

## **CURRICULUM SERVICES AGREEMENT**

This Curriculum Services Agreement ("Agreement") is effective as of the 6<sup>th</sup> day of May 2018, by and between Poudre School District R-1 ("District") and Houghton Mifflin Harcourt Publishing Company ("Contractor") collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Term of Agreement.**

1.1. This Agreement shall commence on the date first set forth above and continue through and including June 30, 2028 unless earlier terminated as provided herein.

1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

1.4. The District, at its sole discretion upon written notice to Contractor, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement, and not merely seeking a term extension, at or near the end of any initial term or renewal term. The provisions of their Agreement in effect when such notice is given, including, but not limited to prices, rates and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Agreement is approved and signed by an authorized representative of the District.

### **2. Deliverables and Purchase Price.**

2.1. The Contractor's responsibility under this Agreement is to provide its digital e-books, online materials, professional development and physical textbooks for students and teachers to support the chemistry courses offered at the District's high schools. The parties agree to the following, as specified in:

2.1.1. Request for Proposal ("RFP") 18-630-001, which is part of this agreement and attached hereto as Exhibit A.

2.1.2. RFP 18-630-001 Addendum 1, which is part of this agreement and attached hereto as Exhibit B.

2.1.3. Contractor's Response to RFP 18-630-001, which is part of this agreement and attached hereto as Exhibit C.

2.1.4. Opportunity for Best and Final Offer ("BAFO") to RFP 18-630-001, which is part of this agreement and attached hereto as Exhibit D.

2.1.5. Contractor's BAFO Response to RFP 18-630-001, which is part of this agreement and attached hereto as Exhibit E.

2.1.6. Contractor's BAFO Data and Third-Party Response to RFP 18-630-001, which is part of this agreement and attached hereto as Exhibit F.

All documents which are made a part of this Agreement (hereinafter the "Services") and incorporated herein by reference.

2.2. The total cost for the Services as set forth on the attached Exhibit E is One Hundred Thirteen Thousand, Two Hundred and Sixteen Dollars and Zero Cents (\$113,216.00).

2.3. Additional subscriptions and materials may be purchased at the price(s) listed in Exhibit E for the length of the Agreement.

2.4. Common Cartridge bundled pricing will increase, new pricing shall be provided to the District by October 1, 2018 and offered for the length of the Agreement.

2.5. Contractor shall offer professional development at the daily rate of \$2,950 for up to 30 participants.

2.5.1. Professional development pricing will increase, new pricing shall be provided to the District by October 1, 2018 for consideration.

2.6. In Exhibit E, page 4, delete the following language that has a strikethrough.

~~This proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:~~

~~<<http://www.hmheo.com/common/terms-conditions>>~~

~~Ts & Cs are also found on HMH invoices.~~

~~HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.~~

2.7. The District understands and agrees that its students' access to and use of the Contractor's web-based system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the

District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

### **3. Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

**4. Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to

intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

## **5. Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

## **6. Use of Confidential Student Records and Information.**

6.1. Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Contract; and (d) at the conclusion of the term of the Contract the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit F ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or



market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of their products and services, and/or the development of new products and services. In no event, shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to -206 ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit F: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the Contract and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District.

9. **Warranty of the Deliverables.** Notwithstanding prior acceptance of deliverables by the District, the Contractor shall expressly warrant all delivered technology, products and documentation as properly functioning at the start of operations and compliant with the terms of the Contract thereafter, continuing through the useful life of the technology, products and documentation ("Warranty Period"). The warranty period will begin at the time the technology, products and documentation have been formally accepted in writing by the District. During the warranty period, the Contractor shall be responsible to correct, at its expense, any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Agreement. The Contractor will correct all defects and/or deficiencies associated with this Agreement and replace incorrect or defective equipment, programs and/or documentation within seven (7) business days of notification from the District in writing to the Contractor of such defects and/or deficiencies within such period, as may be necessary to make correction(s) using all due diligence and dispatch as mutually agreed upon between the District and the Contractor. Defects and/or Deficiencies properly noted in writing to the Contractor before expiration of the warranty period will be fully covered regardless of such expiration.

10. **Payment Retained.** Time is of the essence of this Order. The District will retain ten percent (10%) of all payments due until the Contractor successfully completes the deliverables within the District's deadlines, and the District has given written acceptance of the final endpoint devices including all written documentation. Upon District's final acceptance of Services, retainage will be reduced from ten percent (10%) to zero percent (0%).

11. **Invoices.** Contractor shall submit invoices to the District's accounts payable department for completed deliveries. The invoice shall reference the appropriate purchase order number, the delivery address and the corresponding delivery ticket or packing slip for the items delivered. All invoices must be submitted within 45 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30. Under no circumstances shall the invoice be submitted to the District in advance of the delivery and written acceptance of the items.

11.1. Payments of valid invoices will be based upon the Contractor meeting the District's deadlines and upon the District's acceptance of the deliverables. Should the Contractor fail to comply with the provisions of the Agreement, payment for portions of the Contract will be withheld until such time as the Agreement terms have been implemented. Administrative, contractual, and/or legal remedies, will be implemented, if it appears the Contractor has breached or defaulted on the Agreement.

11.2. If Contractor for any reason anticipates difficulty complying with the required delivery date(s), or in meeting any of the other requirements associated with this Contract, Contractor will promptly notify District in writing. If Contractor does not comply with District's delivery schedule, District may require expedited delivery by fastest method

available and all charges resulting from the premium mode of transportation must be fully prepaid and absorbed by Contractor.

12. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-I  
Attn: Tracy Stibitz  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: [tstibitz@psdschools.org](mailto:tstibitz@psdschools.org)

Houghton Mifflin Harcourt  
Publishing Company  
Attn: Shawn Weirather  
**One Pierce Place, Suite 900W**  
**Itasca IL 60143**  
Email: [hmh.bids@hmhco.com](mailto:hmh.bids@hmhco.com)

13. **General Provisions.**

13.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger, the Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

13.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

13.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

13.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

13.5. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30)

days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 13.5 shall not reduce the indemnification liability that Contractor has assumed in section 13.6 below.

**Commercial General Liability**

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. General Aggregate \$2,000,000
- e. Coverage must be written on an "occurrence" basis.
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

**Technology Errors & Omissions Liability including Network Security and Privacy Liability**

- a. Per Loss \$3,000,000
- b. Aggregate Limit \$3,000,000
- c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.
- d. If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

**13.6. Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 13.6 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

13.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

13.8. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

13.9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

13.10. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

13.11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

13.12. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

13.13. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

POUDRE SCHOOL DISTRICT R-1

By: 

Shawn Weirather

Senior Director, Business Desk

By: 

Sandra Smyser, Ph.D.

Superintendent

By: 

Robert Beauchamp

Director of Curriculum, Instruction and  
Assessment

# Exhibit A



## **POUDRE SCHOOL DISTRICT R-1**

Department of Curriculum, Instruction & Assessment

### **REQUEST FOR PROPOSAL**

**Chemistry and AP Chemistry Curriculum with Instructional  
Materials and Services**

**RFP# 18-630-001**

#### **RFP SCHEDULE**

RFP Issued	August 18, 2017
Vendor Questions Due	August 24, 2017
Addendum Issued	August 30, 2017
RFP Opening Date	September 19, 2017 at 2:00 p.m. MST
RFP Consideration Period	September 2017 – February 2018
Proposal Presentations (if required)	December 2017
Award Announced	February 2018
Approval, Board of Education	April 2018
Delivery Deadline	June 2018



## TABLE OF CONTENTS

<b>PURPOSE OF RFP .....</b>	<b>3</b>
<b>BACKGROUND .....</b>	<b>4</b>
<b>1.0 GENERAL CONDITIONS .....</b>	<b>5</b>
<b>2.0 SPECIAL CONDITIONS .....</b>	<b>10</b>
<b>3.0 SCOPE OF WORK .....</b>	<b>11</b>
<b>4.0 CONTRACT TERMS .....</b>	<b>12</b>
<b>5.0 REVIEW AND ASSESSMENT .....</b>	<b>15</b>
<b>6.0 PROPOSAL CERTIFICATION FORM .....</b>	<b>17</b>
<b>7.0 MODEL FORMAT OF PROPOSAL .....</b>	<b>18</b>
<b>EXHIBIT A</b>	

**REQUEST FOR PROPOSAL**  
**Chemistry and AP Chemistry Curriculum with Instructional Materials and Services**  
**RFP# 18-630-001**

Poudre School District R-1 (the "District") is issuing this request for proposals ("RFP") from vendors for a curriculum with instructional materials and services to be used by students in high school Chemistry and AP Chemistry classes, and for related professional development and technology supports for the District's teachers. The District wishes to begin using the curriculum, materials and services in the fall semester of 2018 for a 10-year period, in accordance with its current curriculum adoption cycle.

A copy of the proposal and any associated addendum may be obtained as follows:

1. Download the proposal from the BidNet Direct Webpage, <https://idp.bidnetdirect.com>
2. The District may provide copies of this RFP to vendors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization designated as the District's primary contact with respect to this RFP and their response thereto.

**Questions regarding the proposal specifications must be emailed to Kari Burge [kburge@psdschools.org](mailto:kburge@psdschools.org) by the August 24, 2017 deadline.** All questions will be collected and answered as an addendum to the proposal by the schedule as outlined on the RFP cover page.

The proposals (2) complete paper copies and one (1) complete electronic copy on separate USB drive, profiles, references, sample instructional materials and access to online resources, software, training and professional learning materials and services, all as provided in section 3.0 of this RFP must be received on or before **2:00 p.m. MST on September 19, 2017 and shall be in a sealed packaged and marked RFP# 18-630-001 Chemistry and AP Chemistry Curriculum with Instructional Materials and Services and mailed or delivered to:**

Kari Burge, Senior Procurement Agent  
Poudre School District R-1  
1502 South Timberline Road  
Fort Collins, CO 80524

**Sales Prohibited/Conflict of Interest:** No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

**Collusive or sham proposals:** Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

Poudre School District R-1 reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Kari Burge

## **REQUEST FOR PROPOSAL**

### **Chemistry and AP Chemistry Curriculum with Instructional Materials and Services**

**RFP# 18-630-001**

#### **BACKGROUND:**

Poudre School District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curricular and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

#### **Our Schools:**

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

## **1.0 GENERAL CONDITIONS**

- 1.1 Vendor must provide all requested information. Proposals must meet or exceed specifications contained in this document. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.2 The successful proposer will be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 1.3 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.4 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the vendor. Any proposed modification must be accepted in writing by the District and prior to award of the contract.
- 1.5 It shall be the sole responsibility of the vendor to pay for any type of delivery service charge, and to see that the District's Purchasing and Materials Management Department receives the vendor proposal on time. The bid clock used shall be the District's purchasing bid clock. The District does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.
- 1.6 Each vendor (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 The awarded vendor shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 Contact with District personnel regarding this RFP, other than inquiries to the specific Senior Procurement Agent, or designated curriculum facilitator may be grounds for elimination from the selection process.
- 1.9 Information and materials submitted in response to this RFP may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 *et seq.* Information and materials that vendor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which vendor believes they are confidential. The District, not vendor, shall determine whether information and materials so identified will be withheld as confidential, but will inform vendor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

- 1.10 Proposals shall contain a manual signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign proposal may invalidate same and it may not be considered for award.
- 1.11 The accuracy of the RFP is the sole responsibility of the vendor. No changes in the proposal shall be allowed after the submission deadline, except when the vendor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.12 The proposal awardee is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Purchasing and Materials Management Department.
- 1.13 This solicitation does not commit the District to pay any costs incurred in the preparation of a proposal. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in the preparing proposals in response to this request.
- 1.14 This solicitation does not commit the District to award a contract. The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible vendor as deemed in the best interest of the District.
- 1.15 Responses to this RFP will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.16 Only the names of the companies submitting proposals will be disclosed prior to the completion of contract negotiations.
- 1.17 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation.
- 1.18 The District reserves the right to negotiate further with one or more vendors or to request additional information. Should the District determine in its sole discretion that only one vendor is fully qualified or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that vendor.
- 1.19 A submission of a proposal in response to this RFP is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this RFP.
- 1.20 In the event the District has reasonable grounds to believe that any individual assigned to perform work under RFP has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence

or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if a contract cannot be performed because of such action, the contract may be terminated.

- 1.21 The initial agreement between the District and the awarded vendor is planned to commence on July 1, 2018 and is planned to continue in full force and effect through and including June 30, 2028 unless earlier terminated by the District as provided in section 1.23 below. Subsequent agreements between the District and the awarded vendor will be for each fiscal year (July 1 - June 30).
- 1.22 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.23 Notwithstanding the original term of an Agreement and/or any extensions thereof as provided in section 1.21 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the vendor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the vendor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.
- 1.24 Independent Contractor
  - 1.24.1 The service provider shall provide the services as an independent contractor of the District. As such, the provider shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this RFP.
  - 1.24.2 The service provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this RFP.
  - 1.24.3 Nothing in this RFP or as a result of this RFP shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future service provider and the District. The future

provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future service provider and shall not represent itself to be a partner, agent or representative of the service provider.

## **1.25 Certification Regarding Illegal Aliens**

**1.25.1 Service provider certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Service provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Service provider also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Service provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).**

**1.25.2 Service provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Service provider obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Service provider shall notify the subcontractor and the District within three (3) days that Service provider has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Service provider shall comply with any reasonable request made by the Department of Labor and Employment during an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Service provider participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.**

## **1.26 Indemnification**

**The service provider shall indemnify and hold harmless the District and the District's Board, employees, representatives and agents from and against any and all liability**

arising from any suit, action, grievance, charge or proceeding brought about or related to the service provider's real or personal property, operations, provision of Services and/or conduct of any of its employees, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 1.26 shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

**1.27 Qualifications of Service provider**

The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the service provider to perform the work and the service provider shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such service provider fails to satisfy the District that such service provider is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

**1.28 Warranty/Guarantee Laws and Regulations**

By acceptance of an agreement as a result of this RFP, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:

1.28.1 That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.

1.28.2 That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at his own expense, defend all actions or suits charging such infringement. The vendor will save and hold harmless Poudre School District, its Board of Education, officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.

1.28.3 That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.

1.28.4 That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of Poudre School District.

**1.29 Miscellaneous**



**1.29.1 Governing Law**

An Agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

**1.29.2 Equal Opportunity**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

**1.29.3 Appeal of Award**

Vendor may appeal the award by submitting, in writing, a request for reconsideration to the District's Purchasing Manager within 72 hours after the receipt of the notice of award.

**1.29.4 Sustainability**

The District is committed to being a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District, we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

**2.0 SPECIAL CONDITIONS**

- 2.1 The curriculum, instructional materials and services must be aligned to the Colorado Academic Standards.
- 2.2 The curriculum, instructional materials and services must produce evidence of usability and efficacy with a full range of students (i.e., advanced learners, English language learners and students with disabilities).
- 2.3 The curriculum, instructional materials and services must provide all students with rich learning experiences that build critical knowledge and skills fostering readiness for college.
- 2.4 The instructional materials and services may include technology and online resources calculated to enhance student learning.
- 2.5 Training and information must be furnished that enable the District to provide job-embedded supports (i.e., observation and feedback, coaching, technical expertise, etc.) to assist its teachers in using the instructional materials and accessing the instructional services in a manner that meets the diverse needs of the students they teach.
- 2.6 Professional learning opportunities and resources must be provided to support teachers at all levels of knowledge and experience in successfully

implementing the curriculum and continuously improving their methods to drive student achievement throughout the 10-year period the District plans to use the curriculum, instructional materials and services.

