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

REQUEST FOR PROPOSALS (RFP) FOR KINDERGARTEN-AGE 21 (Transition) ALTERNATE CURRICULUM TEXTBOOKS, MATERIALS and RESOURCES

Request for Proposal No.: P025-24
Due Date: June 24, 2024, 2:00 PM Central Time

INVITATION

The Board of Education (“Board”) of Douglas County School District 0001 (Omaha Public Schools) (“District” or “OPS”) invites proposals for Alternate Curriculum Textbooks, Materials and Resources to be used in the District's Kindergarten through Age 21 (Transition) program. Firms may submit proposals for the Materials (as defined below) for OPS' Alternate Curriculum K-Age 21 (Transition) program. OPS currently serves approximately 850 K-Age 21 (Transition) students and is planning for a District-wide adoption of new alternative curriculum materials for its K-Age 21 (Transition) program for the 2025-2026 school year.

SCOPE SUMMARY

The District is seeking Materials specified in the RFP Documents from qualified and experienced publishing firms (“Firm” or “Firms”) that can provide alternate curriculum textbooks, teacher’s manuals, digital materials, professional development opportunities, and associated resource materials (“Materials”). The proposals and the Materials submitted will be evaluated by the District’s evaluation committee. The evaluation committee will choose the firm or firms whose Materials will be field tested. Following field testing, the evaluation committee will make a recommendation to the Board of Education regarding which Firm or Firms should provide the Materials for these programs. The Board will make the final decision as to which Firm or Firms, if any, will supply Materials. Multiple Firms may be awarded contracts for some or all of the Materials. Once a satisfactory contract is negotiated by the District and each of the selected Firm or Firms, the contract or contracts will be presented to the Board of Education for approval.

PROPOSALS ARE DUE: June 24, 2024, 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 2.19, the Proposal Specifications in Sections 3.0 to 3.4, the contents of the Proposal in Section 4.0 to 4.11, the Proposal Form and Signature Page, References (Exhibit A), and the Data Protection Agreement (Exhibit B). 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 locked email address: bookbids@ops.org. 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 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 the RFP Documents must be submitted to the District by 2:00 p.m. (CT) on June 24, 2024. Proposals must be submitted electronically to the following locked email address: bookbids@ops.org. All electronically submitted proposals must comply with the following requirements:

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.

a. The proposal must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email if submitting a proposal: “Proposal for Alternate Curriculum Textbooks, Teacher’s Manuals, Materials and Resources for K-Age 21 (Transition) Program RFP P025-24.”
b. The proposal must contain the completed References sheet, attached to this RFP as Exhibit A.

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.

