

LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE

Business Services Department - Purchasing

2810 HOUSE AVENUE • CHEYENNE, WY 82001

REQUEST FOR PROPOSAL

NO. 27RP2011

FOR

K-2 Dyslexia Screener



**LARAMIE COUNTY
SCHOOL DISTRICT 1**

Issued By:

Purchasing Department

Jodi Rudell

Senior Buyer

Phone: (307) 771-2197

E: jodi.rudell@laramie1.org

This RFP has been developed specifically for K-2 Dyslexia Screener. Therefore, all proposers are urged to review this package in detail before submitting their bid.

It is **YOUR** complete responsibility to meet the submittal requirements.

PROPOSAL DATA

Issue Date: **October 9, 2026**
Close Date: **November 10, 2026; 2:00 p.m.**
Location: **2810 House Avenue, Room 118**
 Cheyenne, Wyoming 82001

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INTRODUCTION

DEFINITIONS

LCSD#1/The District/The Owner - These terms refer to Laramie County School District Number One, a duly organized public entity

You/Your/Supplier/Offeror/Proposer/Contractor - These terms refer to all recipients of this Invitation.

Proposal - Refers to the entire process and includes the Invitation, special provisions, specifications and/or requirements.

Response - Shall be understood to mean a written offer to provide services in accordance with these general conditions, instructions and specifications stated herein with exceptions clearly stated

Invitation - Includes this document and any related attachments and/or amendment(s)/addendum/addenda.

Responsive Proposal - A proposal that fully conforms in all material respects to the Request for Proposal

Responsible Proposer - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

INVITATION CLARIFICATION

Questions regarding this Invitation should be directed in writing by e-mail to jodi.rudell@laramie1.org as soon as possible after you receive the Invitation. If applicable, answers citing the question(s) asked but not identifying the questioner will be distributed simultaneously to all known prospective proposers.

Note: Written requirements in the Invitation or its amendments are binding, but any oral communication between you and us is not.

PROPOSER RESPONSIBILITY

We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you of any obligation regarding this Invitation. If at any time we discover deviations in your reply that are not identified, you will be subject to disqualification from consideration or cancellation of contract.

STATEMENT OF FAIR COMPETITION

It is the district's intent that this Request for Proposal permits competition. It shall be the proposer's responsibility to advise the district in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single or proprietary source. The district must receive such notification no later than October 16, 2026, 3:00 p.m.

QUESTIONS

Prospective Suppliers may make inquiries concerning this RFP to obtain clarification of requirements and are strongly encouraged to do so. **Questions must be submitted in writing**, by e-mail, to Jodi Rudell, Senior Buyer jodi.rudell@laramie1.org **Questions may be submitted only until October 30, 2026; 1:00 p.m. (MT).** No questions will be accepted after that time.

SUPPLIER APPLICATION

Your company must have a Supplier's Application on file with us. If you are a new company or need to update your existing application, you may download it from www.laramie1.org. Proposals received without the application may not be considered.

ADVICE OF AWARD

If you wish to be advised of the outcome of this proposal, you may download the tabulation from www.bidnetdirect.com/colorado. You must be a registered Supplier to access the information. Registration options are available for free or paid service. Tabulations will no longer be mailed by the District; interested parties should be capable of retrieving them electronically from the address above.

For federal fund contracts, you may contact the buyer listed herein for the tabulation.

RFP AMBIGUITY

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify LCSD#1 of such error in writing and request modification or clarification of the document. LCSD#1 will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from LCSD#1. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal prior to submitting the proposal or it shall be waived.

COLLUSION

The proposer certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The proposer understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful proposer will become contractual obligations of the proposer if the district takes acquisition action in reliance thereon. In addition, any terms of this RFP, not otherwise contained in the proposal, will also become contractual obligations of the proposer unless otherwise agreed to in writing by the district.

Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition contract may result in cancellation of the award and such proposer may be removed from future solicitations. The district may, at its options, enter into negotiations with the successful proposer, but neither party shall have any contractual obligations to unless or until a written contract is signed by both parties and the district takes acquisition action in reliance upon the proposer's response. Under these conditions, the district reserves the right to enter negotiations with the next ranking proposer on the same terms and conditions as set forth herein.

For this award to go into effect on the date specified by the contract period, it is imperative that the successful proposer and the district work in good faith to conclude contract negotiations no later than November 30, 2026.

ADDITIONS TO THE CONTRACT

During the term of the contract, items that may not have been included in the initial proposal may be included by mutual agreement of the successful proposer and the district. The district shall notify the

successful proposer, in writing, of its intent to include new items under this contract. The successful proposer must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.