- 2.7 The vendor with whom the District contracts must ensure that the instructional materials are delivered to the District on or before June 2018, and that the District is able to acquire additional instructional materials to accommodate increases in student enrollment over the 10-year period it plans to use the materials. The vendor with whom the District contracts must also ensure that the instructional services are accessible by the District on or before June 2018 and continuing throughout the 10-year period the District plans to use the services, with allowances for increases in student enrollment.

### **3.0 SCOPE OF WORK**

As set forth in more detail below, the District is requesting from each vendor in response to this RFP: (a) a written proposal for a high school Chemistry and AP Chemistry curriculum with instructional materials and services; (b) written vendor profile and references; and (c) sample materials and access to online services associated with vendor's curriculum, which will be reviewed by District staff during the proposal consideration period.

#### **3.1 Vendor proposals shall include the following:**

- 3.1.1 A description of the Chemistry and AP Chemistry instructional materials for use by students and teachers, including student editions and teacher editions.
- 3.1.2 ISBN numbers (where applicable).
- 3.1.3 Provide price for the District's initial purchase of Chemistry and AP Chemistry instructional materials for 850 students and 18 teachers.
- 3.1.4 Provide price for subsequent purchases of Chemistry and AP Chemistry instructional materials to accommodate increases in student enrollment during the 10-year period the District plans to use the materials
- 3.1.5 A description of the Chemistry and AP Chemistry technology and online resources for use by students and teachers.
- 3.1.6 Provide price for District's initial purchase of Chemistry and AP Chemistry technology and online resources for use by students and teachers.
- 3.1.7 Provide price for subsequent purchases of Chemistry and AP Chemistry technology and online resources for use by students and teachers to accommodate increases in student enrollment throughout the 10-year period the District plans to use the services.
- 3.1.8 A description of all training, resources and professional learning opportunities available to the District and its teachers to support the Chemistry and AP Chemistry curriculum implementation and use of related instructional

materials, technology and online resources during the 10-year period the District plans to use them.

3.1.9 Provide price for training, resources and professional learning opportunities referenced in section 3.1.8 of this RFP.

3.1.10 Statement as to whether vendor intends to use one or more subcontractors or third parties in connection with its provision of materials and/or services included in its response to this RFP. For each such subcontractor and third party, vendor shall: (a) provide its name, address, telephone number and e-mail address; and (b) describe the work it will perform.

3.2 Vendor proposals shall include the following information:

3.2.1 Full legal name of business as it appears on IRS Form W-9, as well as any other names under which vendor does business.

3.2.2 A description of vendor's business and organization, including: (a) products and services offered; (b) address of headquarters and location of branch offices; (c) number of employees; and (d) number of years vendor has been in business.

3.2.3 Vendor's website address/Internet URL.

3.2.4 First and last name, telephone number and e-mail address of the employee within vendor's organization designated as the District's primary contact with respect to this RFP and vendor's response thereto.

3.2 Vendor shall provide the following for review by District staff during the proposal consideration period:

3.2.1 One English language student edition set of Chemistry and AP Chemistry instructional materials and one English language teacher edition set of Chemistry and AP Chemistry instructional materials.

3.2.2 Access to online resources and/or software for use by students and teachers in connection with the Chemistry and AP Chemistry instructional materials.

3.2.3 Access to the training, resource and professional learning materials and services that support the Chemistry and AP Chemistry curriculum implementation and use of vendor's related instructional materials, online resources and software.

#### **4.0 CONTRACT TERMS**

4.1 Any contract entered into between the District and a vendor selected by the District must cover vendor's provision of the high school Chemistry and AP Chemistry curriculum with instructional materials and services for a 10-year term and include provisions in substantially the form as those set forth below:

- 4.1.1 The District is a public-school District exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issued by the Colorado Department of Revenue is available upon request.
- 4.1.2 All issues regarding the formation, performance and/or enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Any action arising out of or related to the Contract shall be brought in the state District court of Larimer County, Colorado, or in the federal District court for the District of Colorado.
- 4.1.3 Vendor represents and warrants that the instructional materials and services it provides under the Contract will not infringe on any valid patent, trademark, trade name or copyright, and that it will indemnify, defend and hold harmless the District, members of its Board of Education, and/or its employees and agents from and against any and all claims, losses, liabilities or causes of action, including attorney fees and costs, involving allegations of such infringement on the part of the District, members of its Board of Education, and/or its employees or agents.
- 4.1.4 Vendor shall not assign the Contract or any of its rights, interests or obligations under the Contract without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 4.1.5 The Contract constitutes the entire agreement of the parties regarding the subject matter addressed therein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
- 4.1.6 No amendment or modification of the Contract shall be valid unless set forth in writing and executed by the parties in the same manner and with the same formality as was done for the Contract and signed by authorized representatives of the parties.
- 4.1.7 In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of the Contract, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 4.2 If the Vendor selected by the District offers a component which collects, maintains or uses student personally identifiable information, as defined in Colorado State Statute §§22-16-103(13), through the use of an internet website, online service, online application or mobile application, they will be required to sign District contract which includes language to meet compliance with Colorado State Statute §§22-16-101 *et seq.* A sample of the contract is attached herein attached as Exhibit A.
  - 4.2.1 If selected, the Vendor will be required to provide at a minimum:
    - 4.2.1.1 All data elements and the purpose for collecting the data which are generated, collected, maintained or inferred, that the Vendor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate, in a format understandable to the layperson.

- 4.2.1.2 All third-party vendors and their purpose, to which the Vendor shares student personally identifiable information, including those who receive data in an encrypted format.
- 4.2.1.3 Agreement to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in SANS Top 20 Security Controls, National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education.

## 5.0 **REVIEW AND ASSESSMENT**

5.1 Instructional Materials will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

<b>RFP Ref</b>	<b>#</b>	<b>Criteria</b>	<b>Points</b>	<b>Comments</b>
2.1 2.2 2.3	1	Instructional Content	18	
2.1 2.2 2.3	2	Instructional Program	24	
2.1 2.2 2.3	3	Assessment	18	
2.1 2.2 2.3	4	Universal Access	24	
		<b>Overall Score</b>	<b>84</b>	

This proposal will be evaluated on the body of evaluation evidence that includes, but is not limited to the cumulative point system referenced here.

5.2 District staff shall review the written vendor proposals, profiles, references, sample instructional materials, online resources, software, training, and professional learning materials and services submitted in response to this RFP during the proposal consideration period commencing September 2017 and continuing through and February 2018. During the proposal consideration period, questions may be asked of and additional information may be requested from individual vendors by the District's Director of Curriculum, Instruction and Assessment, or designee, and select vendors may be asked to give presentations to District staff regarding their RFP responses.

5.3 Samples will be returned to vendor after the conclusion of the proposal consideration period, at vendor's request, upon vendor's arrangements acceptable to the District for payment of shipping and all other return fees and costs, with no expense to the District. Include a comprehensive list of all the materials submitted for evaluation in your proposal. An electronic copy or hard copy of the sample materials must be furnished to the District for our permanent records at no expense. Requests must be made by June 30, 2018.

5.4 After January 2018, the District may select the vendor with which it wishes to contract for the high school Chemistry and AP Chemistry curriculum with instructional materials and services. The selected vendor's provision of such curriculum, instructional materials and services is subject to and conditioned on: (a) agreement by the District and vendor regarding the terms of a written contract between the parties, including but not limited to the terms specified in section 4.0 of

this RFP; and (b) execution of the written contract by authorized representatives of the District and vendor.

- 5.5 This RFP does not commit the District to select or contract with any vendor that provides a response, or to pay any costs incurred by vendors in responding to the RFP or negotiating a contract. The District reserves the right to reject any and all responses to this RFP at any point in the process, to waive any irregularities and/or informalities with respect to the RFP procedures and deadlines, and to select the vendor whose response it deems in its sole discretion to be in the best interest of the District.
- 5.6 The District may elect to interview a select group from all curriculum providers that submit a proposal, but is not required to do so.
- 5.7 The determination of whether to conduct interviews with the finalists shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the Chemistry and AP Chemistry proposals.
- 5.8 Any vendor selected for an interview will be expected to make an introductory presentation followed by a question and answer period at Poudre School District, 2407 LaPorte Avenue, Fort Collins, CO 80521.

**6.0 PROPOSAL CERTIFICATION FORM**

**Chemistry and AP Chemistry Curriculum with  
Instructional Materials and Services  
RFP # 18-630-001**

**Response is required in the Purchasing & Materials Management Department by:  
2:00 p.m. MST on September 19, 2017.**

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company's proposal responding to the RFP.
- The company meets or exceeds all the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's proposal is being offered independently of any other vendor and in full compliance with the terms specified in Section 1 and 2 of the RFP.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

**Company Name:** \_\_\_\_\_

**Signature of Official:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**E-mail address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Fax number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

(If different from Agent)

**NOTE: Proposals submitted without the manual signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.**



## **7.0 MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals should be organized in a manner specified by this RFP as follows.

### **7.1 Title Page**

- 7.1.1 Show the RFP subject, the name of the proposing firm, local address, telephone number, name of the contact person, and the date. Show the state and address that the principal place of business resides. Include a comprehensive list of the materials submitted for evaluation.

### **7.2 Table of Contents**

- 7.2.1 Include a clear identification of the material by section and by page number.

### **7.3 Letter of Transmittal – Limit to three pages**

- 7.3.1 Briefly state the proposers understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.
- 7.3.2 Briefly provide your company's background and financial information.
- 7.3.3 State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

### **7.4 Proposer's Approach**

- 7.4.1 Submit a work plan to accomplish the scope defined in **"3.0 Scope of Work"** and respond to the requirements found in **"4.0 Contract"**.

### **7.5 Cost Component of Proposal**

- 7.5.1 Submit the required information included in section **"3.1 Pricing and Fees"** of this RFP.

### **7.6 Proposal Certification Form**

- 7.6.1 Submit the completed Form in section 6.0

## **Exhibit A**

## **CURRICULUM SERVICES AGREEMENT**

This Curriculum Services Agreement ("Agreement") is entered into this {XX day of XX, 20XX}, by and between Poudre School District R-1 ("District") and {Contractor} ("Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Term of Agreement.**

1.1. This Agreement shall commence on the date first set forth above and continue through and including {Date}.

### **2. Deliverables and Purchase Price.**

2.1. {Scope of Work}

2.2. The District understands and agrees that its students' access to and use of the Services under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

### **3. Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.

3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and

information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to [SUBCONTRACTOR(S)] pursuant to written subcontract(s) specifying the purpose of the disclosure and providing that: (a) [SUBCONTRACTOR(S)] shall not disclose confidential student records and information, in whole or in part, to any other party; (b) [SUBCONTRACTOR(S)] shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) [SUBCONTRACTOR(S)] shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Contract; and (d) at the conclusion of its/their work under its/their subcontract(s) [SUBCONTRACTOR(S)] shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in its/their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and [SUBCONTRACTOR(S)] may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event, shall the Contractor or [SUBCONTRACTOR(S)] re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and [SUBCONTRACTOR(S)] shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or [SUBCONTRACTOR(S)], shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached {Exhibit XX}: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Risk Manager. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Risk Manager with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 8, shall not reduce the indemnification liability that Contractor has assumed in section 11.5 below.

**Commercial General Liability**

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an "occurrence" basis
- e. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

9. **Remedies.** If Contractor or [SUBCONTRACTOR(S)] fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Contract the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of [SUBCONTRACTOR(S)] from future contracts and subcontracts with the District.

10. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1  
Attn: Tracy Stibitz  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: tstibitz@psdschools.org

{NAME}  
{ADDRESS}  
{EMAIL}

11. **General Provisions.**

11.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

11.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

11.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

11.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

11.5. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.5 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

11.6. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

11.7. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

11.8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

11.9. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

11.10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

11.11. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

11.12. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

{COMPANY}

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_  
{NAME}  
{TITLE}

By: \_\_\_\_\_  
Dave Montoya  
Executive Director of Finance

By: \_\_\_\_\_  
{NAME}  
{TITLE}



# Exhibit B



## **REQUEST FOR PROPOSAL**

### **Chemistry and AP Chemistry Curriculum with Instructional Materials and Services**

**RFP # 18-630-001**

**Addendum 1.0**

**August 30, 2017**

The questions and answers referring to the RFP are as follows.

1. The RFP states 850 students for Chemistry and AP Chemistry. Would that be 850 students for Chemistry and 850 students for AP Chemistry? 850 Chemistry students and 19 Chemistry teachers. 130 AP Chemistry students and 5 AP Chemistry teachers.
2. Pertaining to samples, are there any specifications as to how many the district would like to receive for each submitted title? One English language student edition set of Chemistry and AP Chemistry instructional materials and one English language teacher edition set of Chemistry and AP Chemistry instructional materials. Access to online resources and/or software for use by students and teachers in connection with the Chemistry and AP Chemistry instructional materials. Access to the training, resource and professional learning materials and services that support the Chemistry and AP Chemistry curriculum implementation and use of vendor's related instructional materials, online resources and software.
3. Who is the designated curriculum facilitator that is mentioned in 1.8 of the RFP? The Science Curriculum Facilitator is Laura Grissom.
4. The RFP mentions the curriculum, instructional materials and services must aligned to the Colorado Academic Standards in 2.1. Should the alignment be aligned to the new standards? Should the materials and services also be aligned to the Next Generation Science Standards (NGSS)? Colorado will not yet have finalized updated standards until 2018, therefore alignment of instructional materials will be against existing standards (2017). If materials are also aligned to the NGSS, it is acceptable to include that information in the response to the RFP.
5. Can you tell me how many log-ins you will need for on-line resources? Student logins will need to match the student numbers and teacher logins to the match the teacher numbers. Log-ins needed for the adoption review? 10 log-ins.

# Exhibit C



September 14, 2017

Ms. Kari Burge, Senior Procurement Agent  
Poudre School District R-1  
1502 South Timberline Road  
Fort Collins, CO 80524

Dear Ms. Burge:

Houghton Mifflin Harcourt (HMH) is pleased to present our recommendation in response to Poudre School District's Request for Proposal (RFP) 18-630-001 for Chemistry and AP Chemistry Curriculum with Instructional Materials and Services. We look forward to exceeding your expectations by providing you with a chemistry curriculum and professional development services that escalate levels of student achievement and educator expertise.

Based on the expectations set forth in the RFP, HMH proposes *HMH Modern Chemistry* © 2017 for use in the District's general Chemistry course. The program aligns with the District's vision of supporting and inspiring every student to think, to learn, to care, and to graduate prepared to be successful in a changing world. This latest version of the *HMH Modern Chemistry* program engages all students in active learning experiences that exercise scientific thinking skills, cultivate deep conceptual understanding, promote awareness of Science, Technology, Engineering and Math (STEM) in our world, spark interest in STEM-based professions, and thoroughly prepare students for success in college, careers, and life.

*HMH Modern Chemistry* is aligned to Colorado's standards, and correlations to the current Colorado Academic Standards for Science are included in this submission. HMH will provide you with updated correlations when the State publishes the new science standards in 2018. Along with coverage of the Colorado standards, the program also integrates three-dimensional learning experiences shaped by the national Next Generation Science Standards (NGSS). Correlations to the NGSS are included in this submission, and they are also available in the program's texts and online resources.

This comprehensive core science program engages high school students with an accessible narrative, contemporary visuals, knowledge-boosting multimedia resources, and interesting labs. With inquiry, critical thinking, and problem-solving as its framework, *HMH Modern Chemistry* raises levels of engagement and interest through an interactive HTML5-formatted text and a mixture of hands-on and virtual learning experiences. The program takes STEM-based learning experiences to new levels with lively simulations and animations, *Google® Expeditions* virtual reality field trips, *On the Job* STEM-career-based videos, and *Thing Explainer* comic strips by *New York Times* bestselling author and the creator of *xkcd* webcomics Randall Munroe.