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, all Materials 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 C. Pereira  
Omaha Public Schools  
3215 Cuming Street  
Omaha, NE 68131-2024
```

by June 24, 2024 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 each for a primary and intermediate elementary grade level or grade level band.
- One (1) set for a middle school grade level or grade level band.
- One (1) set for a high school grade level or grade level band.
- One (1) set for a transition (age 18-21) level or grade level band.

All Materials must be submitted in sealed boxes/shipping containers marked on the exterior “Proposal for Alternate Curriculum Textbooks, Teacher’s Manuals, Materials and Resources for K-Age 21 (Transition) Program RFP P025-24”. 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.

Materials submitted from firms not selected for field-testing must be retrieved from the District on or before 2:00 p.m. CT on August 16, 2024. It is the responsibility of each Firm to retrieve its Materials. Materials not removed from District property by 2:00 p.m. CT Friday, August 16, 2024, 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 or 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 bookbidsqa@ops.org by 2:00 p.m. CT on May 30, 2024. 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 may 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 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: 500 504 120# so that proposals can be opened in public at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131, 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 bookbids@ops.org, prior to the time specified for close of proposal submission. 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.
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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 20, 2024</td>
<td>Request for Proposals issued.</td>
</tr>
<tr>
<td>May 30, 2024</td>
<td>Deadline for submitting questions by 2:00 p.m. CT</td>
</tr>
<tr>
<td>June 24, 2024</td>
<td>Proposals due by 2:00 p.m. CT.</td>
</tr>
<tr>
<td>June 2024 – July 2024</td>
<td>Committee review, Materials review, reference check, selection of Firms for further review.</td>
</tr>
<tr>
<td>July 2024</td>
<td>Notification of firms selected for further review.</td>
</tr>
<tr>
<td>July 2024</td>
<td>Interview and presentation of Materials selected for further review provided by the Firm (may be in-person or a virtual recording). Selection of Firms for field testing.</td>
</tr>
<tr>
<td>August 2024</td>
<td>Notification of Firms selected for field testing.</td>
</tr>
<tr>
<td>September – December 2024</td>
<td>Field testing of Materials and additional presentations, if requested by the District.</td>
</tr>
<tr>
<td>February 2025</td>
<td>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.</td>
</tr>
</tbody>
</table>

It is anticipated that the selected Materials will be utilized District-wide for the 2024-2025 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 each Firm submitting a proposal.

1.14 **REVIEW OF PROPOSALS**

All proposals received will be reviewed by an evaluation committee consisting of District staff members and selected community representatives who will be responsible for reviewing, evaluating the Proposals and corresponding Materials, and determining, in the District’s sole discretion, the Materials that will be field tested pursuant to the RFP Documents.

1.15 **SELECTION PROCESS FOR FIELD TESTING**

As a part of the selection process, interviews may be conducted by the evaluation 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 evaluation committee. All costs incurred by the Firms to participate in such interviews will be the responsibility of the Firm being interviewed. Following the 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 2024-2025 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 by the District:

1.16.1 A minimum of fifteen (15) class sets of Materials for each grade level or grade band will be required for the field-testing process, to be furnished to the District at the expense of the selected Firm(s). Selected field-test teachers will use each resource for up to a six (6) week cycle. The District will field test grade bands: primary elementary (grades K-2), intermediate elementary (grades 3-5), middle school (grades 6-8), high school (grades 9-12), and transition (ages 18-21).

1.16.2 Materials selected for fall 2024 field testing will be delivered to individual school sites designated by the District, at the expense of the Firm, and must arrive by September 01, 2024.

1.16.3 Provide up to four, 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 throughout the duration of the selection process. The selected Firm(s) will work with OPS Curriculum and Instruction Support personnel to determine content for the trainings.

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 or recommended to provide the Materials to the District must, at their own cost, retrieve 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 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 retrieving their Materials after the District’s review of the same 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) prior to the start of field testing. Please see Exhibit B. 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 evaluation 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 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 adopted for use District-wide. Upon Board approval of the adoption of the Materials, the District will negotiate a contract with the selected Firm or Firms, which negotiation will include the cost of the Materials to the District for use beginning in the 2025-2026 school year. If the District and the selected Firm or Firms cannot successfully negotiate a 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 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.

1.18  **PROPOSAL EVALUATION AND SELECTION CRITERIA**

The evaluation 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 testing, including the content of the Materials, and stakeholder surveys.

1.18.8 Cost of the Materials.

1.19  **COSTS INCURRED IN RESPONDING**

This RFP does not require the District to pay any costs incurred by any Firm in the preparation and submission of proposals, in providing Materials to the District, in procuring or contracting 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(s) shall incorporate by reference the requirements of the Invitation for Proposals, Scope Summary, Sections 1.0 to 4.0 of the RFP Documents (Proposal Information, the General Terms and Conditions, the Proposal Specifications, and the Proposal Requirements), and the agreed upon portions of the selected 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. The term “Firm” as used in the General Terms and Conditions and in the Proposal Specifications, means the successful Firm that contracts with OPS to furnish the work being bid.

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 five (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 INSURANCE REQUIREMENTS

The Firm 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. The District shall be named as an additional insured on all such liability policies. The polices 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.

2.5 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 their USCIS documentation upon request by the District.
2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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; or (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, the Firm shall be in default of its obligations to the District and the District may take any or all of 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 written notice to the 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.
