



Tempe Elementary School District

REQUEST FOR PROPOSAL

RFP 27-05-32

K-5 AND 6-8 ENGLISH LANGUAGE ARTS CORE CURRICULUM ADOPTION

RELEASE DATE: September 29, 2026

RESPONSE DEADLINE: October 27, 2026, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. INTRODUCTION

1.1. Important

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. § 15-213, Proposals for the material or services specified shall be received by the **Tempe Elementary School District #3** electronically through **OpenGov**.

Proposals received by the correct time and date shall be opened, and the vendors who submitted shall be publicly read. After the proposals submitted in response to the bids are opened and the award is made the governing board shall make available for public inspection all information, all bids and all findings and other information considered in determining whose bid conforms to the bids and will be the most advantageous with respect to price, conformity to the specifications and other factors to be selected for the award.

1.2. Introduction

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.A.C.), promulgated by the State Board of Education pursuant to A.R.S. 15-213, proposals for the materials and services specified will be received by Tempe Elementary School District (the "District") electronically through OpenGov. Proposals received by the correct date and time will be opened, and only the names of the Offerors will be publicly read and recorded. All other information in the proposals will remain confidential until award is made.

1.3. Summary

Tempe Elementary School District is seeking to adopt a comprehensive English Language Arts (ELA) core curriculum for grades K–8. This includes textbooks, digital resources, and supplemental resources. Because District schools are configured as K–5 and 6–8, the District is seeking a K–5 program and a 6–8 program.

Proposals will be accepted from October 9, 2026 through October 21, 2026 and must be submitted through OpenGov. Questions and all procurement correspondence should be directed to Lupita Talamantes, Assistant Director of Purchasing.

Please do not send physical products or instructional materials at this time. The District will request physical samples from finalists only. Digital review access is required with each proposal (see Section 6).

Approximate enrollment and teacher counts by grade level are listed below.

Grade Level	Students (approx.)	Teachers (approx.)
Kindergarten	970	48
1	1,015	50
2	1,087	50
3	1,047	46
4	1,120	48
5	1,105	50
Total K–5	6,344	292

6	892	10
7	950	10
8	885	10
Total 6–8	2,727	30
Total K–8	9,071	322

1.4. Background

1.1 Background

Tempe Elementary is located in the heart of the "Valley of the Sun." The District covers approximately 36 square miles, including Tempe and parts of Phoenix and the Town of Guadalupe. Arizona State University, one of the largest campuses in the nation, is within District boundaries and provides professional and educational opportunities.

The District serves approximately 10,000 preschool through 8th grade students from diverse cultural backgrounds across 21 schools, including elementary, middle, and specialty school options. District staff are award-winning and passionate about the students they serve. In 2024, the District celebrated a 150-year legacy rooted in a close-knit community with a long history of welcoming, believing in, and investing in all of its students.

Academic Excellence and Recognition

In 2026, Tempe Elementary was named the #1 Elementary School District for the third year in a row. In 2024, the District was named a Top 7 winner for Best Places to Work by Ranking Arizona, the state's largest business opinion poll. The District has been named a Best Communities for Music Education district by the NAMM Foundation for the last seven years. It has also been recognized by the Alliance for a Healthier Generation through its America's Healthiest Schools award program.

District Mission

The mission of Tempe Elementary School District is to provide a welcoming, achieving, eye-opening, and future-ready preschool through 8th grade education to free the boundless potential in each child. We do this by:

- Helping students embrace the opportunities of tomorrow and excel for a lifetime.
- Believing that all students want to learn, can learn, and can demonstrate success in core subjects like reading, writing, math, and science.
- Building intellect, character, and critical thinking skills inside and outside the classroom.

1.5. Contact Information

1.2 Contact Information

Procurement and submission questions:

Lupita Talamantes, Assistant Director of Purchasing
3205 S. Rural Road, Tempe, AZ 85282

Email: Guadalupe.Talamantes@tempeschools.org
Phone: (480) 730-7167

1.6. Timeline

1.3 Timeline

All times are Arizona time. Arizona does not observe Daylight Saving Time. The proposal due date and time is a hard cutoff. For example, if the deadline is 10:00 a.m., OpenGov will not accept a submission at 10:00:01 a.m. Late proposals will not be accepted.

Activity	Date
RFP released	October 5th - 9th 2026
Deadline for vendor questions	October 23, 2026, 2:00 p.m.
Proposals due	October 27, 2026, 2:00p.m.
60-day public review period	Target: Nov. 30. - Jan.30, 2027
Finalist presentations (Phase III)	Target: February 1-5, 2027
Governing Board approval and award	Target: February 17, 2027
Digital resources and services accessible	No later than April 1, 2027
All print and digital materials delivered	No later than May 1, 2027
Initial teacher training	May 2027
Full implementation	2027–2028 school year

2. DOCUMENTS REFERENCED

2.1. 2.1. Statues

You may access a copy of the documents referenced within this Proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

https://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

3. UNIFORM INSTRUCTIONS TO OFFERORS

3.1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. ***“Attachment”*** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. ***“Contract Amendment”*** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. ***“Exhibit”*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. ***“Gratuity”*** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- E. ***“Procurement Officer”*** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. ***“Solicitation Amendment”*** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. ***“Subcontract”*** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

3.2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised

at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.3. Proposal Preparation

- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3.4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due

data and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under A.A.C. R7-2-1044.

- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
 4. By submission of this proposal, that 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

3.5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel a solicitation.

3.6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

3.7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative as listed in the Special Instructions to Offerors.

- A. A protest shall include:

1. The name, addresses, and telephone number of the interested party
 2. The signature of the interested party or the interested party's representative;
 3. Identification of the purchasing agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested the District representative.
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

4. UNIFORM GENERAL TERMS AND CONDITIONS

4.1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

4.2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

4.3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.

1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4.4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

4.5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

4.6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - 1. A quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials or services are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

4.7. School District/Public Entity's Contractual Remedies

A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

4.8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials

accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

G.

- H. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

4.10. Gift Policy

The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

4.11. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Proposal. Failure

to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

4.12. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.13. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

4.14. Terrorism Country Divestments

Per A.R.S. § 35-392, the District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

4.15. Fingerprint Clearance Cards

In accordance with A.R.S. § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may

be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

4.16. Clarifications

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

4.17. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

When submitting a response containing “CONFIDENTIAL” information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that offeror marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must

also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

5. SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Uniform Instructions To Offerors,” the District Representative is ***Eric Thompson, Chief Financial Officer.***

5.1. Purpose

Pursuant to the provisions of the Arizona School District Procurement Rules, the District intends to establish a contract(s) with a **qualified publisher for textbook adoption of the subject area(s) of English Language Arts K5 & 6-8**

5.2. Special Terms and Conditions

1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract(s) for English Language Arts (ELA) Curriculum Resources for Grades K-5 & 6-8.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase, however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

3. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror ***shall*** be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming ***Tempe School District No. 3*** as an additional insured party.

Successful Offeror ***may*** be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

4. Affordable Care Act

Offeror understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the

Affordable Care Act “ACA”). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

5. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

6. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

7. Fingerprint Requirements

The District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have five (5) working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

8. Registered Sex Offender Restrictions

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District’s discretion.

9. Terms of Award

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, commencing upon award, and continuing June 30, 2031. Per our District policies (Board Policy IGD), once the curriculum and materials are adopted, they remain active until they are replaced or the content is extensively altered.

10. Product Delivery

Any item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the offeror immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

11. Guarantees by the Successful Offeror(s)

Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the District.

12. Minimum

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The quantities listed are an estimated amount and the District reserves the right to increase or decrease any estimated quantities.

13. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

14. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

15. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

16. Required Delivery Date

Delivery shall be made by the date agreed upon in writing at the commencement of the project.

17. Local Representative

Offeror should have a LOCAL field representative available at all times during the contract period.

18. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by **Tempe School District No. 3** will refer to the RFP number of this solicitation.

19. Contract Type

Contract type is Firm Price for the initial term of this multi-term contract, and Percent Discount Firm for the life of the contract.

20. Price Clause

Prices shall be firm for the initial term of the contract (Contract Award Date – June 30, 2031). Prices as stated must be complete for the services proposed and shall include all associated costs. DO NOT include sales tax on any item in the Proposal.

After initial contract term and prior to any contract renewal, the **Tempe School District No. 3** will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of **Tempe School District No. 3**.

Percent Discount shall be firm for the life of the contract.

21. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Offeror and response by the District's Purchasing Division.
conditions.

22. Procurement Methods

Any parts or repair services obtained under this Request for Proposal may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for parts and the labor rate must remain the same no matter what purchasing method the District uses.

23. Electronic Signatures

Electronic signatures are acceptable in accordance with the Arizona Procurement Code R7-2-1003. Please see fillable forms included in the RFP document.

24. Proposal Modification

The District will not be responsible for Offerors adjusting their Offer based on oral instructions by any member of the District staff or contracted consultants or agents. Offers will be modified by issuance of a solicitation amendment by the Purchasing Department.

25. Discussions:

In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.

26. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. If offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

27. Demonstrations

Tempe School District No. 3 may require demonstrations of the product(s) offered. The Evaluation Committee shall conduct demonstrations on a date determined by the District.

28. Samples

Samples will need to be delivered to the TD3 . If samples are not submitted, or information is vague or incomplete, the evaluation of your product may not be accomplished and your proposal may be considered not in compliance with this request and therefore, may be rejected. **Submitted electronically, include complimentary user codes. Send the Material Information Form (see last page of this RFP) with the samples**

5.3. Submission Requirements

Each RFP Response (no pricing) must include:

- Identification of the program(s) proposed: K–5, 6–8, or both, and whether a Spanish bi-literacy component is included.
- Book title, author, copyright date, and ISBN for each component.
- Supplemental materials that are basic to the use of the program.
- Information on all available resources and ancillary materials.
- A current product catalog.
- Correlations showing how both print and digital materials align to the Arizona English Language Arts Standards for each grade.
- Documentation of the program’s MOWR Vetted Core Program List status (K–5) and ESSA evidence tier.
- EdReports rating, if available (encouraged).
- Digital review access: login credentials that allow evaluators to review the full student and teacher digital platform for every grade proposed.
- Professional development and training options, including the first-year training plan.
- Responses to each Evaluation Criterion in Section 8, in order.
- References from districts of similar size currently using the program, preferably in Arizona, including contact name, title, email, and phone number.