The *HMH Modern Chemistry* program includes superior levels of reading, vocabulary, and problem-solving support so all learners, including students working below, on, and above grade level and English learners, can have meaningful and successful connections with the core content. With *HMH Modern Chemistry*, students discover they can take an active role in learning science and have fun doing it!

HMH pairs this exceptional program with highly integrated professional learning services that give both novice and seasoned educators expertise in the program itself, the contemporary technology components, and in the research-proven best practices of modern science instruction. The full spectrum of professional learning and support offerings equip teachers with the tools to convert theory into practices that can be immediately integrated into their own classrooms. With in-person training, web-based training, needs-based seminars, and personalized coaching options, educators get the hands-on experience and knowledge that will boost Poudre School District's return on investment.

Poudre School District can rely on the strength of HMH's rich history of serving educators and students since 1832. With our extensive collection of expertly designed programs, resources, and services, we have the power to create and implement needs-based solutions that change people's lives by fostering passionate, curious learners.

We look forward to a strong partnership with Poudre School District, and we are committed to providing you with the curriculum, materials, and services that build critical knowledge and prepare students for college, career, and life. Should you have any questions about this response, need additional information, or want to provide feedback, please contact Account Executive Rebecca Osburn at 303.507.7643 or at [rebecca.osburn@hmhco.com](mailto:rebecca.osburn@hmhco.com) or Director of Sales Mike Lewis at 303.250.7279 or at [mike.lewis@hmhco.com](mailto:mike.lewis@hmhco.com).

As a corporate assistant secretary, I have the authority to bind Houghton Mifflin Harcourt to the terms and conditions of this RFP.

We look forward to a favorable reply.

Sincerely,



Shawn Weirather  
Senior Director, HMH Business Desk



# **Poudre School District R-1**

## **RFP #18-630-001 Chemistry and AP Chemistry Curriculum with Instructional Materials and Services**

**Proposal Due Date: 2:00 p.m., September 19, 2017**

### **Houghton Mifflin Harcourt Publishing Company**

**One Pierce Place, Suite 900W  
Itasca, Illinois 60143**

**Corporate Headquarters:  
125 High Street  
Boston, Massachusetts 02110**

**Rebecca Osburn  
Account Executive**

**Phone: 303.507.7643 • Email: [Rebecca.Osburn@hmc.co](mailto:Rebecca.Osburn@hmc.co)**

**September 14, 2017**

#### **National Sample Box:**

*HMH High School Science Options Brochure  
HMH Chemistry © 2017 Cliff Notes  
HMH National Setup Instruction Flyer  
HMH Chemistry © 2017 Post-It Preview Pad  
HMH Chemistry © 2017 QR Code Post-It Preview Pad  
HMH High School Science © 2017 What's New Flyer  
HMH Modern Chemistry © 2017 Reviewers Brochure  
HMH Modern Chemistry © 2017 Preview Flyer  
HMH Modern Chemistry © 2017 Engineering Guide  
HMH Modern Chemistry © 2017 IAR  
HMH Modern Chemistry © 2017 Perfect Expectations Guide  
HMH Modern Chemistry © 2017 Student Edition  
HMH Modern Chemistry © 2017 Teacher Edition  
HMH NGSS © 2018 National Bookmark  
HMH Science © 2017 On The Job Videos Flyer*

#### **Presentation Pack Samples:**

*HMH Modern Chemistry © 2017 Student Edition  
HMH Modern Chemistry © 2017 Teacher Edition  
HMH Science © 2017 On The Job Videos Flyer  
HMH High School Science © 2017 What's New Flyer  
HMH Modern Chemistry © 2017 Preview Flyer  
HMH Modern Chemistry © 2017 Reviewers Brochure  
HMH High School Science Options Brochure*

---

## Table of Contents

### Cover Letter

Title Page .....	1-1
Table of Contents .....	2-1
Letter of Transmittal .....	3-1
Proposer's Approach .....	4-1
Cost Component .....	5-1
Proposal Certification Form .....	6-1

### Appendices

Appendix A: References

Appendix B: Correlation of *HMH Modern Chemistry* to the Next Generation  
Science Standards

Appendix C: *HMH Modern Chemistry* ©2017 correlated to the Colorado Academic  
Standards in Science: High School Physical Science





## TRANSMITTAL LETTER

Briefly state the proposers understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.

Houghton Mifflin Harcourt understands that through the efforts of this Request for Proposal, 18-630-001, Poudre School District R-1 (The "District") is seeking a vendor to supply the District's 648 High School Students with Chemistry and AP Chemistry classes, and for related professional development and technology support for the District's 12 High School Teachers. The District wishes to begin using the curriculum, materials and services in the fall semester of 2018 for a 10-year period, in accordance with its current curriculum adoption cycle.

Beginning with this response deadline due on September 19, 2017 at 2:00 pm, Houghton Mifflin Harcourt can easily and seamlessly meet the Proposal Presentation deadline in December 2017 and the ultimate program delivery deadline of June 2018.

HMH will support the District's general chemistry course requirements with *HMH Modern Chemistry* © 2017. This comprehensive core science program engages high school students with an accessible narrative, contemporary visuals, and knowledge-boosting multimedia resources. With inquiry, critical thinking, and problem-solving as its framework, the program raises levels of engagement and interest through an interactive HTML5-formatted text and a mixture of hands-on and virtual learning experiences. This program takes STEM-based learning experiences to new levels with lively simulations and animations, *Google® Expeditions* virtual reality field trips, *On the Job* STEM-career-based videos, and *Thing Explainer* comic strips by *New York Times* bestselling author and the creator of xkcd webcomics Randall Munroe. This program has been detailed in our response to the Proposer's Approach Section.

Briefly provide your company's background and financial information.

Houghton Mifflin Harcourt is a global learning company, specializing in world-class content, services and cutting-edge technology solutions across multiple media. Based in more than 20 locations throughout the U.S. and worldwide, we are nearly 4,000 employees strong, dedicated to lifelong learning—anytime, anywhere.

We serve people with a passion for learning, specifically students, educators, parents and





lifelong learners. Our goal is to be a partner throughout the learning journey, inspiring curiosity through rich, engaging content and experiences—whether it's in the classroom, in the home, or on the move. To do this successfully, we focus on the following:

- **Early Learning:** we recognize the critical and foundational importance of early learning, so we are expanding and enriching our early childhood offerings for both the home and the classroom.
- **K-12:** HMH enables learning in today's changing landscape by focusing on dynamic and effective content, services, and technology solutions for students and teachers.
- **Beyond the Classroom:** We're leveraging the depth of our educational expertise and our renowned characters, authors, and brands to deliver engaging and entertaining educational content for learning at home, as well as literature and reference titles for lifelong learners.

Houghton Mifflin Harcourt has the financial stability and corporate resources to implement and fully support customers' large-scale educational programs and projects. With nearly \$1.375 billion in annual revenue, HMH is a leading provider of educational content in the United States. A copy of our most recent financial report, [\*Houghton Mifflin Harcourt 2016 Annual Report\*](#), includes comprehensive financial statements for the past three fiscal years. More detailed information about Houghton Mifflin Harcourt has been provided in the Proposer's Approach Section.

State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

The District's contact for information regarding this proposal is Rebecca Osburn, Account Executive. Ms. Osburn is a field employee and can be reached at 303.507.7643. The District may also contact Mike Lewis, Area Sales Director, who is also a field employee. Mike can be reached at 720.473.7447.

As Houghton Mifflin Harcourt's Corporate Assistant Secretary and Senior Director, Business Desk, Mr. Shawn Weirather has the authority to bind HMH to the terms and conditions of this RFP. Mr. Weirather is located at One Pierce Place, Itasca, Illinois 60143, and can be reached at 1.800.767.8420.





## PROPOSER'S APPROACH

### Scope of Work

As set forth in more detail below, the District is requesting from each vendor in response to this RFP: (a) a written proposal for a high school Chemistry and AP Chemistry curriculum with instructional materials and services; (b) written vendor profile and references; and (c) sample materials and access to online services associated with vendor's curriculum, which will be reviewed by District staff during the proposal consideration period.

#### 3.1 Vendor proposals shall include the following:

##### 3.1.1 A description of the Chemistry and AP Chemistry instructional materials for use by students and teachers, including student editions and teacher editions.

*HMH Modern Chemistry* © 2017 is a comprehensive core science program, appropriate for use in District's general chemistry course, that engages high school students with an accessible narrative, contemporary visuals, and knowledge-boosting multimedia resources. With inquiry, critical thinking, and problem-solving as its framework, *HMH Modern Chemistry* raises levels of engagement and interest through an interactive HTML5-formatted text and a mixture of hands-on and virtual learning experiences. *HMH Modern Chemistry* takes STEM-based learning experiences to new levels with lively simulations and animations, *Google® Expeditions* virtual reality field trips, *On the Job* STEM-career-based videos, and *Thing Explainer* comic strips by *New York Times* bestselling author and the creator of xkcd webcomics Randall Munroe. With *HMH Modern Chemistry*, students discover they can take an active role in learning science and have fun doing it!

The content of the *HMH Modern Chemistry* program delivers superior coverage of the standards and presents inquiry-based learning experiences that spark curiosity and actively engage students in the excitement of Science, Technology, Engineering, and Math (STEM). Throughout every lesson, features like *Think Science* promote high-level scientific thinking and develop students' abilities to think like and observe the world as scientists. Components such as *STEM: Why It Matters* videos and articles let students know why the content is important and how it connects to the real world. The program's labs put students at the center of the action and strengthen their conceptual understanding through hands-on and virtual investigations.





Students' critical-thinking and problem-solving skills are continuously exercised in the *HMH Modern Chemistry* program.

With components such as the *Engineering Design Guide* and the *Performance Expectations Guide*, students actively engage in the three-dimensional learning and the engineering design process. Integration of the three dimensions is especially evident in the labs component. Along with the program's suite of traditional hands-on labs, students can experience labs that they may not be able to under normal classroom conditions due to the expense, the type of equipment needed, space limitations, or the difficulty in acquiring materials. The *HMH Modern Chemistry* program's *Virtual Labs* give students a state-of-the art virtual lab experience without any need for materials, set-up, or advance planning. Students can play and replay the *Virtual Labs*, simulations, and animations at their own pace to enhance their comprehension. All of the program's labs are organized by chapter, available online, and editable.

Students develop enhanced conceptual understanding through the *HMH Modern Chemistry* program's multiple representations of the content. Students connect to the captivating narrative that capitalizes on real-world scenarios, while vibrant visuals and interactivities like *Animated Chemistry*, *Teaching Visuals*, *PhET Simulations*, and *Why It Matters* videos bring concepts to life. Each chapter also includes an *Interactive Concept Map* that helps students gather and organize information in ways that show connections among the concepts.

The *HMH Modern Chemistry* program includes superior levels of reading, vocabulary, and problem-solving support so all learners can have meaningful and successful connections with the core content. In the Teacher Edition, *Differentiated Instruction* call-out boxes (Struggling Learners/RTI, English Language Learners, and Advanced/Pre-AP) offer research-based, lesson-specific strategies, activities, and resource recommendations.

### 3.1.2 ISBN numbers (where applicable).

ISBN numbers have been provided in the Cost Component section.

### 3.1.3 Provide price for the District's initial purchase of Chemistry and AP Chemistry instructional materials for 850 students and 18 teachers.

All pricing has been provided in the Cost Component section as instructed.



3.1.4 Provide price for subsequent purchases of Chemistry and AP Chemistry instructional materials to accommodate increases in student enrollment during the 10-year period the District plans to use the materials

All pricing has been provided in the Cost Component section as instructed.

3.1.5 A description of the Chemistry and AP Chemistry technology and online resources for use by students and teachers.

Along with high-quality, easy portability, and durable print materials, the *HMH Modern Chemistry* program includes technology that enriches students' learning and enhances teacher instruction. HMH's online platform provides one convenient, user friendly location for access to all teacher and student texts, resources, materials, and tools. Teacher components include online lesson planning, scoring, and reporting capabilities.

### ***HMH Modern Chemistry Student Editions***

- Print Student Edition: The *HMH Modern Chemistry* Student Edition is well-organized, visually appealing, and easily portable. This hardcover textbook has a reader-friendly layout that includes manageable chunks of text, vibrant images that directly connect to the lesson content and helpful headings.
- Online Interactive Student Edition (HTML5): HMH's web-based platform houses the online interactive Student Edition, which includes embedded videos, tech-enhanced inputs for responses, a natural-voice text reader, an interactive table of contents, and numerous embedded lesson-specific materials and multimedia features that can be launched directly from the lesson pages. Tools for note-taking, highlighting, annotating, and bookmarking are built into the online interactive textbook. We invite you to click on <https://hnhco.box.com/v/HMHHSSci17Walk> and review the Digital Walkthrough brochure for the program.
- Student Edition on the *HMH eTextbooks App* (EPUB3): An offline-ready version of the Student Edition is available from the *HMH eTextbooks App*. These digital versions of the print textbooks deliver increased portability and embedded interactive features for use on desktops, laptops, Chromebooks®, and Apple® and Android® tablets.





The Student Books and Teacher Editions from the *HMH eTextbooks App* include links to resources at point-of-use and digital note-taking, highlighting, and annotation tools.

Additional information about the *HMH eTextbooks App* is at

<http://www.hmhco.com/classroom/classroom-solutions/digital-and-mobile-learning/hmh-etextbooks>.

- Student Edition in downloadable PDFs: Downloadable PDFs of the print version of the *HMH Modern Chemistry* Student Edition is available on HMH's online platform. They can be downloaded to any compatible device for offline use.

## ***HMH Modern Chemistry Teacher Editions***

- Print Teacher Edition: The *HMH Modern Chemistry* Teacher Edition is a full-color, well-organized, and easily portable text that provides high-quality instructional support, robust differentiation, strategies and activities for all levels and styles of learners, and structured support for labs.
- Online Interactive Teacher Edition (HTML5): The *HMH Modern Chemistry* Teacher Edition is packed with a wide variety of strategies to help all students master chemistry concepts. Instructional notes frame a copy of the student page. Robust support for differentiation is provided, and there are remediation, intervention, extension, and ELL options in every lesson. The Teacher Edition also includes *Teach from Visuals*; *Teach from Tables*; *Teaching Tips*; *Demonstrations*; *Problem-Solving*; *Classroom Discussion*; *Take It Further*; *Reading Toolkit*; *Addressing Misconceptions*; and *Assess and Reteach*.
- Teacher Edition in downloadable PDFs: Downloadable PDFs of the print version of the *HMH Modern Chemistry* Teacher Edition are available from HMH's online platform. They can be downloaded to any compatible device for offline use.

## ***Common Cartridge***

- The *HMH Modern Chemistry* program is also available in the IMS Global Common Cartridge Standard. This offering combines the high-quality curriculum with the IMS interoperability standards to deliver digital content that can be accessed in an IMS-conformant Learning Management System (LMS). The content in Common Cartridge consists of digital components such as the online textbooks and resources.



It is all packaged for maximum flexibility to allow for individualization that meets the needs of all students. Houghton Mifflin Harcourt's Common Cartridge delivers the quality, consistency, reliability, and flexibility that optimize students' digital learning experience. Information about Common Cartridge is available at <http://www.hmhco.com/classroom/classroom-solutions/digital-and-mobile-learning/common-cartridge>.

