Accelerate Progress for Students

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SUPERINTENDENT

DATE: 12/20/2024
RFP NUMBER: 25-044 SC
RFP TITLE: Instructional Materials and Digital Curriculum
ADDENDUM NUMBER: 2

Addition to the scope: All offerors must meet the WCAG 2.0 requirements.

Attached link your reference: https://www.levelaccess.com/blog/ada-title-ii-updates-what-to-know-about-the-dojs-proposed-revisions/

Extension of Date of Submission: Earlier date was 01/06/2025 new date 01/13/2025, 3:00pm, local time.

See questions and answers submitted by due date and time.

1. Will APS consider digital, supplemental curriculum as part of this bid?
A. Digital curriculum preferred no supplemental materials.

2. Approximately how many courses would each full-time enrolled student be assigned?
A. k-8 students' full inclusive coursework for all NM grade level standards, HS full time – 7-8 courses per semester.

3. So that we may offer a feasible and effective solution, what is the district's approximate budget for this opportunity?
A. There is no budget information available at this time.

4. Will the District teachers be used? Or would Pearson NM-certified Online Teachers be used? Or would both District and Pearson teachers be utilized?
A. We are open to both APS teachers, vendors teachers or a combination of both.

5. Will the District be requesting GradeSync integration services?
A. This is not a requirement, however vendors are welcome to offer whatever services fall within the scope.

6. What is the Academic Year start date?
A. 08-07-2025.

7. Would you please inform us of your course segmentation? (semester, annual, trimester, quarterly, other?
A. APS works on full year for ES, semester for 6-12, we would also utilize in summer school (June-July).

8. Would you please inform us of your grading segmentation? (semester, annual, trimester, quarterly, other?
A. During the regular school year 9 week grades, and Semester Grades, summer school two time frames with grades at the end of course.

9. What type of devices do students in the district use?
A. iPads for k-2 and Chromebooks 3-12.

10. We recognize that APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. For this opportunity, has APS decided if this will be awarded to one vendor or multiple vendors?
A. APS reserves the right to award to a single or to multiple vendors depending upon what is in the best interests of the District.

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11. Would you consider selecting a vendor with primarily Advanced Placement (AP) products for grades 9-12?
A. No.

12. Are you looking for a comprehensive curriculum covering all subject areas for your grade spans, ex. 9-12 grades?
A. Yes.

13. Are you considering computer science curriculum providers? If so, are you able to estimate enrollment?
A. Computer science can be a portion of the curriculum but we will not look computer science as the sole topic.

14. Is it ok to bid for this title if some of the bid doesn't pertain to our materials? We have a digital component to our resources but it's only a component and the students do not have access to the digital.
A. No, we need the majority of the content in digital format.

15. The Price Proposal Form (Attachment B) requires us to provide pricing for K-8 curriculum as a single line items. To share the most cost-conscious pricing with APS, we prefer to offer separate K-5 and 6-8 licensing options. Would the District consider adding a line to the pricing form and/or allowing vendors to provide pricing for elementary and middle school licenses separately?

A. Please include one price as indicated on the Price proposal, this allows APS to be able to compare prices. Vendor may include additional information describing separate licensing options if desired.

16. Do you intend to award a single contract or multiple contracts?
A. APS reserves the right to award to a single or to multiple vendors depending upon what is in the best interests of the District.

17. 1000 K-8 licenses seems like a small number for a district the size of APS. Will this contract be for online learning only?
A. That is an estimate of the number of students enrolled at the k-8 virtual school.

18. For pricing purposes, can you break down the curriculum needs by subject, grade level, number of teachers and number of buildings?
A. This is for a digital curriculum for all grade levels and subjects required by the State of New Mexico Public Education Department

19. Is it appropriate for a vendor to submit if we don't offer all items in the requirements? (for example, credit recovery and/or advanced courses).
A. Credit recovery is needed.

20. Can you clarify: A continuation program for suspended students with a fulltime virtual model. Does this mean it must be done independently from the teacher?
A. Yes.

21. Is not having specific Spanish-based support outside of system-provided resources like translation and text to audio in Spanish required?
A. This requirement is desirable, not mandatory.