The Cost Proposal (uploaded separately) must include:

- Net price for each component, with student and teacher materials listed separately.
- Separate pricing for the K–5 program, the 6–8 program, and any Spanish bi-literacy components.

- Items provided at no cost, with a replacement price listed for each.
 - Conditions under which teacher editions and resource packages are provided at no cost (for example, 1 per 30 student editions).
 - Consumables and the annual cost to maintain student copies.
 - For digital resources: how pricing is calculated, the license term, and any ongoing annual cost across all five years.
 - The number of copies in each class set and the price of additional copies.
 - Professional development costs after year one.
 - Shipping and freight costs, if any.
 - Any other items or services that would generate a cost to the District, with an explanation of how those costs are determined and billed.
 - Materials include a year long scope and sequence with Arizona standards correlations.
 - K-5 materials support daily core reading instruction of 90 minutes or more, including whole group, and targeted instruction. 6-8 materials fir a typical middle school ELA block (**District to confirm 6-8 block length**)
 - Instructional strategies, routines, and scaffolds align to Science of Reading research and the gradual release of responsibility.
 - Teacher guidance explains how to use student and ancillary materials ro support literacy development
-

Materials include strategies for informing families about the program and suggestions for supporting progress at home, including family materials in Spanish.

5.4. Questions to Addenda

All questions must be submitted in writing through OpenGov by the question deadline in Section 1.4. Answers will be shared with all Offerors by addendum. Only written addenda issued by Purchasing are binding. Offerors must acknowledge all addenda.

Restricted Communication

From the release of this RFP until award, Offerors may not contact members of the evaluation committee, steering committee, Governing Board, or District staff about this solicitation, except through the Purchasing contact listed in Section 1.3. Contact outside this channel may result in disqualification.

Proposal Format

- Submit all documents in PDF format through OpenGov.
- Submit the RFP Response (no pricing) and the Cost Proposal as separate uploads. Proposals that include pricing in the RFP Response may be disqualified.

- Organize the RFP Response in the same order as the Evaluation Criteria in Section 8 so evaluators can locate each item.
- Clearly identify whether the proposal is for the K–5 program, the 6–8 program, or both.

Confidentiality

Requests to treat trade secrets or proprietary information as confidential must be made in the Vendor Questionnaire (Section 9). Requests to protect pricing or the entire proposal will be denied.

Cost of Preparation

The District is not responsible for any costs incurred by Offerors in preparing proposals, presentations, or samples.

5.5. Inquiries and Interpretations

All questions related to this solicitation shall be submitted on OpenGov. Direct inquiries to the contact person listed. Bidders shall not contact or ask questions of the school or department for which these services are being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. All questions shall be responded to as soon as possible.

Responses to inquiries which directly affect interpretation of, or change to this RFP will be in OpenGov by District as an Amendment. All amendments will be posted on **OpenGov**. It is the vendor's responsibility to view the web page regularly, or prior to submitting a bid response, to ensure that no amendment or additional information has been issued for the solicitation. All such amendments issued by District prior to the time that proposals are received shall be considered part of the RFP. Only those inquiries District replies to by amendment shall be binding. Oral and other interpretations or clarifications will be without legal effect.

Questions concerning terms and conditions and/or technical specifications shall be directed to:

Guadalupe Talamantes – Assistant Director of Purchasing
Tempe Elementary School District

5.6. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase; however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

5.7. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Tempe Elementary School District as an additional insured party.

Successful Offeror may be required to submit proof of and maintain Workers' Compensation and Employer's Liability Insurance as required by law.

5.8. Affordable Care Act

Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148, and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively, the Affordable Care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

5.9. Fingerprint Requirements

Fingerprint clearance cards will not be required for this contract.

5.10. Terms of Award

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning **July 1, 2026**, and continuing until **June 30, 2031**. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

The District will not send out annual contract renewal notifications. Awarded vendor(s) should anticipate that the contract will renew for the entire five-year contract period unless:

- A. **The District notifies the awarded vendor in writing that they will not be renewing the contract.**
- B. **The awarded vendor notifies the District in writing they desire not to renew the contract for subsequent year(s).**

5.11. Contract Award

It is anticipated that a contract under this RFP will be awarded to a single offeror. However, the District reserves the right to make a multiple award at the discretion of the Governing Board. Per A.A.C. R7-2-1042(A)(1)(c), contracts will be awarded by subject course, and depending on District need, more than one textbook may be adopted per subject.

5.12. Award Basis

In accordance with A.A.C. R7-2-1050, the successful Offeror will be determined by evaluation criteria including, but not limited to, pricing or other incentives offered. Awards will not be made based on price alone.

In accordance with A.A.C. R7-2-1042(A.1.v), the District shall consider partial offers for award of a contract under this RFP.

5.13. Evaluation

Representatives of the District will evaluate proposals and score and rank them from the most likely to the least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are very closely ranked, the District may call for interviews to assist in the decision-making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Per A.A.C. R7-2-1042(A)(1)(h), evaluation criteria are listed below in their relative order of importance

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review, and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee; they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

5.14. Freight Charges

Freight charges shall be FOB Destination, pre-pay and add. Exceptions taken to this requirement may deem the proposal as non-responsive.