remaining amount that is unpaid under the Contract 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 firm 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.

2.12 TERMINATION WITHOUT CAUSE

District may terminate the Contract with the Firm without cause 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.

2.13 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) a claim that the Materials provided to the District infringes or misappropriates any copyright, patent, trademark, trade secret or other intellectual property right.

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

The laws of the State of Nebraska shall govern the interpretation and performance of the contract between District and the Firm, without regard to its conflicts of laws principles. Any action brought to enforce any provision of the Contract shall 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, each Firm agrees that it submits to the personal jurisdiction of the state and federal courts located in Douglas County, 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.

PROPOSAL SPECIFICATIONS

3.1 GENERAL REQUIREMENTS

Materials to be furnished shall include both teacher and student Materials such as student textbooks, teacher’s manuals, digital resources, ancillary materials and professional development opportunities for Grades K-Age 21 (Transition) Program. Materials should include core curriculum resources with extensive support needs that align with the extended indicators. If available, braille resources should be included.

3.1.1 Content must align with the Nebraska College Standards with Extended Indicators for Math, Language Arts and Science standards and processes (Content Area Standards – Nebraska Department of Education).

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

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

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

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

3.1.6 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 through the end of the 2025-2026 school year.
3.1.7 Content areas must include English Language Arts, reading, math, science, social studies, and academic readiness.

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 OPS 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 One Roster 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. This includes specific training for those implementing the Materials and curriculum for the 2025-2026 school year.

3.3.1 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 Materials’ design should include spaces for collaborative conversations among students and with teachers, and support teachers who are learning to incorporate collaborative conversations into their classroom instruction.

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

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

3.4 DIGITAL MATERIALS LICENSING AND SUPPORT

3.4.1 For both the field test and throughout the District’s use of the Materials, the Firm shall grant the District the appropriate licenses needed to allow the District's authorized users to use and access the digital Materials.

3.4.2 The Firm shall provide the District with continuing access to the most current versions of the digital Materials made available during the District’s use of the Materials.

3.4.3 The District shall have the ability to perform acceptance testing on the digital Materials in order to ensure that the digital Materials conform to the written specifications, documentation, and the District's technical requirements.

3.4.4 The Firm shall provide help desk support and other on-going maintenance and support services during both the field test and the District’s use of the Materials for any issues that arise with the digital Materials. The Firm must also detail its support policy.

4.0 PROPOSAL REQUIREMENTS

4.1 GENERAL

In addition to submission of the Materials required in Section 1.4 of the RFP 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 for a specified grade level or grade level band. If the Firm is proposing Materials
and services for only one grade level or grade level band, the proposal should indicate clearly and specifically which grade level or grade level band. 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 each education level (grade level or grade level band) (K-Age 21 (Transition)) 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.

- **English Language Arts (ELA):**
  - [Nebraska College and Career Ready English Language Arts Standards K-12](#)
  - [Nebraska Reading Standards with Extended Indicators 3rd-12th grade](#)

- **Math:**
  - [Nebraska College and Career Ready Mathematics Standards K-12](#)
  - [Nebraska Math Standards with Extended Indicators 3rd-12th grade](#)

- **Science:**
  - [Nebraska College and Career Ready Science Standards K-12](#)
  - [Nebraska Science Standards with Extended Indicators 5th, 8th, and 11th grades](#)

- **Social Studies:**
  - [Nebraska College and Career Ready Social Studies Standards K-12](#)

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 Department of Education, Rule 10, Section 004.01(F)](#) (92 NAC 10, Section 004.01(F)).

4.5 TECHNOLOGY REQUIREMENTS FOR MATERIALS

Please state how the Firm and the Firm’s Materials will satisfy the technology requirements set forth in Sections 3.2 and 3.4 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 A.

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 cost projection the components that are included in that cost projection. A cost structure should also be included for any additional teacher and/or classroom materials, professional development or any item required to support the proposal.

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 **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.

4.11 **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. Failure to attach a completely executed signature page will be grounds for rejecting the proposal.
PROPOSAL

Alternate Curriculum Textbooks, Teacher’s Manuals, Materials and Resources for K-Age 21 (Transition) Program RFP P025-24

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: bookbids@ops.org

All proposals must be submitted electronically to the following email address: bookbids@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 P025-24

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 all technicalities.

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals P025-24 – Alternate Curriculum Textbooks, Teacher’s Manuals, Materials and Resources for K-Age 21 (Transition) Program RFP P025-24 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 P025-24 - Alternate Curriculum Textbooks, Teacher’s Manuals, Materials and Resources for K-Age 21 (Transition) Program.

Delivered to: bookbids@ops.org by 2:00 PM (CT), June 24, 2024.

Acknowledge receipt of the following Addenda:

No. ___________ Date __________________
No. ___________ Date __________________
No. ___________ Date __________________
**Exhibit A**

**References RFP P025-24**

Supply three references from school districts that have adopted, within the last five years, the alternate curriculum 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:** _____________________  
   **Address:** _____________________________  
   **Phone:** ______________________________  
   **City/State/Zip:** _________________________  
   **E-mail:** ______________________________  
   **Size of school district:** ________ / students  
   **Date materials adopted:**________________
Exhibit B

Data Protection Agreement (DPA)

SEE ATTACHED DPA DOCUMENT