## ***Hands-On & Virtual Leveled Student Labs***

- *QuickLabs* (Word, PDF) allow students to encounter key concepts in the classroom.
- *Standard Labs* (Word, PDF) focus on experimental skills and application of chapter concepts through the use of the scientific method.
- *Open Inquiry Labs* (Word, PDF) require students to drive the lab activity, making decisions about topics to research and their research processes and methods.
- *STEM Labs* (Word, PDF) are engaging online labs designed specifically to bring the application of STEM into the classroom. These project-based labs incorporate team inquiry methodologies, emphasize the Engineering Design Process, and promote multimodal learning.
- *Core Skill Labs* (Word, PDF) give students the chance to practice hands-on skills and techniques.
- *Probeware Labs* (Word, PDF) integrate electronic data-collection technology into exciting activities that enhance hands-on chemistry.
- *Forensics Labs* (Word, PDF) give students the chance to investigate practical applications of science, such as crime scene analysis.
- *Challenge Labs* (Word, PDF) let students extend their understanding and lab expertise with advanced techniques, equipment, and content.
- *Virtual Labs* deliver multimedia representations of laboratory investigations and experiments that typically could not be performed in a school lab setting or require equipment and materials that are often expensive or difficult to acquire. The *Virtual Labs* allow students to hone their lab skills in a highly interactive and safe virtual environment.





## Teacher Materials for Labs

- *Labs with Teacher Notes* (Word, PDF): The *Labs with Teacher Notes* resource contains editable versions of the student labs along with focused instructional guidance. The *Teacher Notes* list the time required, planning, materials, tips and tricks, checkpoints, answers, and more. The program's labs are referenced on the *Instruction and Intervention* pages of the Teacher Edition.
- *Laboratory Manager's Professional Reference* (PDF): This 150-page resource provides valuable guidelines and suggestions for managing student labs.
- *Classroom Management Resources* (PDF): These useful resources eliminate the need to search through the Internet and stacks of resource books. *Classroom Management Resources* deliver a collection of useful teacher and student pieces that are instantly available and in one place.
  - *Lab Safety*
  - *Safety in the Field*
  - *Safety Symbols*
  - *Microbes*
  - *Lab Report*
  - *Presentation Rubric*
  - *Writing Rubric*
  - *Research Paper Resource*
  - *Lab Techniques*
  - *Safety First!*
  - *Safety Quiz*
  - *Make-Up Work*
  - *Portfolio*
  - *Progress Chart*
  - *Progress Evaluation*
  - *Progress Report*
  - *Safety Contract*
  - *Safety in the Lab*
  - *Materials Request*
  - *Science Fair Guide*
  - *Family Science Night Article*
  - *Science Fair Guide for Families*

## Animations, Simulations, & Videos

- *Google Expeditions* (VR/HTML and Javascript coding): In partnership with Google, HMH brings you *Google Expeditions* virtual reality field trips for *HMH Modern Chemistry*. *Google Expeditions* immerse students in captivating 3D, 360-degree panoramic explorations that directly connect to what they are learning in the curriculum. With *Google Expeditions* virtual reality field trips and connected curricular resources, students are taken to various places in the real world through a simple Google viewer and a mobile phone. Students actively engage in immersive virtual journeys to locations like Big Cypress National Preserve, Kennedy Space Center, the Florida Everglades, the Saturn V Rocket at NASA, and the Orange Blossom Cannonball Train.



Teachers guide students through each inquiry-based virtual reality field trip by using a tablet, the *Google Expeditions App*, and the *HMH Modern Chemistry-Google Expeditions Teacher's Guide* with lessons and resources that directly connect to the content in your specific HMH science program. The Google Expeditions App is available for iPhones and Android-powered phones.

- *Animated Chemistry* (HTML5): This online resource provides nearly 100 animations and simulations that bring chemistry concepts and principles to life. Each *Animated Chemistry* simulation-based learning experience includes three parts: an overview of the concept, and interactive simulation, and an assessment.
- *PhET Simulations* (HTML5): These are online interactive science simulations produced under Creative Commons licensing by the University of Colorado at Boulder. They engage students in fun, interactive, research-based learning experiences based on real-life phenomena.
- *On the Job* STEM videos (HTML5, mp4): The *On the Job* videos bring the reality of STEM-based careers and professional tasks into the classroom. Each 4- to 5-minute episode (29 episodes in all) of *On the Job* follows real professionals in growing fields of science, technology, engineering, and math at some of the most exciting companies in the country. Aspiring artists can check out a day in the life of a graphic designer at Google. Sports fanatics can team up with a sports statistician at ESPN. Stargazers can explore how a NASA planetary scientist is helping plan a trip to Mars. The *On the Job* videos help students make connections to the content and spark interest in science studies and careers.
- *Learn It!* tutorials (HTML5, mp4): In the program's *Learn It!* tutorial videos, master chemistry tutors guide students through challenging chemistry problems that model problems in the textbook.
- *Why It Matters* videos (HTML5, mp4): These videos engage students by making real-world connections to classroom content. The 17 videos introduce new chapters and hook students into the new topic of study. Each video is designed to take the content of the chapter and relate it to everyday objects and scenarios that are familiar to students.





---

## Reading & Comprehension Supports

- *Interactive Reader* (print consumable and digital PDF): The *Interactive Reader* work text delivers the vocabulary and essential lesson content with text that is written at two grade levels below the core texts. The print and digital *Interactive Reader* also includes scaffolded *Skill Builder* pages and graphic organizers. This popular component helps students who read below grade level, and it doubles as a quick review guide for on-level and advanced students. The programs also include *Interactive Reader Audio*. An *Interactive Reader Teacher's Guide* is included.
- *Interactive Concept Maps* (HTML5): Included in each chapter, the Interactive Concept Maps strengthen students' learning through the use of advanced organizers. These interactive graphic organizers show relationships among the concepts covered while developing students' logical thinking and study skills.
- *PuzzlePro* helps students learn chapter-specific vocabulary through fun games like Crossword, Word Search, Jumble, and Cryptogram.

## Activity Guides – Student & Teacher Editions

- *Performance Expectations Guide* (PDF): This guide includes resources and activities that align to each of the NGSS Performance Expectations, along with tips for integrating the activities into the classroom. *HMH Modern Chemistry* includes the *Performance Expectations Guide* for students and the *Performance Expectations Guide Teacher Edition*.
- *Engineering Design Guide* (PDF): This resource includes unique activities, an overview of the engineering design process, and checklists that bolster students' critical-thinking and problem-solving skills. The *Engineering Design Guide* offers chemistry-specific strategies for integrating EDP-based activities in everyday instruction. *HMH Modern Chemistry* includes the *Engineering Design Guide* for students and the *Engineering Design Guide Teacher Edition*.



## Student Resources & Tools

- PDFs on the platform: *HMH Modern Chemistry* includes PDF versions of activities and worksheets, such as the *Reinforcement Worksheets by Section* and *Study Guide Worksheets* by chapter and section.
- *Interactive Review Games* (HTML5): These fun and motivating games encourage students to study and review chapter content.
- *CliffsNotes Chemistry Quick Review* (print): Available with a Premium package purchase, these study guides reinforce core concepts in an easy-to-use format.
- *Student Toolkit* (PDFs and an HTML5 calculator): The *Student Toolkit* contains many useful resources.
  - Downloadable PDF graphic organizers and *FoldNotes* interactive note-taking resources boost focus and comprehension.
  - Downloadable PDF versions of the *Science Fair Guide for Students*, *Science Fair Guide for Parents*, and the *Writing a Lab Report* resource provide models and guidance.
  - The *Scientific Reasoning Skill Builder* provides over 100 exercises that strengthen students' scientific reasoning skills. The science topics in these exercises are related to, but independent of, any curriculum. Sample topics include classifying and categorizing, cause-and-effect, relationships, hypotheses, generalizations and analogies, and summarizing and reviewing. A Teacher Answer Key is included.
  - The *Student Toolkit* includes a digital, downloadable full-color Periodic Table.
  - An Online Scientific Calculator and Graphing Calculator (HTML5) are conveniently located in the *Student Toolkit*.
- *HMH Modern Chemistry Games App*, available from the Apple App store, challenges students to max out their score in the game and on their next high school chemistry test. Students can keep improving their best score until they have mastered all the content and can post their score on Apple's Game Center leaderboard to compare with other students.



---

## Math-Focused Materials & Resources

- *Smart Grapher* (HTML5): The *Smart Grapher* is a powerful, easy-to-use online graphing tool that encourages students to use their own data to create line graphs, circle graphs, and more. *Smart Grapher Activities* are included.
- *Sample Problem Sets I & II* (Word, PDF): These are editable skills worksheets that offer problem-solving strategies and meaningful application opportunities. There is an extensive bank of student practice problems for every type of problem in the textbook. Answer keys are included.
- *Solve It! Cards* (PDF): The program's downloadable and printable *Solve It! Cards* help students master the core problem-solving strategies. These cards are tied to specific categories of sample problems from the Student Edition.
- The *Solution Tutor* (HTML5): This helpful resource gives students step-by-step support for key problems in lessons. The *Solution Tutor* sharpens students' problem-solving skills through immediate feedback, helpful hints, and targeted remediation.
- *Textbook Solutions* (PDF): This teacher resource provides worked-out, step-by-step solutions to all the problems in the textbook.
- *Interactive Demonstrations* (HTML5): This multimedia feature shows students problem-solving techniques in action and given them extra practice. An *Interactive Demonstration* is given for each sample problem in the textbook, and it includes full audio support. The *Try It Yourself* activity helps students apply what was learned in the *Interactive Demonstration*.

## Web-Based Resources for Research & Extended Learning

- *WebLinks* (HTML5): These hand-selected resource links save endless hours of research by bringing the best of the Internet to the classroom. The resources extend and enrich each chapter's content and support instruction.
- *People and Careers in Science & Engineering* (HTML5): HMH's *People and Careers in Science & Engineering* microsite delivers audio-enhanced leveled articles about real STEM professionals of the past and present and STEM-related professions.





### Teacher Presentation Tools

- *Interactive Whiteboard Resources*: These ready-made resources promote active participation and multisensory learning. Key teaching visuals from each chapter have been adapted specifically for interactive whiteboard use. The Interactive Whiteboard Resources are in SMART Notebook and ActivInspire Flipchart formats.
- *PowerPresentations* (PPT): These pre-built native PowerPoint files offer a valuable resource of engaging multimedia presentations that cover the core material of each chapter, saving valuable preparation time. Standardized Test Prep PowerPresentations are also included. Two versions for every chapter are available: Outline Style and Inquiry-Based. Outline Style presentations are standard presentations, while the Inquiry-Based presentations are designed to be more student-driven.
- *Teaching Visuals* (PDF): These digital versions of key illustrations and diagrams are ideal for whole-class instruction.

### Teaching Strategies Resources

- *Teacher Toolkit* (PDF): This collection of more than 200 lesson resources and tools promote high-quality instruction and enhance student performance.
  - The *Teacher Toolkit* contains a compilation of differentiation strategies.
  - Multiple resources in PDF format build the various skills needed for success in science: *Process and Inquiry Skills*, *Reading and Note-Taking Skills*, *Vocabulary Strategies*, *Presenting and Analyzing Data*, *Writing in the Sciences*, and *Teaching with Technology*.
- *Teaching Strategies* (PDF): The online *Teaching Strategies* resource delivers chapter-specific guidance for Activating Prior Knowledge, Alternative Assessment, Demonstrations, Differentiated Instruction, Misconception Alerts, and Teaching Tips and Applications. Select strategies have been extracted from the Teacher Edition for this PDF-formatted digital resource, so teachers can utilize them with or without the textbook.



### Teacher Planning Tools

- Lesson planning tool (HTML5): The time-saving lesson planning tool on HMH's online platform offers teachers a robust, intuitive, and flexible planning experience. The tool has been designed for ease of use, and teachers can quickly compose their daily schedules with options for recurring daily or block schedules. The lesson planning tool synchronizes with all HMH programs that a teacher may use, serving as a one-stop scheduling tool for all lessons, resources, assignments, and assessments. Teachers can search for, choose, and schedule lessons and resources from one tool with just a few clicks. An incredibly convenient auto-schedule function allows the system to automatically populate the schedule for specific date ranges or for the entire year.
- *Trace Tool* (HTML5): This online tool supports teachers transitioning to the Next Generation State Standards (NGSS) by giving a clear and concise view of the Next Generation Science Standards covered in *HMH Modern Chemistry*. The full-text standards and Performance Expectations appear along with the Disciplinary Core Ideas (DCIs), Crosscutting Concepts (CCCs), and Science and Engineering Practices (SEPs) categories. Each DCI, SEP, and CCC page lists live links to the correlated digital Student Edition and Teacher Edition pages. Not only does the *Trace Tool* deliver these page-specific correlations to the standards, it also allows teachers to quickly and easily launch *HMH Modern Chemistry* materials directly from the tool. An overview for the scope of the standards addressed over the entire school year is also available from the *Trace Tool*.

### Online Assessment System

- *ExamView Assessment Suite* (HTML5): With *ExamView Assessment Suite*, teachers are able to access pre-made assessments, create their own assessments from the robust test bank, and make edits and customizations to any assessment. Assessments may be customized in a number of ways, such as reducing the number of test items, making linguistic accommodations, or recasting test items so that they are more strongly connected to students' experiences and familiarities. Teachers are able to view the complexity level for the items on pre-loaded tests and test bank items. Teachers can schedule and administer the assessments online, and students can take the assessments online or in print. *ExamView* includes online scoring capabilities.





Teachers can run reports with a variety of filters for progress monitoring for classes and individuals. The *ExamView Assessment Suite* increases the ease of planning, administering, scoring, and reporting.

- *Online Assessment with Remediation* (HTML5): The *HMH Modern Chemistry* program includes *Online Assessment with Remediation*, which allows teachers to easily assign *Section Quizzes* and *Chapter Tests*. The system can automatically score responses, and performance data are recorded for the teacher. Automated remediation and reassessment are provided for *Section Quizzes*.
- *Assessment Guide* (PDF and print): The *Assessment Guide* includes *Section Quizzes*, *Leveled Chapter Tests*, *Alternative Assessments*, and more. It also includes answers and explanations of answers, scoring rubrics, a bubble answer sheet, and suggestions for assessing progress using performance, portfolio, and other forms of integrated assessment.

3.1.6 Provide price for District's initial purchase of Chemistry and AP Chemistry technology and online resources for use by students and teachers.

All pricing has been provided in the Cost Component section as instructed.

3.1.7 Provide price for subsequent purchases of Chemistry and AP Chemistry technology and online resources for use by students and teachers to accommodate increases in student enrollment throughout the 10-year period the District plans to use the services.

All pricing has been provided in the Cost Component section as instructed.

3.1.8 A description of all training, resources and professional learning opportunities available to the District and its teachers to support the Chemistry and AP Chemistry curriculum implementation and use of related instructional materials, technology and online resources during the 10-year period the District plans to use them.

## Professional Learning Summary of Services

As your educational partner, we want to ensure your *HMH Modern Chemistry* program delivers optimal student results in Poudre School District R-1. Research spanning the past several decades repeatedly shows that teachers who engage in professional learning increase their



students' achievement significantly. HMH has spent years listening and working side-by-side with Poudre School District. Through the implementation of HMH programs, we are familiar with what drives success and creates results within the district.

## ***Project Management***

We understand that professional development is not just a plan, but also a demonstration of customer service. To manage and organize the scope of this implementation, a Manager of Professional Services will work closely with the District leadership to coordinate and schedule trainings, establish selection criteria, and collaborate to create a comprehensive district plan of implementation and ongoing progress-monitoring that clearly communicates district expectations and nonnegotiable issues.