5.15. Product Delivery

Any item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the offeror immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

5.16. Guarantees By the Successful Offeror

Offeror guarantees that the material offered is standard, new, and as required by the specifications.

5.17. Minimum

The volume or value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period.

5.18. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping, or other like expenses shall be the responsibility of the Offeror.

5.19. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments.

5.20. Offeror Required Contract/Agreement

If your firm will require the District to sign any form of contract, agreement, or SLA, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

5.21. Samples

Per A.A.C. R72-1042(A.1.g), Offeror shall be required to provide sample textbooks, teacher and instructional materials proposed.

5.22. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension, and/or debarment of the contractor.

5.23. Integrity of Offer

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.I), Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

5.24. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Tempe Elementary School District will refer to the RFP number of this solicitation.

5.25. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services proposed and shall include all associated costs. DO NOT include sales tax on any item in the Proposal.

After initial contract term and prior to any contract renewal, the Tempe Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Tempe Elementary School District.

5.26. New Editions and Pricing

After Governing Board approval of an adopted textbook, the District reserves the right to receive any newly published editions or electronic editions of the same textbook. Pricing for new editions shall be negotiated between the District and the Publisher.

5.27. Deviations to Offer

The respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms on the Deviations and Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFP may, in the District's sole discretion, be a basis for the Response to be rejected as nonresponsive.

6. SCOPE OF WORK

6.1. Scope of Work

This year, Tempe Elementary School District will adopt English Language Arts textbooks and/or comparable digital resources and materials for grades K–5 and 6–8, for implementation in the 2027–2028 school year and use over a five-year period.

The District’s curriculum is closely aligned to the Arizona English Language Arts Standards. The program must be explicitly aligned to the rigor of these standards and must support inclusive instructional practices that meet the needs of all learners, including multilingual learners, students with disabilities, and accelerated learners.

The program should provide spiraled and distributed practice of the standards throughout the school year, clearly shown in the scope and sequence for each grade. It should include systematic instruction, consistent routines, and ample opportunities for practice and application. A strong emphasis on the five pillars of early literacy (phonemic awareness, phonics, fluency, vocabulary, and comprehension) is essential for well-rounded literacy development.

Training and Professional Learning

If the District adopts a publisher’s program, the publisher will provide training on how to use the program and its ancillary materials **free of charge during the first year of implementation**. This includes initial training in May 2027 for the 2027–2028 school year. Any training or professional development after the first year must be clearly defined in the Cost Proposal, with all associated costs.

Delivery and Packing

The selected vendor(s) will pack and label all program components by individual campus. For example, all components for Nevitt Elementary School will be packed in boxes clearly labeled "Nevitt Elementary School." The District will provide packing requirements for each campus. The District wishes to avoid repacking boxes.

Accessibility

Publisher represents that all print and digital materials proposed and delivered under this contract will conform, at a minimum, to the accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations (36 C.F.R. § 1194), or the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA. If any portion of the materials does not conform, the publisher agrees to provide a written explanation and grants the District permission to create accessible versions for students who meet the appropriate copyright criteria. For more information, see <http://aem.cast.org>.

Enrollment Growth

The vendor must allow the District to purchase additional materials during the five-year period to accommodate enrollment increases, at the prices stated in the Cost Proposal.

6.2. Program Requirements

Non-Negotiables (All Programs)

Any program that does not meet all non-negotiables in this section, and the grade-band non-negotiables in 5.2 or 5.3, will be eliminated from further consideration. These are also addressed in the Vendor Questionnaire. The program must:

- Be a comprehensive core program that provides well-structured, coherent instruction across reading, writing, speaking, listening, and language.

- Align with the Science of Reading and provide explicit, systematic instruction.
- Be aligned to the Arizona English Language Arts Standards at each grade level.
- Include both print and digital components to support blended learning.
- Provide instructional materials for every grade level in the band proposed (K–5 and/or 6–8) to ensure continuity and coherence.
- Use texts with appropriate complexity for the grade, based on both quantitative measures and qualitative analysis. Texts must be content-rich, engaging, and worthy of students’ time and attention.
- Include a large percentage of high-quality, text-dependent and text-specific questions, along with meaningful, evidence-based tasks that support students in making meaning and building knowledge.
- Provide teacher support such as lesson plans, background knowledge, and assessment tools.

Additional Non-Negotiables for K–5 Programs

The K–5 program must:

- Appear as approved, meeting all criteria, on the Arizona Department of Education’s Move On When Reading (MOWR) Vetted Core Program List, as of the most recent update.
- Have an ESSA evidence-based rating in one of the top three tiers.
- Follow a structured literacy approach to reading and writing, using explicit, systematic, and multisensory instruction.
- Provide explicit and systematic phonics instruction following a clearly defined scope and sequence aligned to phonics development research.
- Reflect Science of Reading principles, emphasizing phoneme-grapheme correspondence, blending, decoding, encoding, and fluency.
- Provide a minimum of 20–30 minutes of phonics instruction daily, within the core literacy block, using efficient routines that are easy to implement.
- Include daily student practice in both decoding (reading) and encoding (spelling), with opportunities to apply these skills in reading and writing.
- Include cumulative review and reinforcement of previously taught skills.
- Show a clear, developmentally appropriate progression across all grades K–5.

