

Question	DPS Response
1	<p>Is the above-referenced bid for core curriculum materials only, or is the district interested in receiving proposals for supplementary resources as well?</p> <p>At this time, we are only considering adoption of a comprehensive Core curriculum. Supplemental resources will not address intent of this bid.</p>
2	<p>Would Durham Public Schools be open to curriculum that covers grades K,1,2 in print version with digital teacher access to lesson plan and print?</p> <p>At this time, DPS is considering a curriculum that incorporates both digital and print opportunities for teachers and students.</p>
3	<p>Will there be an RFP for Special Education curriculum?</p> <p>No.</p>
4	<p>Special the special education department use funding from this RFP to purchase special education curriculum?</p> <p>No.</p>
5	<p>Are you seeking or accepting bids for math curriculum specifically created for students with disabilities or is this bid strictly for general education or general education with differentiation to support students with disabilities placed in a general education math curriculum?</p> <p>The bid is for general education with differentiation to support students with disabilities placed in a general education math curriculum</p>
6	<p>Is it acceptable to reply point by point to the questions in Attachment D (Vendor Response Template) within our own template (rather than in the provided PDF table in the RFP)? This would allow us to include descriptive graphics.</p> <p>Please use the template provided in Attachment D.</p>
7	<p>On page 24, the item numbering has a gap. The list goes from item 10 (Reciprocal Preference) to item 13 (Miscellaneous) . We suspect that subsections 1 and 2 between these items may be misnumbered. Can you verify that is the case?</p> <p>You are correct. It should read 10, 11, 12, 13.</p>

8	<p>The “Termination for Convenience” clause (#18 in Contract Terms and Conditions, page 30) has a blank space prior to the “days’ notice in writing.” Can you provide the number of days intended for this area?</p> <p>Durham Public schools hereby inserts “60” days into the blank termination clause field.</p>
9	<p>On page 3, after the top table row, the document notes “offer valid for at least 120 days from proposal opening, unless otherwise stated here.” However, in the Pricing section on page 10 the document states that “pricing must remain valid for no less than 180 days...” Can you please clarify the correct time frame?</p> <p>180 days</p>
10	<p>Section 4.1 Contract Term (pg 10): A. What is DPSD’s expectation for pricing during any renewal term(s) and is it the intent of DPSD to accept the vendor’s then-current pricing after the initial 3-year term?</p> <p>Please provide an itemized one year base price and multi year pricing options for consideration. Multi-year implementation planning and budgetary concerns will part of the decision making process for the core adoption.</p>
11	<p>B. Does DPSD intend to purchase and pay annually OR upfront in year 1 of the contract for all three years?</p> <p>That decision has not been made at this time.</p>
12	<p>C. Is DPSD interested in seeing proposal pricing for a longer adoption, such as five or six years, with purchase order and full payment upfront in year 1 of the contract?</p> <p>We are interested in reviewing all single and multi year pricing options. Please provide an itemized one year base price and multi year pricing options. Also include the costs for supplemental materials, inclusive of online tools, web-based student achievement dashboard, and professional development.</p>
13	<p>Section 4.8 Background Checks (pgs 11-12): Our company performs background checks upon hire of every employee who will be present on school property, have access to student identifiable information, and/or will have access to school funds. Is it acceptable to DPSD if we provide pertinent information for those employees who will be entering any school district premises to allow DPSD to run any required additional background checks?</p> <p>Durham Public Schools requires that the background check be conducted or updated within 30 days of beginning work under the contract at the expense of the vendor.</p>
14	<p>Section 4.10 a) Vendor’s Representation (pg 12): Does the following statement exclude laptops, iPads, or other computers required for students’ and teachers’</p>

	<p>classroom use of vendor’s software products? Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.</p> <p>Page 12 section 4.10a refers to vendor presentations, and should include materials as stated. Vendors are responsible for bringing devices and materials needed to present to the intended audience.</p>
15	<p>Section 12 Assignment (pg 28): Will DPSD agree that no advance request be required in the event of a sale of all or substantially all of the outstanding assets or equity of vendor, as long as vendor’s ability to provide software and services is materially unchanged as a result of such sale?</p> <p>Durham Public Schools is not able to alter this obligation.</p>
16	<p>Section 14 General Indemnity (pg 29): Will DPSD agree to limit the indemnification obligation set forth in this section to third-party claims?</p> <p>Durham Public Schools is not able to alter this obligation.</p>
17	<p>Section 21 Property Rights (pg 30): This proposal relates to software and services that were developed for general use and not specifically for DPSD under this contract. Does DPSD agree that licenses to use vendor’s software products will only last for as long as DPSD has paid for such licenses, and not in perpetuity?</p> <p>Yes.</p>
18	<p>Regarding Attachment B: DPS amends Attachment B: North Carolina General Terms & Conditions only as follows:</p> <p>7. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice-</p> <p>16. KEY PERSONNEL: Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Durham Public Schools assigned Contract Lead <i>not to be unreasonably withheld</i>. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor’s proposal.</p>
19	<p>Is Durham willing to review and consider final format of a Florida customization of a new cutting-edge solution, alongside less-than-final format of the actual product that customers in North Carolina would be using? (The formats and product configuration would be identical, and the print/digital product Durham would be using would be complete by May 2019 with Spanish print/digital following by two months.)</p>

	<p>At this time, we will consider curriculum that is prepared and aligned to the NCSCOS, within the identified time frame.</p>
20	<p>Will you accept a web-based curriculum that does not include a textbook version of the product? At this time, DPS is considering a curriculum that incorporates both digital and print opportunities for teachers and students.</p>
21	<p>Please clarify/confirm that we should include the entire RFP itself (all pages), and populate/sign the attachment where applicable? Yes. Include the entire RFP.</p>
22	<p>Where should we address requests in RFP Section 4 Requirement, e.g. vendor profile and experience? Would they go in an appendix? In attachment D, Vendor Response template, include the vendor profile and experience in the vendor name section.</p>