### **Initial Implementation Launch**

#### **(Included with initial purchase)**

To ensure teachers have the knowledge to begin implementing their new HMH program, professional learning is provided with purchase. We understand that the District schools need choices regarding delivery options. HMH Professional Services offers a variety of delivery methods for this initial program learning and supports co-teaching models.

### ***Getting Started with HMH Modern Chemistry © 2017***

In this professional learning session participants will explore the *HMH Modern Chemistry* program materials, examine the essentials and instructional routines that are key to implementing the program, and participate in model lessons.

Learning Outcomes:

- Enrich daily instruction by applying knowledge of *HMH Modern Chemistry* program organization and pedagogy
- Support differentiation, assessment and effective whole and small group instruction using the HMH program resources and instructional tools
- Enhance instructional delivery and student learning using HMH technology





**Audience:** Teachers, Coaches, and Administrators

**Delivery:** In-person, Webinar

**Time:** Half or Full Day

3.1.9 Provide price for training, resources and professional learning opportunities referenced in section 3.1 .8 of this AFP.

Please note the *Getting Started* courses described in our response to the previous question are included with purchase.

3.1.10 Statement as to whether vendor intends to use one or more subcontractors or third parties in connection with its provision of materials and/or services included in its response to this RFP. For each such subcontractor and third party, vendor shall: (a) provide its name, address, telephone number and email address; and (b) describe the work it will perform.

Houghton Mifflin Harcourt will not use subcontractors to deliver any of the products or services associated with this response.

3.2 Vendor proposals shall include the following information:

3.2.1 Full legal name of business as it appears on IRS Form W-9, as well as any other names under which vendor does business.

Houghton Mifflin Harcourt Publishing Company

3.2.2 A description of vendor's business and organization, including: (a) products and services offered; (b) address of headquarters and location of branch offices; (c) number of employees; and (d) number of years vendor has been in business.

(a) Houghton Mifflin Harcourt is a global learning company dedicated to changing people's lives by fostering passionate, curious learners. As a leading provider of Pre-K–12 education content, services, and cutting-edge technology solutions across a variety of media, HMH creates engaging and effective educational content and experiences from early childhood to beyond the classroom. HMH serves more than 50 million students in over 150 countries worldwide across three key focus areas:





## K-12

HMH is a leading provider of K-12 educational curriculum and holds the number one position in math, reading, and intervention solutions in the U.S. as well as a 40% overall market share in the addressable domestic education market.

### Content

HMH believes that pedagogically sound, high-quality learning content, paired with dedicated teaching, is a driving force behind student growth. We invest millions of dollars per year on research that informs our content development, pulling in insights from more than 10,000 education and technology professionals. The [HMH Content Manifesto](#) demonstrates a clear commitment and articulation of our vision for quality content, why it matters, and what makes it effective.

We are the leading content provider for English language arts and math instruction and our core curriculum products include *Collections*, *Journeys*, *ScienceFusion*<sup>®</sup>, and *GO Math!*<sup>®</sup>. We also offer renowned assessment tools like the *Iowa Assessments*<sup>™</sup> and *Woodcock-Johnson*<sup>®</sup> IV and daily news program *Channel One News*<sup>®</sup>.

Our proven-effective intervention solutions include *READ 180*<sup>®</sup>, *MATH 180*<sup>®</sup>, and *System 44*<sup>®</sup>, which support educators with a comprehensive system of curriculum, instruction, and professional development while providing students with personalized rigorous instruction for college, career, and beyond.

### Services

*HMH Professional Services* partners with school districts and educators, families and students to address the challenges and opportunities presented by the rapidly evolving K-12 landscape. The team collaborates with these stakeholders to develop solutions tailored to the needs of our customers. *HMH Professional Services*:

- Helps schools and districts initiate and sustain effective curriculum implementation
- Brings best practices and innovative approaches to support school instruction, data use, technology implementation, leadership, and culture
- Provides technical advice, product support, technical staff training, installation, data services, and web-based hosting



## Technology

HMH leads the way when it comes to developing effective technology solutions that meet the needs of teachers and educators. In fact, HMH won a 2017 CODiE Award, which recognizes software, information, and education technology companies for achieving excellence. From our individualized learning products such as *Personal Math Trainer*® and the newly launched *HMH Marketplace* to the *HMH Player app* and *HMH Field Trips for Google Expeditions*, we offer robust, state-of-the-art digital products that are focused solely on increasing learning outcomes.

Our major partnerships with the world's leading technology providers include Apple, Google, Intel®, and Microsoft®.

In addition, we recently launched our new technology platform, "Ed: Your Friend in Learning," on which our new core programs will be hosted moving forward. This platform provides additional value to our new core curriculum products by providing a single, state-of-the-art portal through which customers can experience our content, simplifying and improving the user experience for both students and educators.

## **Early Learning**

HMH recognizes the critical importance of early education at home, in the classroom, and in childcare settings, as well as its far-reaching implications for school and career readiness and lifelong success.

At HMH, we enable effective early learning in today's changing landscape through research-based, individualized content; effective tools and resources for parents and educators; and the thoughtful integration of technology. Grounded in brain science and informed by child biology, educational psychology, and cognitive theory, our content is designed to help children meet key developmental milestones in core learning areas, including executive function, language and literacy, mathematics, science, and creative expression.

HMH Early Learning solutions for the classroom include our core curriculum program, *Big Day for PreK*, supplementary digital solution, *Curiosityville*®, and digital foundational reading program *iRead*®. To promote the home-to-school connection and support parental participation in this essential stage of learning, HMH has also created a suite of engaging tools, apps, and games for the home and on the move. *Curious World* and the *Curious About* series of Curious George®





apps for iOS® both leverage the power of technology to provide engaging, educational, and personalized experiences for our young learners.

In 2016, HMH partnered with Too Small to Fail, the National Head Start Association, and the National Association for Family Child Care to launch STRIVE for 5!, a five-week, hands-on program designed to give early childhood educators instant tools and ideas to improve the quality of early learning environments and promote children's language development.

## ***Beyond the Classroom***

As a leading global learning company, HMH is uniquely positioned to create educational and entertaining content for the home across multiple channels and formats, from mobile apps and web portals to eBooks and paperbacks.

For nearly two centuries, Houghton Mifflin Harcourt Trade Publishing has produced some of the world's most renowned novels, nonfiction, children's books, and reference works. HMH's iconic children's books and characters include Curious George, Carmen Sandiego™, *Gossie and Friends*, *The Little Prince*, *The Little Blue Truck*, *The Lord of the Rings*, and *The Polar Express*, as well as renowned brands such as *The Best American Series*®, *The American Heritage*® and *Webster's New World*™ dictionaries, *Peterson Field Guides*®, and *CliffsNotes*®. Its leading culinary line features *The Whole 30*, *How to Cook Everything*®, *Betty Crocker*®, and *Better Homes and Gardens*®.

In addition to classic depictions of our iconic titles, brands, and characters, HMH is leveraging the depth of its educational expertise to bridge the gap between formal and informal learning environments with new digital destinations such as *Curious World* and *Go Math! Academy* and celebrated apps featuring Curious George and Carmen Sandiego.

HMH's distinguished author list includes J.R.R. Tolkien, Philip Roth, Temple Grandin, Tim O'Brien, Randall Munroe, Amos Oz, and Umberto Eco as well as a celebrated roster of children's authors and illustrators, including Lois Lowry, Chris Van Allsburg, David Wiesner, and Kwame Alexander.

(b) Houghton Mifflin Harcourt maintains major offices in more than 20 locations worldwide. In addition to our Boston headquarters located at 125 High Street, other offices in the US are located in:



- Austin, TX
- Denver, CO
- Evanston, IL
- Geneva, IL
- Indianapolis, IN
- Itasca, IL (2 locations)
- New York, NY (3 locations)
- Orlando, FL
- Portsmouth, NH
- Petaluma, CA
- Portsmouth, NH
- Puerto Rico
- Troy, MO

HMH also maintains offices in Canada, China, Ireland, Singapore, and South Korea.

(c) HMH believes that every successful project must be supported by an outstanding and robust set of resources. Our team of approximately 4,000 professionals possesses a wealth of experience in education and technology, with many holding advanced degrees. Moreover, many of our staff members are former teachers and have extensive experience working in an educational environment. HMH's development, implementation, and support professionals are well-versed in education and in tailoring our processes to best meet the needs of each customer. Our office-based staff is augmented by a nationwide network of consultants, sales representatives, professional development personnel, and regional management. These teams have extensive experience working on-site with a wide range of clients, including state agencies, large school districts, and individual private schools to ensure they are realizing the full potential of our products and tools.

(d) With roots dating back to 1832, Houghton Mifflin Harcourt's history began in Boston, bringing to life the voices of celebrated authors and thinkers such as Henry David Thoreau, Henry





Wadsworth Longfellow, and Virginia Woolf. In 1882, HMM's education division was established with the Riverside Literature Series, placing HMM at the forefront of the emerging education market. Since that time, the education space has undergone enormous transformation with the emergence of technology as a catalyst.

HMM has led the way within this changing landscape by fully integrating its industry-leading education content with technology and services, as well as through a number of strategic acquisitions, most notably the 2007 acquisition of Harcourt from Reed Elsevier and the 2015 acquisition of Scholastic's Educational Technology and Services Group. These acquisitions have assisted in the evolution and expansion of the delivery methods for HMM's growing education content and solutions for early learning, K-12, and beyond the classroom.

**3.2.3 Vendor's website address/Internet URL.**

[www.hmhco.com](http://www.hmhco.com)

**3.2.4 First and last name, telephone number and e-mail address of the employee within vendor's organization designated as the District's primary contact with respect to this RFP and vendor's response thereto.**

Rebecca Osburn, Account Executive – 303.507.7643 – [Rebecca.Osburn@hnhco.com](mailto:Rebecca.Osburn@hnhco.com)

Mike Lewis, Area Sales Director – 720.473.7447 – [Mike.Lewis@hnhco.com](mailto:Mike.Lewis@hnhco.com)

**3.3 Vendor shall provide the following for review by District staff during the proposal consideration period:**

**3.3.1 One English language student edition set of Chemistry and AP Chemistry instructional materials and one English language teacher edition set of Chemistry and AP Chemistry instructional materials.**

HMM will comply with this request.

**3.3.2 Access to online resources and/or software for use by students and teachers in connection with the Chemistry and AP Chemistry instructional materials.**

HMM will comply with this request. Please see details in the Reviewers Brochure.





- 3.3.3** Access to the training, resource and professional learning materials and services that support the Chemistry and AP Chemistry curriculum implementation and use of vendor's related instructional materials, online resources and software.

HMH will comply with this request.

## **4.0 Contract Terms**

- 4.1** Any contract entered into between the District and a vendor selected by the District must cover vendor's provision of the high school Chemistry and AP Chemistry curriculum with instructional materials and services for a 10-year term and include provisions in substantially the form as those set forth below:

- 4.1.1** The District is a public-school District exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issued by the Colorado Department of Revenue is available upon request.

HMH acknowledges and will comply with this provision.

- 4.1.2** All issues regarding the formation, performance and/or enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Any action arising out of or related to the Contract shall be brought in the state District court of Larimer County, Colorado, or in the Federal District court for the District of Colorado.

HMH acknowledges and will comply with this provision.

- 4.1.3** Vendor represents and warrants that the instructional materials and services it provides under the Contract will not infringe on any valid patent, trademark, trade name or copyright, and that it will indemnify, defend and hold harmless the District, members of its Board of Education, and/or its employees and agents from and against any and all claims, losses, liabilities or causes of action, including attorney fees and costs, involving allegations of such infringement on the part of the District, members of its Board of Education, and/or its employees or agents.

HMH acknowledges and is in agreement with this provision.





- 4.1.4 Vendor shall not assign the Contract or any of its rights, interests or obligations under the Contract without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

HMH acknowledges and will comply with this provision.

- 4.1.5 The Contract constitutes the entire agreement of the parties regarding the subject matter addressed therein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

HMH acknowledges and is in agreement with this provision.

- 4.1.6 No amendment or modification of the Contract shall be valid unless set forth in writing and executed by the parties in the same manner and with the same formality as was done for the Contract and signed by authorized representatives of the parties.

HMH acknowledges and is in agreement with this provision.

- 4.1.7 In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of the Contract, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

HMH acknowledges and will comply with this provision.

- 4.2 If the Vendor selected by the District offers an component which collects, maintains or uses student personally identifiable information, as defined in Colorado State Statue §§22-16-103(13), through the use of an internet website, online service, online application or mobile application, they will be required to sign District contract which includes language to meet compliance with Colorado State Statute §§22-16-101 *et seq.* A sample of the contract is attached herein attached as Exhibit A.

HMH technology does not collect, maintain, or use student identification.

- 4.2.1 If selected, the Vendor will be required to provide at a minimum:





4.2.1.1 All data elements and the purpose for collecting the data which are generated, collected, maintained or inferred, that the Vendor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate, in a format understandable to the layperson.

HMH acknowledges and will comply with this provision.

4.2.1.2 All third-party vendors and their purpose, to which the Vendor shares student personally identifiable information, including those who receive data in an encrypted format.

HMH technology does not collect, maintain, or use student identification.

4.2.1.3 Agreement to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in SANS Top 20 Security Controls, National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education.

HMH technology does not collect, maintain, or use student identification.







# Houghton Mifflin Harcourt

**Cost Proposal**

Prepared For

**Poudre School District R-1**

2407 LaPorte Ave  
Fort Collins CO 80521

For the Purchase of:

**HMD MODERN CHEMISTRY 2017**

Common Cartridge Licenses have been discounted to reflect multiple digital courseware  
USE.

Prepared By  
Rebecca Osburn  
rebecca.osburn@hnhco.com

**PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.**



**Houghton Mifflin Harcourt**

Attention:  
Kari Burge  
kburge@psdschools.org

HMH Confidential and Proprietary

Customer Experience  
9205 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hnhco.com

# Poudre School District R-1

## HMD MODERN CHEMISTRY 2017

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
<b><u>Chemistry 2017</u></b>				
<b>Student &amp; Teacher Packages</b>				
1718591	9781328503541 HMH Modern Chemistry Hybrid Student Resource Package 1-YearPrint/10-Year Digital	\$107.20	850	\$91,120.00
1718310	9781328503459 2017 HMH Modern Chemistry Common Cartridge 10-Year Digital *	\$23.00	850	\$19,550.00
1718559	9781328503961 2017 HMH Modern Chemistry Hybrid Teacher Resource Package 1-YearPrint/10-Year Digital	\$285.00	18	\$5,130.00
<b>Total for Student &amp; Teacher Packages</b>			<b>\$115,800.00</b>	
<b>Individual Resources</b>				
1642485	9780544817845 2017 HMH Modern Chemistry Student Edition	\$79.35		
1718229	9781328498892 HMH Modern Chemistry Online Premium Student Edition 10-Year	\$91.30		
1645603	9780544837911 2017 HMH Modern Chemistry Downloadable Student Edition PDF 8 Year	\$59.55		
1652093	9780544888050 HMH Modern Chemistry Engineering Guide Student Edition	\$14.05		
1646419	9780544844803 HMH Modern Chemistry HMH Modern Chemistry Performance Expectation Guide StudentEdition	\$13.80		
1642489	9780544817852 2017 HMH Modern Chemistry Teacher Edition	\$128.95		
1718312	9781328503466 HMH Modern Chemistry Online Premium Teacher Digital Management Center10-Year	\$1,282.45		
1645602	9780544837904 HMH Modern Chemistry Downloadable Teacher Resource Tool 8 Year	\$836.35		
1652095	9780544888074 HMH Modern Chemistry Engineering Guide Teacher Edition	\$21.10		
1646420	9780544844810 HMH Modern Chemistry HMH Modern Chemistry Performance Expectation Guide TeacherEdition	\$20.70		
<b>Total for Individual Resources</b>				
<b><u>Total for Chemistry 2017</u></b>			<b>\$115,800.00</b>	

**Proposal  
Summary**

<b>Subtotal Purchase Amount:</b>	<b>\$115,800.00</b>
<b>Shipping &amp; Handling (5.00%):</b>	<b>\$4,812.50</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$120,612.50</b>

\*Common Cartridge pricing includes a second use discount


**Houghton Mifflin Harcourt**

Attention:  
Kari Burge  
kburge@psdschools.org

HMH Confidential and Proprietary

Customer Experience  
9205 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hmc.com

**Poudre School District R-1**  
**HMD MODERN CHEMISTRY 2017**

**Total Cost of Proposal (PO Amount): \$ 120,612.50**

This is a cost proposal only.