Additional Non-Negotiables for 6–8 Programs

The 6–8 program must:

- Provide instruction and diagnostic support in vocabulary development, morphology, syntax, and fluency.
- Include supports or intervention resources for students who still need foundational reading skills.
- Include novels and literary selections that reflect multiple perspectives and varied voices.

Alignment Criteria*Foundational Skills (K–5)*

- The instructional sequence builds from phonological awareness and phoneme-grapheme correspondence to more complex orthographic patterns.
- Materials provide explicit and systematic instruction and diagnostic support in concepts of print, letter recognition, phonological and phonemic awareness, phonics, word awareness, vocabulary development, syntax, and fluency.
- Lessons provide explicit modeling, guided practice, and independent application of phonics skills.
- Students apply phonics skills in decodable texts that reinforce taught patterns and promote fluency.
- Cumulative review and spiral reinforcement are built in to ensure mastery over time.
- Materials provide varied and frequent practice in oral reading fluency using grade-level connected texts.

Texts, Knowledge Building, and Comprehension (K–8)

- Materials reflect the distribution of text types and genres required by the Arizona English Language Arts Standards, with an appropriate balance of literary and informational texts.
- Texts, novels, and text sets work together cohesively to build knowledge of specific topics and content themes.
- Questions support students in building reading comprehension, finding and producing textual evidence, and developing grade-level academic language.
- Written tasks at all grade levels require students to engage with the text directly, draw on textual evidence, and support valid inferences.
- Writing tasks require students to analyze, argue, and synthesize ideas using textual evidence, with clear skill progression across grade levels.
- Lessons are structured to support close reading, rereading, and deep comprehension.

Language, Speaking, and Listening

- Materials adequately address the Arizona Language Standards for each grade.
- Arizona Speaking and Listening Standards are integrated into lessons, items, and tasks and reflect the progression of communication skills in the standards.

Access for All Learners

- Materials include intentional supports and scaffolds so all students, including multilingual learners and students with disabilities, can access the Arizona standards.
- Materials provide intervention and enrichment resources and support flexible grouping.

Teacher and Student Supports

- Materials include daily lesson plans, routines, and prompts that are clear and easy to follow.
- Materials include clear, explicit instructional guidance for teachers across all literacy skills.
- Materials give teachers opportunities to plan effectively, deepen their content understanding, and use resources with integrity.
- Materials include a well-structured pacing guide so content can reasonably be completed within a school year, with estimated time for each lesson.
- Materials contain clear statements of purpose, goals, and expected outcomes.
- Student resources include ample review and practice, clear directions and explanations, and correctly labeled reference aids.
- Student-facing materials are engaging, age-appropriate, and encourage regular, active participation.
- Materials are easy to use, with a clear layout for students and teachers. Reading selections are central and serve as the primary focus of instruction.
- Materials use an engaging visual design and integrate digital technology, with guidance for teachers.
- Instructional routines are consistent, efficient, and teacher-friendly to promote fidelity of implementation.
- Materials reflect multiple perspectives and experiences.

6.3. Submission Requirements

Each RFP Response (no pricing) must include:

- Identification of the program(s) proposed: K–5, 6–8, or both, and whether a Spanish bi-literacy component is included.
- Book title, author, copyright date, and ISBN for each component.
- Supplemental materials that are basic to the use of the program.
- Information on all available resources and ancillary materials.
- A current product catalog.
- Correlations showing how both print and digital materials align to the Arizona English Language Arts Standards for each grade.
- Documentation of the program’s MOWR Vetted Core Program List status (K–5) and ESSA evidence tier.
- EdReports rating, if available (encouraged).
- Digital review access: login credentials that allow evaluators to review the full student and teacher digital platform for every grade proposed.
- Professional development and training options, including the first-year training plan.
- Responses to each Evaluation Criterion in Section 8, in order.
- References from districts of similar size currently using the program, preferably in Arizona, including contact name, title, email, and phone number.

The Cost Proposal (uploaded separately) must include:

- Net price for each component, with student and teacher materials listed separately.
- Separate pricing for the K–5 program, the 6–8 program, and any Spanish bi-literacy components.
- Items provided at no cost, with a replacement price listed for each.
- Conditions under which teacher editions and resource packages are provided at no cost (for example, 1 per 30 student editions).
- Consumables and the annual cost to maintain student copies.
- For digital resources: how pricing is calculated, the license term, and any ongoing annual cost across all five years.
- The number of copies in each class set and the price of additional copies.
- Professional development costs after year one.
- Shipping and freight costs, if any.
- Any other items or services that would generate a cost to the District, with an explanation of how those costs are determined and billed.

7. EVALUATION PROCESS

7.1. Evaluation Process

Proposals will be evaluated in the phases below. The District Review Committee and Steering Committee will conduct the evaluation.

Phase 0: Non-Negotiables

Each proposal is reviewed against the non-negotiables in Sections 5.1 through 5.3 and Vendor Questionnaire items 1 through 4. Any program that does not meet every applicable non-negotiable will be eliminated.