22. IS APS seeking vendor-provided instructors or curriculum only? If it is curriculum only, that coursework would still need to be submitted for NCAA approval as required by your school/district. Our teacher-provided courses are currently NCAA approved.
A. Vendors may submit options.

23. Could you provide Synergy Integration specs for review. Our system should be fully compatible, but we would appreciate seeing them to confirm.
A. Rostering and integration options and specifications for Synergy data would be the same as those provided by Technology in their response. The OAR/SIS Technical department is already providing a weekly Parent/Guardian contact information file via SFTP that is not currently available in ClassLink/OneRoster.

24. Could you provide the state specific courses you anticipate needing? Could you provide an expected delivery timeframe for such courses?
A. NM History needs to be incorporated into US history

25. #6 on Addendum A indicates that the provider systems must be able to integrate with other systems and custom databases. Could you provide what those are outside of Synergy and will you provide specifications for those anticipates systems and integrations?
A. Providers should be able to integrate using the OneRoster 1.1 or 1.2 interoperability

specification, or the LTI Advantage interoperability specification. Our system integrations include:

- Classlink -
  - Certified in the OneRoster interoperability specification, versions 1.1 and 1.2.
- Google Classroom -
  - Certified in the OneRoster interoperability specification, versions 1.1 and 1.2.
- Clever -
  - Certified in the OneRoster interoperability specification, versions 1.1 and 1.2.
- Canvas (open source, self-hosted) -
  - Certified in the LTI interoperability specification, version 1.3 and LTI Advantage

Available user authentication methods include

- OAuth2
- SAML
- SSO can be provided by Google or MS Azure, depending on intention and available protocols.
- **Student Privacy**
- FERPA and COPPA compliance required if vendor is to collect student data.
- **Infrastructure Support**
- As far as databases or the network, our infrastructure can support any modern solution with TCP / UDP IP.
- If the vendor provides (or needs) a db in MySQL, PostGRE or MS-SQL, we can accommodate that on any typical Win server or RHEL server (license dependent).

26. Is there any Federal funding which will be used for this RFP?
A. No

27. Throughout the Request for Proposal documents, some of the refences to “days” specifically refer to calendar days, while most others do not specify whether the mean business days or calendar days.
A. If no reference is made to calendar vs business days, please utilize calendar days for the purpose of this RFP.

28. In the Terms and Conditions section, Section 12.A regarding the Contractor’s rights to terminate the services contract between APS and the Contractor (“Contract”) give the Contractor only the right to terminate the Contract for cause. While we do not anticipate there being any problems between APS and Contractor, it would be beneficial for the Contractor to have the right to unilaterally terminate the Contract without cause, at least during the first year of the contract term while each party determines whether the arrangement is a good fit. Would it be acceptable to modify Section 12.A to permit the Contractor to terminate the Contract without cause, perhaps on at least thirty (30) or sixty (60) calendar days’ written notice, or to make APS’ right to terminate for convenience under

Section 12.B .2 reciprocal?

A. APS does not allow termination for convenience from vendors for this procurement.

29. Please confirm whether the Automotive Liability insurance requirements in Section 14 of the Terms and Conditions applies where the Contractor has no physical presence in New Mexico and provides its services (including training) online.

A. This is our standard insurance policy. APS may review insurance requirements during negotiations to determine what insurance requirements will be necessary.

30. Regarding the Additional Terms and Conditions:

    A. Section 3's non-discrimination requirements do not take into account the recognized rights of religiously affiliated educational institutions in employment-related matters. As a religiously affiliated university, we are committed to diversity, equity, and inclusion in the workplace, and promoting the recruitment, training, and retention of underrepresented groups. We also are committed to implementing these efforts in ways that are consistent with, and do not sacrifice, our religious beliefs and practices, as permitted under federal and state law.

       In establishing extensive anti-discrimination requirements and practices, Section 3 does not consider the recognized rights of religiously affiliated institutions, particularly with respect to the religious exemptions granted by law concerning many of Section 3's requirements and practices. Accordingly, we suggest that Section 3 be revised to simply state: "The Contractor will comply with all applicable federal and state anti-discrimination laws." This seems to be the simplest way of establishing the Contractor's duty to not engage in unlawful discrimination while respecting the employment-related rights of religiously affiliated educational institutions.