This cost proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

**Date of Proposal: 4/20/2018**

**Proposal Expiration Date:5/25/2018**



**Houghton Mifflin Harcourt**



**Houghton Mifflin Harcourt**

Attention:  
Kari Burge  
kburge@psdschools.org

**HMH Confidential and Proprietary**

Customer Experience  
9205 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hnhco.com

**6.0 PROPOSAL CERTIFICATION FORM****Chemistry and AP Chemistry Curriculum with  
Instructional Materials and Services  
RFP # 18-630-001**

**Response is required in the Purchasing & Materials Management Department by:  
2:00 p.m. MST on September 19, 2017.**

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company's proposal responding to the RFP.
- The company meets or exceeds all the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's proposal is being offered independently of any other vendor and in full compliance with the terms specified in Section 1 and 2 of the RFP.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

**Company Name:** Houghton Mifflin Harcourt Publishing Company

**Signature of Official:** 

**Printed Name:** Shawn Weirather

**Title:** Senior Director, Business Desk

**E-mail address:** hnh.bids@hnhco.com

**Phone number:** 800.767.8420 **Fax number:** 630. 467.6174

**Contact Person:** Rebecca Osburn **Phone number:** 303-507-7643

**Contact Email:** Rebecca.Osburn@hnhco.com

**(If different from Agent)**

**NOTE: Proposals submitted without the manual signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.**

## **APPENDIX A - REFERENCES**

Morgan County School District Re-3	
Contact Name/Title	Dr. Rena Frasco - Assistant Superintendent, Curriculum and Assessment
Address	715 West Platte Avenue – Fort Morgan, CO 80701
Telephone Number	970.370.6113

Morgan County School District Re-3	
Contact Name/Title	Michael O'Toole, Science Coordinator
Address	401 S. Pratt Pkwy, Longmont, CO 80501
Telephone Number	303-682-7232/502-551-3842

Wilcox County School District	
Contact Name/Title	Denise Carter – Math Chair Myra Davis – Testing Director
Address	395 College Street W – Abbeville, GA 31001
Telephone Number	229.365.7231 229.467.2141

Hamilton School District	
Contact Name/Title	Heather Lieberman – Curriculum Supervisor
Address	90 Park Avenue – Hamilton, NJ 08690
Telephone Number	609.631.4100





# Correlation of *HMH Modern Chemistry* to the Next Generation Science Standards

If you are interested in adopting some aspects of the Next Generation Science Standards (NGSS), *HMH Modern Chemistry* can serve those needs. This chart provides correlations for the Student Edition, Teacher Edition, Performance Expectation Guide, Engineering Design Guide, and a selection of labs and other online assets. Correlations are included to the three dimensions of NGSS: Disciplinary Core Ideas (DCI), Crosscutting Concepts (CCC), and Science and Engineering Practices (SEP).

Chapter/Section	DCI/CCC/SEP
<b>Chapter 1 Matter and Change</b>	
1.1 Chemistry Is a Physical Science	
1.2 Matter and Its Properties	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 10–19)
Cross-Disciplinary Connection: Secrets of the Cremona Violins	<b>Engineering Design</b> HS-ETS1-2 Design a Solution to a Complex Real-World Problem (SE/TE p. 19)
1.3 Elements	
<b>Chapter 2 Measurement and Calculations</b>	
2.1 Scientific Method	
Why It Matters: Models in Chemistry	<b>Science and Engineering Practices</b> Developing and Using Models (SE/TE p. 36)
	<b>Crosscutting Concepts</b> Structure and Function (SE/TE p. 36)
2.2 Units of Measurement	
2.3 Using Scientific Measurements	
<b>Chapter 3 Atoms: The Building Blocks of Matter</b>	
3.1 The Atom: From Philosophical Idea to Scientific Theory	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.1 (SE/TE pp. 68–72)
3.2 The Structure of the Atom	<b>Science and Engineering Practices</b> Developing and Using Models (SE/TE pp. 74–78) Patterns (SE/TE pp. 74–78)
3.3 Counting Atoms	
<b>Chapter 4 Arrangement of Electrons in Atoms</b>	
4.1 The Development of a New Atomic Model	<b>Core Idea PS4.B Electromagnetic Radiation</b> HS-PS4.B.3 (SE/TE pp. 97–101)
4.2 The Quantum Model of the Atom	
4.3 Electron Configurations	
<b>Chapter 5 The Periodic Law</b>	
5.1 History of the Periodic Table	
5.2 Electron Configuration and the Periodic Table	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.2 (SE/TE pp. 136–147)
	<b>Science and Engineering Practices</b> Developing and Using Models (SE/TE pp. 136–147)



Chapter/Section	DCI/CCC/SEP
5.3 Electron Configuration and Periodic Properties	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.2 (SE/TE pp. 148–162)  <b>Crosscutting Concepts</b> Patterns (SE/TE pp. 148–162)
<b>Chapter 6 Chemical Bonding</b>	
6.1 Introduction to Chemical Bonding	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 171–173)
6.2 Covalent Bonding and Molecular Compounds	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.4 (SE/TE pp. 174–175)  <b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 174–185)
Why It Matters: Waste to Energy	<b>Science and Engineering Practices</b> Constructing Explanations and Designing Solutions (SE/TE p. 176) Engaging in Argument from Evidence (SE/TE p. 176) Obtaining, Evaluating, and Communicating Information (SE/TE p. 176)  <b>Crosscutting Concepts</b> Energy and Matter (SE/TE p. 176)
6.3 Ionic Bonding and Ionic Compounds	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.3 (SE/TE p. 189)  <b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 186–190)
6.4 Metallic Bonding	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.3 (SE/TE pp. 191–192)  <b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 191–192)
6.5 Molecular Geometry	<b>Core Idea PS1.A Structure and Properties of Matter</b> HS-PS1.A.3 (SE/TE pp. 193–203)  <b>Core Idea PS2.A Forces and Motion</b> HS-PS2.A.2 (SE/TE pp. 196–202)  <b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 193–203)  <b>Science and Engineering Practices</b> Planning and Carrying Out Investigations (SE/TE pp. 193–203)
<b>Chapter 7 Chemical Formulas and Chemical Compounds</b>	
7.1 Chemical Names and Formulas	
7.2 Oxidation Numbers	
7.3 Using Chemical Formulas	
7.4 Determining Chemical Formulas	<b>Core Idea PS1.B Chemical Reactions</b> HS-PS1.B.3 (SE/TE pp. 239–243)
<b>Chapter 8 Chemical Equations and Reactions</b>	
8.1 Describing Chemical Reactions	



Chapter/Section	DCI/CCC/SEP
Why It Matters: Carbon Monoxide Catalyst	<b>Science and Engineering Practices</b> Constructing Explanations and Designing Solutions (SE/TE p. 267) Engaging in Argument from Evidence (SE/TE p. 267) Obtaining, Evaluating, and Communicating Information (SE/TE p. 267)  <b>Crosscutting Concepts</b> Patterns (SE/TE p. 267) Cause and Effect (SE/TE p. 267) Structure and Function (SE/TE p. 267)
8.2 Types of Chemical Reactions	
8.3 Activity Series of the Elements	
Why It Matters: Combustion Synthesis	<b>Science and Engineering Practices</b> Asking Questions and Defining Problems (SE/TE p. 280) Planning and Carrying Out Investigations (SE/TE p. 280) Constructing Explanations and Designing Solutions (SE/TE p. 280) Engaging in Argument from Evidence (SE/TE p. 280)  <b>Crosscutting Concepts</b> Cause and Effect (SE/TE p. 280) Scale, Proportion, and Quantity (SE/TE p. 280) Structure and Function (SE/TE p. 280)
<b>Chapter 9 Stoichiometry</b>	
9.1 Introduction to Stoichiometry	
9.2 Ideal Stoichiometric Calculations	
9.3 Limiting Reactants and Percentage Yield	
<b>Chapter 10 States of Matter</b>	
10.1 The Kinetic-Molecular Theory of Matter	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 317–320)
Why It Matters: The Gas Laws and Scuba Diving	<b>Science and Engineering Practices</b> Asking Questions and Defining Problems (SE/TE p. 356) Constructing Explanations and Designing Solutions (SE/TE p. 356) Engaging in Argument from Evidence (SE/TE p. 356) Obtaining, Evaluating, and Communicating Information (SE/TE p. 356)  <b>Crosscutting Concepts</b> Patterns (SE/TE p. 356) Cause and Effect (SE/TE p. 356) Systems and System Models (SE/TE p. 356)
10.2 Liquids	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 321–324)
10.3 Solids	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 325–329)
10.4 Changes of State	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 330–336)
10.5 Water	<b>Core Idea PS2.B Types of Interactions</b> HS-PS2.B.3 (SE/TE pp. 337–339)
<b>Chapter 11 Gases</b>	
11.1 Gas and Pressure	
11.2 The Gas Laws	
11.3 Gas Volumes and the Ideal Gas Law	
11.4 Diffusion and Effusion	



Chapter/Section	DCI/CCC/SEP
<b>Chapter 12 Solutions</b>	
12.1 Types of Mixtures	
12.2 The Solution Process	
Cross-Disciplinary Connection: Artificial Blood	<b>Science and Engineering Practices</b> Obtaining, Evaluating, and Communicating Information (SE/TE p. 403)  <b>Crosscutting Concepts</b> Structure and Function (SE/TE p. 403)
12.3 Concentration of Solutions	
<b>Chapter 13 Ions in Aqueous Solutions and Colligative Properties</b>	
13.1 Compounds in Aqueous Solutions	
13.2 Colligative Properties of Solutions	
<b>Chapter 14 Acids and Bases</b>	
14.1 Properties of Acids and Bases	
Cross-Disciplinary Connection: Acid Water—A Hidden Menace	<b>Science and Engineering Practices</b> Constructing Explanations and Designing Solutions (SE/TE p. 459)  <b>Crosscutting Concepts</b> Cause and Effect (SE/TE p. 459)
14.2 Acid-Base Theories	
14.3 Acid-Base Reactions	
<b>Chapter 15 Acid-Base Titration and pH</b>	
15.1 Aqueous Solutions and the Concept of pH	
Cross-Disciplinary Connection: Liming Streams	<b>Science and Engineering Practices</b> Constructing Explanations and Designing Solutions (SE/TE p. 490)  <b>Crosscutting Concepts</b> Stability and Change (SE/TE p. 490)
15.2 Determining pH and Titrations	
<b>Chapter 16 Reaction Energy</b>	
16.1 Thermochemistry	<b>Core Idea PS1.B Chemical Reactions</b> HS-PS1.B.1 (SE/TE pp. 509–522)  <b>Core Idea PS3.B Conservation of Energy and Energy Transfer</b> HS-PS3.B.2 (SE/TE pp. 509–522) HS-PS3.B.3 (SE/TE pp. 509–522)  <b>Core Idea PS3.D Energy in Chemical Processes and Everyday Life</b> HS-PS3.D.1 (SE/TE pp. 509–522)
16.2 Driving Force of Reactions	<b>Core Idea PS3.B Conservation of Energy and Energy Transfer</b> HS-PS3.B.5 (SE/TE pp. 524–528)
<b>Chapter 17 Reaction Kinetics</b>	
17.1 The Reaction Process	<b>Core Idea PS1.B Chemical Reactions</b> HS-PS1.B.1 (SE/TE pp. 537–543)  <b>Core Idea PS3.B Conservation of Energy and Energy Transfer</b> HS-PS3.B.4 (SE/TE pp. 537–543)



Chapter/Section	DCI/CCC/SEP
17.2 Reaction Rate	<b>Core Idea PS1.B Chemical Reactions</b> HS-PS1.B.1 (SE/TE pp. 544–554)
Why It Matters: New Generation Catalysts	<b>Science and Engineering Practices</b> Asking Questions and Defining Problems (SE/TE p. 555) Constructing Explanations and Designing Solutions (SE/TE p. 555) Engaging in Argument from Evidence (SE/TE p. 555)  <b>Crosscutting Concepts</b> Structure and Function (SE/TE p. 555)
<b>Chapter 18 Chemical Equilibrium</b>	
18.1 The Nature of Chemical Equilibrium	<b>Core Idea PS1.B Chemical Reactions</b> HS-PS1.B.2 (SE/TE pp. 563–569)  <b>Crosscutting Concepts</b> Stability and Change (SE/TE pp. 563–571)
18.2 Shifting Equilibrium	<b>Core Idea PS1.B Chemical Reactions</b> HS-PS1.B.2 (SE/TE pp. 572–578)  <b>Science and Engineering Practices</b> Constructing Explanations and Designing Solutions (SE/TE pp. 572–578)  <b>Crosscutting Concepts</b> Stability and Change (SE/TE pp. 572–578)
18.3 Equilibria of Acids, Bases, and Salts	<b>Crosscutting Concepts</b> Stability and Change (SE/TE pp. 579–586)
18.4 Solubility Equilibrium	<b>Crosscutting Concepts</b> Stability and Change (SE/TE pp. 587–595)
<b>Chapter 19 Oxidation-Reduction Reactions</b>	
19.1 Oxidation and Reduction	
Why It Matters: Production of Aluminum	<b>Science and Engineering Practices</b> Engaging in Argument from Evidence (SE/TE p. 608)  <b>Crosscutting Concepts</b> Cause and Effect (SE/TE p. 608) Scale, Proportion, and Quantity (SE/TE p. 608)
19.2 Balancing Redox Equations	
19.3 Oxidizing and Reducing Agents	
<b>Chapter 20 Electrochemistry</b>	
20.1 The Nucleus	
20.2 Radioactive Decay	
Why It Matters: Advances in Battery Technology	<b>Science and Engineering Practices</b> Constructing Explanations and Designing Solutions (SE/TE p. 636)
20.3 Nuclear Radiation	
20.4 Nuclear Fission and Nuclear Fusion	
<b>Chapter 21 Nuclear Chemistry</b>	
21.1 The Nucleus	<b>Core Idea PS1.C Nuclear Processes</b> HS-PS1.C.1 (SE/TE p. 652)
21.2 Radioactive Decay	
21.3 Nuclear Radiation	
21.4 Nuclear Fission and Nuclear Fusion	<b>Core Idea PS1.C Nuclear Processes</b> HS-PS1.C.1 (SE/TE pp. 665–667)