Phase I: Scored Evaluation

Programs that pass Phase 0 are scored against the Evaluation Criteria in Section 8 (400 points total). The highest-scoring programs advance to Phase II.

Phase II: In-Depth Review

Shortlisted programs receive a deeper review of:

- Instructional fidelity: materials support consistent, high-quality delivery across classrooms and teacher experience levels.
- Vertical and horizontal alignment: continuity across grade levels and between foundational skills and core ELA instruction.
- Print and digital integration: resources are accessible, interactive, and easy to navigate in both formats.
- Professional learning: availability and quality of training for foundational skills and core reading instruction.
- Data-driven instruction: the program gives actionable data to inform grouping, pacing, and reteaching.

Physical samples may be requested from shortlisted Offerors during this phase.

Phase III: Finalist Presentations and Public Review

- Finalists will deliver a 45-minute presentation followed by a 15-minute question-and-answer session to members of the District Review Committee and Steering Committee.
- Vendors may present only the resources, materials, and services included in their submitted pricing. Optional add-ons will not be considered
- Committee members will complete a Finalist Evaluation Feedback Form.

Phase IV: Best and Final Offers

Finalists may be invited to submit best and final offers, including:

- Final review of alignment with District goals.
- Sample lesson demonstrations, if requested.
- Final pricing, professional learning plan, and implementation support.

8. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	ELA STANDARDS ALIGNMENT, CONTENT AND EMPHASIS Criterion 1: ELA Standards Alignment, Content, and Emphasis - The program is aligned to the Arizona English Language Arts Standards at each grade level proposed. - The K–5 program appears on the ADE MOWR Vetted Core Program List. All programs have an ESSA evidence-based rating in one of the top three tiers. - The program is grounded in the Science of Reading and addresses the essential components of reading. - The program follows a structured literacy approach using explicit, systematic, and multisensory instruction. - Reading and writing are integrated. - The program includes a Spanish bi-literacy component to support dual language immersion. [District to confirm: required or preferred.]	Points Based	250 (25% of Total)

2.	Foundational Skills (K–5) and Reading Development (6–8) Criterion 2 K–5: - Materials provide explicit and systematic instruction and diagnostic support in concepts of print, letter recognition, phonemic awareness, phonics, word awareness, vocabulary development, syntax, and fluency. - A variety of student reading materials and activities allow systematic, regular, and frequent practice of all foundational skills, including decodable texts. - Materials guide students to read with purpose and understanding and to connect foundational skills to making meaning. - Materials provide varied and frequent practice in oral reading fluency using grade-level connected texts. 6–8: - Materials provide explicit instruction in academic vocabulary, morphology, syntax, and fluency. - Materials include diagnostic tools and targeted resources for students who still need foundational skills support.	Points Based	175 <i>(17.5% of Total)</i>
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3.	Comprehension Through Texts, Questions, and Tasks Criterion 3: Comprehension Through Texts, Questions, and Tasks • Texts are content-rich, engaging, and meet the text complexity expectations of the grade-level standards. Texts and text sets build knowledge of specific topics or content themes. • Questions, tasks, and assignments are meaningful and evidence-based, and support students in making meaning and building knowledge as they progress toward grade-level mastery. • Materials support students in building reading comprehension, finding and producing textual evidence, and developing grade-level academic language.	Points Based	150 <i>(15% of Total)</i>
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4.	Universal Access, Differentiation, and Intervention Criterion 4: Universal Access, Differentiation, and Intervention • The program includes resources to help all students, including multilingual learners, accelerated learners, and students with disabilities, access and meet the Arizona English Language Arts Standards. • The program uses a systematic approach to language acquisition strategies that ensures equitable access across language proficiency levels. • Materials support a variety of grouping strategies. • Tier 2 and Tier 3 intervention materials are supported by evidence-based research and targeted to the needs of struggling readers. • Materials regularly provide extensions for students above grade level to engage with content in greater depth.	Points Based	125 <i>(12.5% of Total)</i>
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5.	Pacing and Program Design Criterion 5: Pacing and Program Design - Materials include a year-long scope and sequence with Arizona standards correlations. - K–5 materials support daily core reading instruction of 90 minutes or more, including whole group, small group, and targeted instruction. 6–8 materials fit a typical middle school ELA block. [District to confirm 6–8 block length.] - Instructional strategies, routines, and scaffolds align to Science of Reading research and the gradual release of responsibility. - Teacher guidance explains how to use student and ancillary materials to support literacy development. - Materials include strategies for informing families about the program and suggestions for supporting student progress at home, including family materials in Spanish.	Points Based	100 (10% of Total)
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6.	Assessment Criterion 6: Assessment - Assessments measure mastery of grade-level standards at each grade level. - Diagnostic, formative, and summative assessments help teachers differentiate for individuals and groups, with clear guidance for evaluating performance and deciding next steps. - Built-in progress monitoring tools help teachers identify needs and adjust instruction. - Performance-based tasks include scoring rubrics and annotated student samples. - Assessments can be customized, edited, and shared at the school and teacher levels.	Points Based	85 <i>(8.5% of Total)</i>
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7.	Training, Service, and Support Criterion 7: Training, Service, and Support • The vendor has knowledgeable implementation specialists who will guide District staff through implementation. • Initial and ongoing training, on site and digital, enables the District to provide job-embedded support such as observation and feedback, coaching, and technical expertise. • The vendor offers initial and ongoing on-site training, digital training, training of trainers, and refresher training as needed. • Professional learning supports teachers at all levels of experience throughout the five-year adoption period. • Knowledgeable client support staff are available to provide immediate assistance. • Instructional services and digital resources are accessible to the District no later than [April 1, 2027]. • All print and digital materials are delivered no later than [May 1, 2027] to support May 2027 training for the 2027–2028 school year. • The District can purchase additional materials during the five-year period to accommodate enrollment growth. • Materials are packed and labeled by campus as described in Section 4.2.	Points Based	60 (6% of Total)
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8.	Digital Resources and Data Security Criterion 8: Digital Resources and Data Security Digital resources must meet the following requirements. Please describe how your product meets each one. • Cloud-based delivery. • Single sign-on through ClassLink and Google. • Automatic nightly rostering sync with ClassLink and Synergy. Please describe your integration method. • Compatibility with District devices, including Chromebooks and iPads. [District to confirm devices.] • A described schedule and process for system maintenance and updates. • Secure handling of student and staff data. Please describe your industry-standard protocols and practices for securing student and staff data, and confirm willingness to sign the District’s data privacy agreement (Appendix A). • Accessibility conformance as described in Section 4.3.	Points Based	35 <i>(3.5% of Total)</i>
9.	Pricing Pricing is scored from the separately uploaded Cost Proposal. See Section 6 for required pricing details.	Points Based	20 <i>(2% of Total)</i>