NON-EXCLUSIVE CONTRACT

You and we both understand this is not an exclusive contract and we retain the right to negotiate with and enter contracts with others providing the same or similar goods and/or services as those you provide. You must disclose to the district any other contract under which you are providing goods and/or services to the district.

PROPOSAL INSTRUCTIONS

GENERAL INSTRUCTIONS

Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened. This solicitation will not have a public opening.

No proposals will be considered which are not submitted on the attached proposal form signed by a proper official of the company.

The proposal must be signed by a person, or persons authorized to legally bind the provider.

Failure to respond (submission of proposal or notice in writing that you do not wish to provide a proposal on that particular transaction but would like to remain on the applicable active proposer's list) to this Request for Proposal will be understood by the District to indicate a lack of interest and may result in the removal of the proposer's name from the applicable active proposer's mailing list for the items concerned.

The district reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the district to accept any item or groups of items in the bid, as may be in the best interest of the district and supported by substantial evidence.

Any expenses incurred by the Supplier in preparation, submission and presentation of the proposal are the responsibility of the Supplier and may not be charged to the district as a separate charge or as part of the services provided.

Proposal information is restricted and not publicly available until after the award of the Contract by the Board of Trustees. Any person, following the award process, may view responses to this proposal.

PREPARATION OF PROPOSALS

The district only accepts bids/proposals submitted via the Rocky Mountain Purchasing System (BidNet). Bids/proposals submitted any other way will not be accepted. Suppliers must be registered with BidNet in advance to submit a response; registration is free. The district strongly recommends each Suppliers register well in advance of the submittal deadline to ensure they have adequate time to upload and submit their response.

Suppliers will not be compensated for generating, producing or duplicating any bid/proposal materials associated with this solicitation and it is the sole responsibility of the Supplier to ensure all required documents are submitted through BidNet by the submission deadline. Responses will be time-stamped by BidNet upon receipt; BidNet does not allow for uploading or submitting documents after the due date and time has passed, so please allow adequate time to upload and submit your response prior to the deadline. After uploading the required documents, Suppliers must click the submit button. The district will not accept uploads that are "saved" but not "submitted". To verify that a response has been submitted successfully, Suppliers may contact BidNet support or verify via the Bid/Proposal Management tab in the suppliers account, that the documents are not in Draft status.

The district does not have access to, or control of, the supplier side of BidNet. Please contact BidNet at 1-800-835-4603 for supplier support.

Proposals are to be prepared simply, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this request, without additional explanation, will not be considered sufficiently responsive.

One (1) original complete response of the reply must be uploaded in pdf format to BidNet.

- The response should be clearly labeled according to the Written Proposal Content provided herein and should upload a maximum of two files for their original response.
- The vendor can submit a separate redacted electronic version if applicable, and a maximum of one redacted file is preferred.

If erasures or other changes appear on the proposal forms, the person signing the proposal must initial each erasure or change.

The proposal number shall appear on any technical data or other information furnished by your firm with this proposal.

Amendment/addendum received prior to proposal submittal should be acknowledged in the appropriate space on the proposal document. Amendment/addendum received after proposal submittal should be acknowledged by letter or email.

In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be provided to each proposer who received the original RFP by the Purchasing Department of LCSD#1. Proposers shall not rely on any other interpretations, changes or corrections.

Any documents intended to supplement or deviate from the express requirements of this proposal solicitation may result in a rejection of that proposal.

Ownership of all data, material and documentation originated and prepared for the district pursuant to this RFP shall belong exclusively to the district and be subject to public inspection in accordance with the Wyoming Public Records Act. *Exception- See Proprietary/Confidential Information below.*

PROPRIETARY/CONFIDENTIAL INFORMATION

Any requests for non-disclosure of trade secrets and other proprietary/confidential data shall be submitted to the Business Services Administrator by the Supplier according to the instructions in the Written Proposal Content listed herein. After award, the proposals shall be open to public inspection, subject to prohibition of the disclosure of confidential data. Materials designated as proprietary/confidential by the Supplier shall accompany the proposal and shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

If a Supplier believes that parts of the proposal are proprietary, then the Supplier must so specify. The Supplier must appropriately mark "Propriety" on that part of the proposal which the Supplier believes to be so.

The Supplier must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Supplier believes the material to be proprietary. Vague and general claims will not be accepted. The district will be the sole judge as to whether a claim is general and/or vague in nature.

All proposals and parts of proposals that are not marked as "Proprietary" will automatically be considered public information after the proposal has been awarded. The successful proposal may be considered public information, even though parts are marked "proprietary."

The proposal in its entirety shall not be considered proprietary/confidential.

