are incorporated herein and made a part hereof by reference which are found after the signature page:

- 1.Attachment 1, Certification of Destruction/Return of Confidential District Information

Partner Organization hereby signifies its acceptance of the terms and conditions of this Agreement.

Service Agreement: \_\_\_\_\_

Agreed to:

Partner Organization  
(a/k/a) Omaha Public Schools

3215 Cuming Street  
Omaha, Nebraska 68131

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date \_\_\_\_\_

Agreed to:

Douglas County School District (0001)

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date \_\_\_\_\_



**Attachment 1  
Certification of Destruction/Return of Confidential District Information**

I/We, \_\_\_\_\_, as the authorized representative(s) of the Partner Organization (identified below) do hereby acknowledge and certify under penalty of perjury that

[check one]:

\_\_\_\_\_ (a) the Confidential District Information provided Partner Organization pursuant to the OPS Data Protection Agreement was destroyed. Further, all Regulated Information was destroyed by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Confidential Information in such records to make it unreadable, unreconstructable, and indecipherable through any means, in accordance with NIST 800-88 or an equivalent standard.

\_\_\_\_\_ (b) the Confidential District Information provided Partner Organization pursuant to the OPS Data Protection Agreement has been returned.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Partner Organization/Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

**Exhibit D**

**Certification**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

**(1)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**(2)** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**(3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)