9. DOCUMENTS

9.1. Vendor Questionnaire and Required Forms

Please submit all downloaded forms in PDF format. Items marked with an asterisk (*) require a response.

Non-Negotiable Questions

A "No" response to any question in this section will eliminate the proposal from further consideration.

1. For K–5 proposals: Does the program appear as approved, meeting all criteria, on the ADE Move On When Reading (MOWR) Vetted Core Program List?*

- ☐ Yes
- ☐ No
- ☐ Not applicable (6–8 proposal only)

2. Does the program have an ESSA evidence-based rating in one of the top three tiers?* If yes, please state the tier.

- ☐ Yes
- ☐ No

3. Does the program provide support for teachers (for example, lesson plans, background knowledge, and assessment tools) to teach the curriculum?*

- ☐ Yes
- ☐ No

4. Does the program include comprehensive digital resources?*

- ☐ Yes
- ☐ No

Program Information

5. Which program(s) are proposed?*

- ☐ K–5
- ☐ 6–8
- ☐ Both

6. Does the program include a Spanish bi-literacy component for dual language immersion?*

- ☐ Yes
- ☐ No

7. EdReports rating (if available): _____

10. SAMPLES

Offeror shall:

1. Provide digital access for all materials to be considered for adoption review for up to twelve committee members.
2. Provide a link to a pre-recorded webinar (approximately 60 minutes or less) with instructions for use of the materials, highlighting key features that align to what the District is seeking in the resource.

The Digital Access and Pre-Recorded Webinar shall be received by the Purchasing Department by the date and time stated on the front page of this RFP Solicitation.

PLEASE NOTE: DO NOT send physical copies of textbooks and resource materials. After initial evaluation, physical copies may be requested from the top ranked publishers.

Please note: Submitted materials will not be returned to offeror but will remain with the District.

11. SAMPLE: TEXTBOOK AND ANCILLARY MATERIAL INFORMATION AND PRICING FORM

11.1. SAMPLE: ENGLISH LANGUAGE ARTS K-3

SAMPLE TEXTBOOK AND ANCILLARY MATERIAL INFORMATION AND PRICING FORM

Book company representatives are REQUIRED to provide the following information for each basic textbook/supplemental submitted for adoption consideration. ****ALL FORMS MUST BE TYPED****

<u>Publisher Information:</u>	
<u>NAME OF PUBLISHER & ADDRESS:</u> - - - -	<u>COURSE FOR WHICH BOOK IS SUBMITTED:</u> English Language Arts K-3
<u>Textbook Rep. Name, Address & Telephone Number:</u>	Is publisher willing to do correlation with State Standards & District curriculum? YES NO Will basic textbook & ancillary material being considered for adoption be available for a six year adoption period: YES NO Will ALL material be available by June 30,2026 YES NO

Basic Textbook Information: Only information submitted will be considered for adoption.

Textbook Title:

Author/Editor Name:

Copyright Date:

ISBN Number:

If this is a Digital Textbook, please provide a Username/Password for Online Review: **Username:** **Password:**

Net Price:

Grade/Readability Level:

Ancillary & Technology Material Information (Attach additional sheet(s) if necessary using same format.)