    B. Please confirm which parts of the rest of the Additional Terms and Conditions apply to the RFP in light of the following:

       1. 2 CFR Part 200, Appendix II applies to contracts made by a non-federal entity under a federal award. Is the RFP being made under a federal award?

       2. In Section 1, the provision regarding APS' "right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable" contradict the mandatory arbitration provisions

       3. In Section 2, the provisions regarding the APS' rights to terminate the Contract for cause and convenience differ from Section 12.B of the Terms and Conditions:

          - Section 2's grounds for for-cause termination appear to be broader than under Section 12.B.1.a;

          - Section 2 refers to the Contractor's "reasonable opportunity to cure" its noncompliance before the Contract can be terminated for cause, while Section 12.B.1.b does not mention the Contractor's ability to cure;

- Section 2 allows APS to “immediately” terminate the Contract for convenience, while Section 12.2.a. requires APS to give at least 10 days’ advance notice of termination.

- Section 2 states that if APS terminates the Contract for convenience, “[t]he compensation due the Contractor . . . shall be a reasonable amount” based on such factors as “the percentage of work or services performed by the Contractor and accepted by [APS] as of th e date of termination, the contract price and any unit prices specified in the contract, as applicable.” However, Section 12.B.2b requires that the Contractor be paid (i) “for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination”; and (ii) “for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract document in connection with uncompleted work.”

4. Section 4 incorporates the requirements of the Davis-Bacon Act, which applies to contracts for the construction, alteration, or repair of public buildings or works that are federally funded or assisted and exceed $2,000.

5. Section 5 incorporates the requirements of the Copland Anti-Kickback Act, which prohibits contractors and subcontractors from inducing employees to give up any part of their compensation on federally funded construction projects.

6. Section 6 incorporates the requirements of the Contract Work Hours and Safety Standards Act, which covers hours and safety standards in federal service contracts and federally assisted construction contracts worth over $100,000.

7. Section 7 incorporates the requirements of 37 CFR Part 401, which concerns inventions made by nonprofits and small business firms working on research activities sponsored by federal government grants, contracts, and cooperative agreements.

8. Section 8 incorporates the requirements of the Clean Air Act and the Federal Water Pollution Control Act, which do not appear to apply to the types of education-related services to be provided pursuant to the RFP;
Section 8 will only apply where applicable.

9. Section 9 incorporates the requirements of 2 CFR Part 180 and 2 CFR Part 3000, which establish rules and guidance for federal agencies on how to implement government wide debarment and suspension systems for non-procurement programs and activities;

10. Section 10 incorporates the requirements of the Solid Waste Disposal Act, which concerns the procurement of items (goods) and requires that they be “composed of the highest percentage of recovered materials practicable” and does not appear to apply to the education-related services to be provided pursuant to the RFP;

11. Section 11 requires the Contractor to give the Federal Emergency Management Agency (“FEMA”), the U.S. Comptroller General, and their designees access to

the Contractor's records, even though these federal parties do not appear to have any relation to the RFP;

12. Section 12 prohibits the use of the Department of Homeland Security's ("DHS") logos, crests, etc., even though the DHS does not appear to have any relation to the RFP;

13. Section 13 requires the Contractor to comply with FEMA policies, procedures and directive, even though FEMA does not appear to have any relation to the RFP;

14. Section 14 incorporates 31 U.S.C. Chap 38, which concerns administrative remedies for false claims made to federal agencies, which do not appear to have any involvement in the RFP.

Answer for Question 30 (Section A and B).

This procurement does not anticipate Federal funding, ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II. Shall not apply unless funding source changes. Where there is a contradiction between applicable terms or conditions, the more restrictive term and or condition will apply.

**** Please note: Albuquerque Public School will be closed for holidays from 12-23-2024 to 1-1- 2025.**

ACKNOWLEDGE ADDENDUM WITH SUBMITTED PROPOSAL:
Addenda not signed and returned may consider the RFP non-responsive and may be rejected.

_____
COMPANY/FIRM NAME

_____
SIGNATURE

_____
DATE