Chapter/Section	DCI/CCC/SEP
<b>Chapter 22 Organic Chemistry</b>	
22.1 Organic Compounds	
22.2 Hydrocarbons	
22.3 Functional Groups	
<b>Chapter 23 Biological Chemistry</b>	
23.1 Carbohydrates and Lipids	
23.2 Amino Acids and Proteins	
23.3 Metabolism	
23.4 Nucleic Acids	
23.5 Carbohydrates and Lipids	
<b>Performance Expectations Guide</b>	
Activity	Performance Expectation
Using the Periodic Table	HS-PS1-1 (SE pp. 1–3, TE pp. 1–5)
Explaining Reactions	HS-PS1-2 (SE pp. 4–5, TE pp. 6–9)
Strength of Electrical Forces Between Particles	HS-PS1-3 (SE pp. 6–7, TE pp. 10–13)
Reaction Energy and Thermochemistry	HS-PS1-4 (SE pp. 8–10, TE pp. 14–18)
Reaction Kinetics	HS-PS1-5 (SE pp. 11–12, TE pp. 19–22)
Equilibrium	HS-PS1-6 (SE pp. 13–14, TE pp. 23–26)
Conversion of Mass	HS-PS1-7 (SE pp. 15–16, TE pp. 27–30)
Fission, Fusion, and Radioactive Decay	HS-PS1-8 (SE pp. 17–18, TE pp. 31–34)
Chemical Bonding and Properties of Materials	HS-PS2-6 (SE pp. 19–21, TE pp. 35–39)
Criteria and Constraints	HS-ETS1-1 (SE pp. 22–25, TE pp. 40–45)
Design a Lighting Plan	HS-ETS1-2 (SE pp. 26–28, TE pp. 46–50)
Tradeoffs	HS-ETS1-3 (SE pp. 29–31, TE pp. 51–55)
Model the Impact	HS-ETS1-4 (SE pp. 32–36, TE pp. 56–62)
<b>Engineering Design Guide</b>	
Activity	Performance Expectation
Properties of Adobe	HS-ETS1-1, HS-ETS1-2, HS-ETS1-3, HS-PS2-6 (SE/TE pp. 13–18, TE pp. T16–T19)
Design a Treatment to Clear a Blood Clot	HS-ETS1-1, HS-ETS1-2, HS-ETS1-3, HS-PS1-6, HS-PS2-6 (SE/TE pp. 19–26, TE pp. T20–T24)
Design an Improved Detergent	HS-ETS1-1, HS-ETS1-2, HS-ETS1-3, HS-PS1-6, HS-PS2-6 (SE/TE pp. 27–31, TE pp. T25–T27)
Design a Radiant Floor Heating System	HS-ETS1-1, HS-ETS1-2, HS-ETS1-3, HS-PS1-8, HS-PS2-6 (SE/TE pp. 32–36, TE pp. T28–T31)
Design a Better Battery	HS-ETS1-1, HS-ETS1-2, HS-ETS1-3, HS-PS1-6, HS-PS2-6 (SE/TE pp. 37–42, TE pp. T32–T34)



*HMH Modern Chemistry* ©2017  
correlated to the  
Colorado Academic Standards in Science: High School Physical Science (2009)

Colorado Academic Standards	Descriptor	HMH Modern Chemistry Citations	
Standard 1: Physical Science			
Grade-Level Expection SC09-GR.HS-S.1-GLE.2	Matter has definite structure that determines characteristic physical and chemical properties.	SE/TE	10-15, 18
Evidence Outcomes			
Students can:			
SC09-GR.HS-S.1-GLE.2-EO.a	Develop, communicate, and justify an evidence-based scientific explanation supporting the current model of an atom. (DOK 1-3)	SE/TE TE Only	69-71, 73, 74-78, 97-103, 104-110 107 (Alternative Assessment)
SC09-GR.HS-S.1-GLE.2-EO.b	Gather, analyze and interpret data on chemical and physical properties of elements such as density, melting point, boiling point, and conductivity. (DOK 1-2)	SE/TE TE Only	10-18, 20-24, 42-44, 46 22 (Differentiated Instruction: Pre-AP)  <u>Online Labs:</u> <b>Standard Labs:</b> Separation of Mixtures (1.2), Separation of Mixtures: Mining Contract (1.2), A Lesson on Density (2.2), Specific Heat (2.3) <b>Core Skill Labs:</b> Mixture Separation (1.2), Reactivity of Halide Ions (5.2), Periodicity of Properties of Oxides (5.3) <b>Probeware Labs:</b> Effects of Temperature on Solubility of a Salt (12.2), Solubility and Chemical Fertilizers (13.1) <b>Quick Lab:</b> Separating a Mixture (1.2)
SC09-GR.HS-S.1-GLE.2-EO.c	Use characteristic physical and chemical properties to develop predictions and supporting claims about elements' positions on the periodic table. (DOK 1-2)	SE/TE	20-24, 27-28, 133-135, 138-142, 144-147, 148-162, 165-168, R18 –R73  <u>Online Labs:</u> <b>Core Skills Labs:</b> The Mendeleev Lab of 1869 (5.1), Reactivity of Halide Ions (5.2), Periodicity of Properties of Oxides (5.3), Exploring the Periodic Table (5.3)  <u>Performance Expectations Guide:</u> SE: 1-3 TE: 1-5
SC09-GR.HS-S.1-GLE.2-EO.d	Develop a model that differentiates atoms and molecules, elements and compounds, and pure substances and mixtures. (DOK 2-3)	SE/TE TE Only	10-11, 15-17, 28 (#25), 174 10 (Differentiated Instruction: Inclusion), 11 (Differentiated Instruction: Below Level)

*HMH Modern Chemistry* ©2017  
correlated to the  
Colorado Academic Standards in Science: High School Physical Science (2009)

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
Grade-Level Expectation <b>SC09-GR.HS-S.1-GLE.3</b>	Matter can change form through chemical or nuclear reactions abiding by the laws of conservation of mass and energy.	<p>SE/TE 231-238, 253-266, 268-276, 277-279, 281, 283-286, 469-471, 472, 474-476, 516-517, 524-525, 603-607, 609-613, 614-617, 618, 620-622, 652, 665-667</p> <p><b><u>Performance Expectations Guide:</u></b> SE: 4-5, 15-16 TE: 6-9, 27-30</p> <p><b><u>Online Labs:</u></b> <b>Standard Labs:</b> Redox Titration: Mining Feasibility Study (19.3) <b>Core Skills Labs:</b> Conservation of Mass (3.3), Colored Precipitates (13.1), Oxidation-Reduction Reactions (19.1), Reduction of Manganese in Permanganate Ion (19.2)</p> <p><b><u>Additional Online Resource:</u></b> <b>Animated Chemistry:</b> Conservation (of Mass) in Reactions (8.1) <b>Animated Chemistry:</b> Neutralization Reactions (14.3)</p>
<b>Evidence Outcomes</b>		
<b>Students can:</b>		
<b>SC09-GR.HS-S.1-GLE.3-EO.a</b>	Recognize, analyze, interpret, and balance chemical equations (synthesis, decomposition, combustion, and replacement) or nuclear equations (fusion and fission). (DOK 1-2)	<p>SE/TE 231-238, 253-266, 268-276, 277-279, 281, 283-286, 469-471, 472, 474-476, 516-517, 524-525, 603-607, 609-613, 614-617, 618, 620-622, 652, 665-667</p> <p>TE Only 659 (Differentiated Instruction)</p> <p><b><u>Performance Expectations Guide:</u></b> SE: 4-5, 15-16 TE: 6-9, 27-30</p> <p><b><u>Online Labs:</u></b> <b>Standard Labs:</b> Drip-Drop Acid-Base Experiment (15.2), Acid-Base Titration of an Eggshell (15.2), Redox Titration: Mining Feasibility Study (19.3) <b>Core Skills Labs:</b> Conservation of Mass (3.3), Colored Precipitates (13.1), Oxidation-Reduction Reactions (19.1), Reduction of Manganese in Permanganate Ion (19.2)</p> <p><b><u>Additional Online Resources:</u></b> <b>Animated Chemistry:</b> Conservation (of Mass) in Reactions (8.1) <b>Animated Chemistry:</b> Neutralization Reactions (14.3)</p>

*HMH Modern Chemistry* ©2017  
correlated to the  
Colorado Academic Standards in Science: High School Physical Science (2009)

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
<b>SC09-GR.HS-S.1-GLE.3-EO.b</b>	Predict reactants and products for different types of chemical and nuclear reactions. (DOK 1-2)	SE/TE 268-276, 279 (Sample Problem F), 621 (#22)  <u>Online Lab(s):</u> <b>Core Skills Lab(s):</b> Colored Precipitates (13.1), Oxidation-Reduction Reactions (19.1), Reduction of Manganese in Permanganate Ion (19.2)
<b>SC09-GR.HS-S.1-GLE.3-EO.c</b>	Predict and calculate the amount of products produced in a chemical reaction based on the amount of reactants. (DOK 1-2)	SE/TE 70-71, 255-257, 276 (Quick Lab)  <u>Online Labs:</u> <b>Core Skills Lab:</b> Conservation of Mass (3.3) <b>Forensics Labs:</b> Gravimetric Analysis — Hard Water Testing (9.3), Stoichiometry and Gravitational Analysis (9.3) <b>Open Inquiry Lab:</b> Stoichiometry (9.3)
<b>SC09-GR.HS-S.1-GLE.3-EO.d</b>	Examine, evaluate, question, and ethically use information from a variety of sources and media to investigate the conservation of mass and energy. (DOK 1-2)	SE/TE 70-71, 255-257, 276 (Quick Lab)  <u>Performance Expectations Guide:</u> SE: 15-16 TE: 27-30  <u>Online Lab:</u> <b>Core Skills Lab:</b> Conservation of Mass (3.3)
Grade-Level Expectation <b>SC09-GR.HS-S.1-GLE.4</b>	Atoms bond in different ways to form molecules and compounds that have definite properties.	SE/TE 171-173, 174-175, 177-185, 186-190, 191-192, 202-203, 193-203, 204  <u>Online Labs:</u> <b>Virtual Lab:</b> Determining Bond Types (Chapter 6) <b>Core Skills Labs:</b> Conductivity as an Indicator of Bond Type (6.2), Chemical Bonds (6.3), Types of Bonding in Solids (6.4) <b>Open Inquiry Lab:</b> Repulsion Compulsion (6.5)  <u>Additional Online Resources:</u> <b>Animated Chemistry:</b> Types of Bonds (6.1) <b>Why It Matters Video:</b> Chemical Bonding (Chapter 6) <b>PhET Simulations:</b> Molecular Polarity (6.5)  <u>Performance Expectations Guide:</u> SE: 6-7 TE: 10-13



*HMH Modern Chemistry* ©2017  
correlated to the  
**Colorado Academic Standards in Science: High School Physical Science (2009)**

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
<b>Evidence Outcomes</b>		
<b>Students can:</b>		
<b>SC09-GR.HS-S.1-GLE.4-EO.a</b>	Develop, communicate, and justify an evidence-based scientific explanation supporting the current models of chemical bonding (DOK 1-3)	<p>SE/TE 171-173, 174-175, 177-185, 186-190, 191-192, 202-203, 193-203, 204</p> <p><b><u>Online Labs:</u></b>  <b>Virtual Lab:</b> Determining Bond Types (Chapter 6)  <b>Core Skills Labs:</b> Conductivity as an Indicator of Bond Type (6.2), Chemical Bonds (6.3), Types of Bonding in Solids (6.4)  <b>Open Inquiry Lab:</b> Repulsion Compulsion (6.5)</p> <p><b><u>Additional Online Resources:</u></b>  <b>Animated Chemistry:</b> Types of Bonds (6.1)  <b>Why It Matters Video:</b> Chemical Bonding (Chapter 6)  <b>PhET Simulations:</b> Molecular Polarity (6.5)</p> <p><b><u>Performance Expectations Guide:</u></b>  SE: 6-7  TE: 10-13</p>
<b>SC09-GR.HS-S.1-GLE.4-EO.b</b>	Gather, analyze, and interpret data on chemical and physical properties of different compounds such as density, melting point, boiling point, pH, and conductivity (DOK 1-2)	<p><b><u>Online Labs:</u></b>  <b>Core Skills Labs:</b> Conductivity as an Indicator of Bond Type (6.2), Chemical Bonds (6.3), Types of Bonding in Solids (6.4)  <b>Virtual Lab:</b> Determining Bond Types (Chapter 6)</p> <p><b><u>Performance Expectations Guide:</u></b>  SE: 6-7  TE: 10-13</p>

*HMH Modern Chemistry* ©2017  
correlated to the  
Colorado Academic Standards in Science: High School Physical Science (2009)

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
SC09-GR.HS-S.1-GLE.4-EO.c	Use characteristic physical and chemical properties to develop predictions and supporting claims about compounds' classification as ionic, polar or covalent (DOK 1-2)	SE/TE 171-173, 209-210  <b><u>Performance Expectations Guide:</u></b> SE: 6-7 TE: 10-13  <b><u>Online Labs:</u></b> <b>Virtual Lab:</b> Determining Bond Types (Chapter 6) <b>Core Skills Labs:</b> Conductivity as an Indicator of Bond Type (6.2), Chemical Bonds (6.3), Types of Bonding in Solids (6.4)
SC09-GR.HS-S.1-GLE.4-EO.d	Describe the role electrons play in atomic bonding (DOK 1)	SE/TE 171-173, 175, 180-185, 186-190, 191
SC09-GR.HS-S.1-GLE.4-EO.e	Predict the type of bonding that will occur among elements based on their position in the periodic table (DOK 1-2)	SE/TE 148-163
Grade-Level Expection SC09-GR.HS-S.1-GLE.5	Energy exists in many forms such as mechanical, chemical, electrical, radiant, thermal, and nuclear, that can be quantified and experimentally determined.	SE/TE 317-318, 332-334, 337-338, 342, 375, 509-522, 529, 531-534, 625-627, 628-635, 637-641, 649-652, 661-664, 665-667, 672-674, 675A-675D  <b><u>Performance Expectations Guide:</u></b> SE: 8-10 TE: 14-18  <b><u>Online Labs:</u></b> <b>Standard Labs:</b> Temperature of a Bunsen Burner Flame (16.1) <b>Core Skills Labs:</b> Calorimetry and Hess's Law (16.1), Voltaic Cells (20.2) <b>Forensics Labs:</b> Counting Calories (16.1), Evaluating Fuels (16.1) <b>Probeware Labs:</b> Energy Content of Food (16.1), Micro-Voltaic Cells (20.2), Electrochemical Battery: Energy from Electrons (20.2) <b>STEM Labs:</b> A Burning Interest (16.1), Store Charge (20.2)
<b>Evidence Outcomes</b>		

*HMH Modern Chemistry* ©2017  
correlated to the  
Colorado Academic Standards in Science: High School Physical Science (2009)

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
<b>Students can:</b>		
<b>SC09-GR.HS-S.1-GLE.5-EO.a</b>	Develop, communicate, and justify an evidence-based scientific explanation regarding the potential and kinetic nature of mechanical energy (DOK 1-3)	SE/TE 175, 317-318, 375, 509
<b>SC09-GR.HS-S.1-GLE.5-EO.b</b>	Use appropriate measurements, equations and graphs to gather, analyze, and interpret data on the quantity of energy in a system or an object (DOK 1-3)	SE/TE 332-333, 334, 337, 501-514, 521, 523-526, 527  <b>Online Labs:</b> <b>Standard Lab:</b> Temperature of a Bunsen Burner Flame (16.1) <b>Core Skills Lab:</b> Calorimetry and Hess's Law (16.1) <b>Forensics Labs:</b> Evaluating Fuels (16.1), Counting Calories (16.1) <b>Probeware Lab:</b> Energy Content of Food (16.1) <b>STEM Lab:</b> A Burning Interest (16.1)
<b>SC09-GR.HS-S.1-GLE.5-EO.c</b>	Use direct and indirect evidence to develop predictions of the types of energy associated with objects (DOK 2-3)	<b>Online Labs:</b> <b>Standard Lab:</b> Temperature of a Bunsen Burner Flame (16.1) <b>Core Skills Lab:</b> Calorimetry and Hess's Law (16.1) <b>Forensics Labs:</b> Evaluating Fuels (16.1), Counting Calories (16.1) <b>Probeware Lab:</b> Energy Content of Food (16.1) <b>STEM Lab:</b> A Burning Interest (16.1)