Product Name	ISBN Number	Copyright Date	Description (i.e. workbook, TAE, resource material, software)	Net Price:

11.2. SAMPLE: ENGLISH LANGUAGE ARTS K-6

SAMPLE TEXTBOOK AND ANCILLARY MATERIAL INFORMATION AND PRICING FORM

Book company representatives are REQUIRED to provide the following information for each basic textbook/supplemental submitted for adoption consideration. ****ALL FORMS MUST BE TYPED****

<i>Publisher Information:</i>	
<u>NAME OF PUBLISHER & ADDRESS:</u> - - - -	<u>COURSE FOR WHICH BOOK IS SUBMITTED:</u> English Language Arts K-6
<u>Textbook Rep. Name, Address & Telephone Number:</u>	Is publisher willing to do correlation with State Standards & District curriculum? YES NO Will basic textbook & ancillary material being considered for adoption be available for a six year adoption period: YES NO Will ALL material be available by June 30, 2026 YES NO

Basic Textbook Information: Only information submitted will be considered for adoption.

Textbook Title:

Author/Editor Name:

Copyright Date:

ISBN Number:

If this is a Digital Textbook, please provide a Username/Password for Online Review: Username: Password:

Net Price:

Grade/Readability Level:

Ancillary & Technology Material Information (Attach additional sheet(s) if necessary using same format.)				
Product Name	ISBN Number	Copyright Date	Description (i.e. workbook, TAE, resource material, software)	Net Price:

11.3. SAMPLE: ENGLISH LANGUAGE ARTS 7-8

SAMPLE TEXTBOOK AND ANCILLARY MATERIAL INFORMATION AND PRICING FORM

Book company representatives are REQUIRED to provide the following information for each basic textbook/supplemental submitted for adoption consideration. ****ALL FORMS MUST BE TYPED****

<i>Publisher Information:</i>	
<u>NAME OF PUBLISHER & ADDRESS:</u> - - - -	<u>COURSE FOR WHICH BOOK IS SUBMITTED:</u> English Language Arts 7-8
<u>Textbook Rep. Name, Address & Telephone Number:</u>	Is publisher willing to do correlation with State Standards & District curriculum? YES NO Will basic textbook & ancillary material being considered for adoption be available for a six year adoption period: YES NO Will ALL material be available by June 30, 2026 YES NO

Basic Textbook Information: Only information submitted will be considered for adoption.

Textbook Title:

Author/Editor Name:

Copyright Date:

ISBN Number:

If this is a Digital Textbook, please provide a Username/Password for Online Review:

Username: Password:

Net Price:

Grade/Readability Level:

Ancillary & Technology Material Information (Attach additional sheet(s) if necessary using same format.				
Product Name	ISBN Number	Copyright Date	Description (i.e. workbook, TAE, resource material, software)	Net Price:

12. VENDOR QUESTIONNAIRE

Please submit all downloaded forms in PDF format

1. Response Submittal "Embedded Attachments or Documents"*

Our firm understands that we are not to embed any website URL's, links to documents, or digital binders, or answer any question which references content located at an outside source within the questionnaire, as they will not be evaluated. We will answer the question in the space provided or as an attached document as directed.

When a document is required to be uploaded, it should be in pdf format and unlocked.

☐ Please confirm

*Response required

2. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

2.1. *Acknowledgement and Acceptance of Terms and Conditions of the Solicitation**

Explanatory Note: The purpose of this question is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether Organization Name (also referred to as the District) approved such items prior to submission of the Offer, must be clearly set forth in this question.

The Offeror, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As used in this question, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

☐ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Mesa Unified School District #4 shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

*Response required

3. Request for Confidentiality of Proprietary Information

Explanatory Note: The purpose of this question is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the question below reflecting the page number and paragraph of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this question. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

3.1. *Request for Confidentiality of Proprietary Information **

Please download the below documents, complete, and upload.

- [CONFIDENTIAL PROPRIETARY SU...](#)

*Response required

4. Requested Forms

Please complete the following downloadable forms and upload them in their respective questions.

4.1. *Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- [NON-COLLUSION AFFIDAVIT.pdf](#)

*Response required

4.2. *Deviations and Exceptions**

Please download the below documents, complete, and upload.

- [DEVIATIONS AND EXCEPTIONS.pdf](#)

*Response required

4.3. *Offer and Acceptance**

Please download the below documents, complete, and upload.

- [OFFER AND ACCEPTANCE FORM.pdf](#)

*Response required

4.4. *Bid Cost Form**

Please download the below documents, complete, and upload.

- [BID COST FORM.pdf](#)

*Response required

4.5. Additional Materials Submitted*

Please download the below documents, complete, and upload.

- [ADDITIONAL MATERIALS SUBMIT...](#)

*Response required

5. Required Documents

Please upload required documents to their respective questions.

5.1. Vendor Application*

Please download the below documents, complete, and upload.

- [Vendor Application Form.pdf](#)

*Response required

5.2. W-9*

*Response required

5.3. Certificate of Insurance (COI)*

Please upload your complete COI here

*Response required

5.4. Services Generating Cost to the District

A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.

5.5. Additional or separate contract

The form of contract for any award made as a result of this proposal will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

5.6. RFP Response (No Cost Proposal)*

Please Upload your RFP Response HERE. Do NOT including pricing in this area. There will be another place to upload your Cost Proposal.

*Response required

5.7. Pricing Proposal*

Please upload your complete PRICING PROPOSAL here. Please make sure that this information is NOT included in the RFP Response Area.

*Response required

5.8. *System Award Management Verification**

Please enter your company's Legal Name and/or dba Name:

*Response required

5.9. *Arizona Corporation Commission**

Please enter your company's Legal Name and/or dba Name:

*Response required