*HMH Modern Chemistry* ©2017  
correlated to the  
Colorado Academic Standards in Science: High School Physical Science (2009)

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
<b>SC09-GR.HS-S.1-GLE.5-EO.d</b>	Identify different energy forms, and calculate their amounts by measuring their defining characteristics (DOK 1-2)	<p>SE/TE 317-318, 332-334, 337-338, 342, 375, 509-522, 529, 531-534, 625-627, 628-635, 637-641, 649-652, 661-664, 665-667, 672-674, 675A-675D</p> <p><b><u>Performance Expectations Guide:</u></b> SE: 8-10 TE: 14-18</p> <p><b><u>Online Labs:</u></b>  <b>Standard Labs:</b> Temperature of a Bunsen Burner Flame (16.1)  <b>Core Skills Labs:</b> Calorimetry and Hess's Law (16.1), Voltaic Cells (20.2)  <b>Forensics Labs:</b> Counting Calories (16.1), Evaluating Fuels (16.1)  <b>Probeware Labs:</b> Energy Content of Food (16.1), Micro-Voltaic Cells (20.2), Electrochemical Battery: Energy from Electrons (20.2)  <b>STEM Labs:</b> A Burning Interest (16.1), Store Charge (20.2)</p>
Grade-Level Expection <b>SC09-GR.HS-S.1-GLE.6</b>	When energy changes form, it is neither created not destroyed; however, because some is necessarily lost as heat, the amount of energy available to do work decreases.	<p>SE/TE 15, 509, 531</p> <p><b><u>Online Labs:</u></b>  <b>Forensics Lab:</b> Measuring the Release of Energy from Sucrose (23.1)  <b>Core Skills Labs:</b> Electric Charge (20.1), Voltaic Cells (20.2)</p> <p><b><u>Performance Expectations Guide:</u></b> SE: 8-10 TE: 14-18</p>
<b>Evidence Outcomes</b>		
<b>Students can:</b>		

*HMH Modern Chemistry* ©2017  
correlated to the  
**Colorado Academic Standards in Science: High School Physical Science (2009)**

Colorado Academic Standards	Descriptor	<i>HMH Modern Chemistry</i> Citations
<b>Standard 1: Physical Science</b>		
<b>SC09-GR.HS-S.1-GLE.6-EO.a</b>	Use direct and indirect evidence to develop and support claims about the conservation of energy in a variety of systems, including transformations to heat (DOK 1-3)	SE/TE 666  <u><b>Online Labs:</b></u> <b>Forensics Lab:</b> Measuring the Release of Energy from Sucrose (23.1) <b>Core Skills Labs:</b> Electric Charge (20.1), Voltaic Cells (20.2)
<b>SC09-GR.HS-S.1-GLE.6-EO.b</b>	Evaluate the energy conversion efficiency of a variety of energy transformations (DOK 1-2)	<u><b>Online Lab:</b></u> <b>Forensics Lab:</b> Measuring the Release of Energy from Sucrose (23.1)
<b>SC09-GR.HS-S.1-GLE.6-EO.c</b>	Describe energy transformations both quantitatively and qualitatively (DOK 1-2)	<u><b>Online Labs:</b></u> <b>Core Skill Labs:</b> Calorimetry and Hess' Law (16.1), Rate of a Chemical Reaction (17.2) <b>Forensics Labs:</b> Evaluating Fuels (16.1), Counting Calories (16.1), Measuring the Release of Energy from Sucrose (23.1) <b>Probeware Lab:</b> Energy Content of Foods (16.1)  <u><b>Performance Expectations Guide:</b></u> SE: 8-10 TE: 14-18
<b>SC09-GR.HS-S.1-GLE.6-EO.d</b>	Differentiate among the characteristics of mechanical and electromagnetic waves that determine their energy (DOK 2)	SE/TE 97-99
<b>SC09-GR.HS-S.1-GLE.6-EO.e</b>	Examine, evaluate, question, and ethically use information from a variety of sources and media to investigate energy conservation and loss (DOK 1-2)	<u><b>Online Labs:</b></u> <b>Forensics Lab:</b> Measuring the Release of Energy from Sucrose (23.1) <b>Core Skills Labs:</b> Electric Charge (20.1), Voltaic Cells (20.2)

# Exhibit D





February 9, 2018

Houghton Mifflin Harcourt Publishing Company  
Attn: Mike Lewis  
125 High Street  
Boston, MA 02110

**Opportunity for Best and Final Offer (BAFO) regarding:**

**RFP# 18-630-001 Chemistry and AP Chemistry with Instructional Materials and Services**

Houghton Mifflin Harcourt Publishing Company submitted a proposal in response to the above-mentioned Request for Proposal issued by Poudre School District on August 18, 2017. We appreciate the time and effort Houghton Mifflin Harcourt Publishing Company into their submittal.

The evaluation committee conducted a preliminary evaluation of the Chemistry proposals and presentations were held with offerors determined to be reasonably susceptible of being selected to clarify the project requirements.

Because all proposals exceed the allocated budget, limited revisions are being solicited. Comprehensive proposal rewrites will not be considered. Alternately please clearly identify those portions of the proposal that are being supplemented or revised within your BAFO. Possible revisions may include additional discounts in shipping or third-party shipping, teaching materials, and licensing etc. Verbal representations made during your presentation, that you consider essential to your proposal and not included in the original written proposal, must be integrated into the BAFO to be considered. You assume the risk that proposal modifications are competently explained so the evaluation committee understands the nature of the revision.

For the BAFO for Chemistry, provide pricing using the following updated count:

600 student resource packages 1-year print and 10-year digital, ISBN 9781328503541

470 on-line premium student editions 10-year, ISBN 9781328498892

21 teacher resource packages 1-year print and 10-year digital, ISBN 9781328503961

Complimentary professional development for the initial implementation and any additional training as requested by PSD. Provide a bundle price for the Common Cartridge digital option to be purchased at a later date.

As referenced in the RFP, section 4.2.1 all data elements and third-party vendors along with their purpose are required to be identified prior to contracting. If you are chosen as the selected vendor, to ensure timely completion of an agreement to meet the District's timelines, we are requesting the following information:

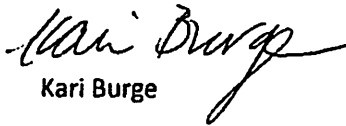
- What Student Data is collected through the use of the system?
  - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*
  - *This includes information created or collected by the company.*
- What is the purpose for collecting Student Data?
- What third-parties does the vendor partner with, who may receive Student Data in any format?
  - *This includes storage and vendors receiving encrypted data.*
- What is the purpose of these third-party partners?

A sample of data and third-party information has been provided to identify the level of detail expected under Colorado Law 22-16-101 *et seq.*

Best and Final Offer should be emailed on or before 2:00 p.m. MST on March 1, 2018 to [kburge@psdschools.org](mailto:kburge@psdschools.org).

Please email me at [kburge@psdschools.org](mailto:kburge@psdschools.org) with any questions.

Regards,

  
Kari Burge

# Exhibit E



**Houghton  
Mifflin  
Harcourt**

February 20, 2018

Kari Burge  
Poudre School District R-1  
2407 LaPorte Ave  
Fort Collins CO 80521

Dear Ms. Burge:

Houghton Mifflin Harcourt (HMH) is pleased to provide the attached proposal for *HMH MODERN CHEMISTRY* 2017 to Poudre School District R-1 with the following added terms:

- The HMH Modern Chemistry Downloadable Student Edition PDF shall be available for a duration of 10 years.
- Professional Development is available for a daily rate of \$2,950 (with a maximum of 30 participants per session)
  - The Professional Development price quoted above is subject to change starting October 1, 2018.
- Common Cartridge bundled pricing will change on October 1, 2018.
- HMH agrees to provide 0% shipping on CP # 006621126.

Houghton Mifflin Harcourt has been serving the educational needs of students, teachers, and schools since 1832. Our rich history as a global education company and extensive corporate resources allow our organization to offer a comprehensive set of needs-based solutions that help educators ensure every student is learning to high standards. Our system implementations and high-quality training ensure that educators will find success with our solutions.

Sincerely,

Matthew Fraser  
Finance Director





# Houghton Mifflin Harcourt

## Proposal

Prepared For

## Poudre School District R-1

2407 LaPorte Ave  
Fort Collins CO 80521

For the Purchase of:

## HMD MODERN CHEMISTRY 2017

Prepared By

Open Corinne Hendricks  
corinne.hendricks@hmc.com

**PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.**



**Houghton Mifflin Harcourt**

Attention:  
Kari Burge  
kburge@psdschools.org

**HMH Confidential and Proprietary**

Customer Experience  
9205 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hmc.com

# Poudre School District R-1

## HMD MODERN CHEMISTRY 2017

ISBN	Title	Price	Quantity	Value of all Materials
<b>Chemistry 2017</b>				
<b>Student &amp; Teacher Packages</b>				
1718229 9781328498892	HMH Modern Chemistry Online Premium Student Edition 10-Year	\$91.30	470	\$42,911.00
1718591 9781328503541	HMH Modern Chemistry Hybrid Student Resource Package 1-YearPrint/10-Year Digital	\$107.20	600	\$64,320.00
1718559 9781328503961	2017 HMH Modern Chemistry Hybrid Teacher Resource Package 1-YearPrint/10-Year Digital	\$285.00	21	\$5,985.00
<b>Total for Student &amp; Teacher Packages</b>				<b>\$113,216.00</b>
<b>Individual Resources</b>				
1642485 9780544817845	2017 HMH Modern Chemistry Student Edition	\$79.35		
1718229 9781328498892	HMH Modern Chemistry Online Premium Student Edition 10-Year	\$91.30		
1645603 9780544837911	2017 HMH Modern Chemistry Downloadable Student Edition PDF	\$0.00		
1652093 9780544888050	HMH Modern Chemistry Engineering Guide Student Edition	\$14.05		
1646419 9780544844803	HMH Modern Chemistry HMH Modern Chemistry Performance Expectation Guide Student Edition	\$13.80		
1642489 9780544817852	2017 HMH Modern Chemistry Teacher Edition	\$128.95		
1718312 9781328503466	HMH Modern Chemistry Online Premium Teacher Digital Management Center 10-Year	\$1,282.45		
1645602 9780544837904	HMH Modern Chemistry Downloadable Teacher Resource Tool	\$0.00		
1652095 9780544888074	HMH Modern Chemistry Engineering Guide Teacher Edition	\$21.10		
1646420 9780544844810	HMH Modern Chemistry HMH Modern Chemistry Performance Expectation Guide Teacher Edition	\$20.70		
<b>Total for Individual Resources</b>				
<b>Total for Chemistry 2017</b>				<b>\$113,216.00</b>

### Proposal Summary

<b>Subtotal Purchase Amount:</b>	<b>\$113,216.00</b>
<b>Shipping &amp; Handling (0.00%):</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$113,216.00</b>



**Houghton Mifflin Harcourt**

Attention:  
Kari Burge  
kburge@psdschools.org

HMH Confidential and Proprietary

Customer Experience  
9205 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hnhco.com

**Poudre School District R-1  
HMD MODERN CHEMISTRY 2017**

**Total Cost of Proposal (PO Amount): \$ 113,216.00**

This is a proposal only.

This proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

[<http://www.hmhco.com/common/terms-conditions>](http://www.hmhco.com/common/terms-conditions)

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Unless otherwise agreed in writing, orders for Professional Services shall expire upon the earlier of (i) expiration of customer's funding or (ii) 24 months from receipt of the order.

**Date of Proposal: 2/14/2018**

**Proposal Expiration Date: 4/15/2018**



**Houghton Mifflin Harcourt**



**Houghton Mifflin Harcourt**

Attention:  
Kari Burge  
kburge@psdschools.org

**HMH Confidential and Proprietary**

Customer Experience  
9205 South Park Center Loop  
Orlando, FL 32819  
FAX: 800-269-5232  
k12orders@hmhco.com

# Exhibit F



**Poudre School District R-1**

**RFP #18-630-001**

**Chemistry and AP Chemistry Curriculum with Instructional Materials and Services**

**HMH Modern Chemistry 2017**

**Houghton Mifflin Harcourt Publishing Company Response to 4.2.1**

**4.2.1.1. What Student Data is collected through the use of the system?**

<b>Data Collected</b>	<b>General Purpose of Data Collection</b>
IP Address; Use of cookies; etc.	Used to remember settings on login page.
Application Use Statistics: Metadata on user interaction with application	User research to improve the experience and provide technical support.
Assessment: performance based assessment scores; universal screener and progress monitoring scores; curriculum embedded assessment scores	Required to support product functionality.
Demographics: Gender, ethnicity or race, language information (native, preferred, or primary language spoken by student), other demographics	Required to support product functionality. For details on “other demographics” data used by the Holt McDougal Online Framework (HMOF) platform, please refer to the following: <a href="http://downloads.hmlt.hmco.com/Help/DASAHelp/index.htm">http://downloads.hmlt.hmco.com/Help/DASAHelp/index.htm</a> .
Enrollment: Student school enrollment, student grade level, other enrollment information	Required to support product functionality. For details on our data import file templates, please refer to the following: <a href="http://downloads.hmlt.hmco.com/Help/ImportMngmt/Administrator/About_Template_Formats.htm">http://downloads.hmlt.hmco.com/Help/ImportMngmt/Administrator/About_Template_Formats.htm</a> .
Schedule: Student scheduled courses and teacher names	Required to support product functionality.
Special Indicator: English language learner information, low income status, medical alters, student disability information, specialized education services (IEP or 504), other indicator	Required to support product functionality. For details on “other indicator” data used by the HMOF platform, please refer to the following: <a href="http://downloads.hmlt.hmco.com/Help/DASAHelp/index.htm">http://downloads.hmlt.hmco.com/Help/DASAHelp/index.htm</a> .

Student identifiers: local (school district) ID number, vendor/app assigned student ID number, student app username, student app password	Required to support product functionality.
Student name: first and last	Required to support product functionality.
Student in App Performance: program application performance	Required to support product functionality.
Student Work: student generated content and student work data (notes, annotations, highlights)	Required to support product functionality.
Transcript: Student course data and student court grades/performance scores (per assignment only)	Required to support product functionality.
Other elements stored, used, or collected	For details on “other elements stored, used, or collected” data used by the HMOF platform, please refer to the following: <a href="http://downloads.hmlt.hmco.com/Help/DASAHelp/index.htm">http://downloads.hmlt.hmco.com/Help/DASAHelp/index.htm</a> .

4.2.1.2. What third-parties does the vendor partner with? Who may receive Student Data in any form?

Vendor	URL	Description
Boston SoftDesign	<a href="http://bostonsd.com/">http://bostonsd.com/</a>	Data Base Management Services
Amazon Web Services (AWS)	<a href="https://aws.amazon.com/">https://aws.amazon.com/</a>	Hosting
Connectria	<a href="https://www.connectria.com/">https://www.connectria.com/</a>	Hosting Support Services
Cognizant Technologies Services (CTS)	<a href="https://www.cognizant.com/technology">https://www.cognizant.com/technology</a>	Development Services
Akamai Technologies	<a href="https://www.akamai.com/">https://www.akamai.com/</a>	Internet Security Services
Pro Unlimited	<a href="http://prounlimited.com/">http://prounlimited.com/</a>	Staffing Agency

4.2.1.3. Houghton Mifflin Harcourt Publishing Company agrees to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in SANS Top 20 Security Controls, National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education.