The contents of any proposal are considered proprietary to the individual proposer and shall be kept confidential until award of the contract.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of the Business Services Administrator may be altered by email transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening.

A proposal that is in the possession of the Business Services Administrator may be withdrawn by the proposer by written request up to the time and date of the proposal closing. Written request must provide contact information for verification of withdrawal request. The withdrawn Proposal, sans withdrawn letter, shall be returned no less than thirty (30) days after award of proposal. Proposals may not be withdrawn after the proposal due date and time.

OMISSIONS

In the event that the District or the provider discovers any omissions in the terms and conditions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing, and the District and the provider shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

PREFERENTIAL

Preference will be given pursuant to Wyoming Statutes 16-6-101 through and including 16-6-108 as amended.

When applicable a percentage preferential of five percent (5%) will be allowed. The preferential, when applied, will be accomplished by adding five percent (5%) to the total price of the nonresident proposer. Discounts offered will be taken into consideration and deduction of the discount amount will be made before application of the preferential.

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Under these conditions, a percentage differential will not be allowed.

For further information regarding these Wyoming State Statutes visit: [State Statutes & Constitution](#).

DISCOUNTS

Time in connection with prompt payment discounts offered will be computed from the date of delivery or from the date your bill is received on a Laramie County School District Number One voucher with itemized invoice, whichever is later.

Percentage discounts for payment of invoices in 20 days or more will be considered in the evaluation of proposals. Shorter discount periods will not be considered in the evaluation of proposals.

INTEGRATION

All Request for Proposal documents, proposer's response to each solicitation, all correspondence and addenda contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties.

ASSIGNMENT OF CONTRACT

The successful proposer may not assign this contract to another party for performance of the terms and conditions hereof without prior written consent of the Business Services Administrator.

SUBCONTRACTORS

The Business Services Administrator must approve all subcontractors in writing before any work is to be performed.

LEGAL REQUIREMENTS

TAX EXEMPT STATUS

Public schools are exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

WYOMING SALES AND USE TAX

Direct purchases of materials by the State of Wyoming or its political sub-divisions (including Laramie County School District Number One) are exempt from Wyoming Sales and Use Tax. Contractor's purchasing and consuming materials, equipment and supplies for their performance alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials, and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political sub-divisions thereof (including Laramie County School District Number One) are subject to Wyoming Sales and Use Tax. Suppliers shall comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39-6-501 through 39-6-518 and W.S. 39-6-601 through 39-6-604 as stated below:

Obtain a Sales and Use Tax License from the Department of Revenue and Taxation, State of Wyoming for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this project are consumed.

Report the use, installation or transfer of such property into the project as a sale by licensed Supplier and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.

The proposer should require each subcontractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

For additional information, contact the State of Wyoming Department of Revenue and Taxation, Contracts Sections, Herschler Building, Cheyenne, Wyoming.

APPLICABLE LAWS

The successful Supplier shall keep fully informed on all federal and state laws, including all State of Wyoming Statutes, which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful Supplier shall protect and indemnify the district and its representatives against any claim or liability arising from or based on the violation of any such law, whether by himself or by his employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful Supplier for any of the above reasons.

The parties expressly agree and understand that the provider is not an employee or agent of the district in any sense but is a sole independent contractor.

By submitting their response, Proposers certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. Additionally, Proposers certify they comply with the United States Immigration and Nationality Act (INA) Title 8 of the U.S. Code (8 USC) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

INSURANCE WHEN PERFORMING CONSULTANT SERVICES ON DISTRICT PROPERTY

The proposer shall furnish the District's Purchasing Office with a Certificate of Insurance, which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance on all employees of the proposer based on statutory limits prescribed by and for the State of Wyoming.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Laramie County School District Number One must be shown as an additional insured with respect to this coverage.
- C. Automotive Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Cyber/Data Information Security coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information or other information that uniquely identified an individual and may be of sensitive nature.
 - a. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensic investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission or negligence of the proper officers, agents, representatives, assigns or subcontractors.
 - b. If occurrence coverage is unavailable or cost-prohibitive, the district will accept 'claims made' coverage providing the following conditions are met:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work; and,
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy from with a retroactive date prior to the contract effective date, the proposer must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Wyoming. The Company must be rated no less than "B+" by the latest edition of Best's Insurance Guide, which is published by A.M. Best Company, Oldwick, New Jersey. Any insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. The proposer shall be responsible for notifying the district of any modification to, or cancellation of, these policies during the contractual period: including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

Insurance certificates required within fifteen (15) days after notice. Issuance of a purchase order is contingent upon the receipt of the insurance documents. If the proposer fails to submit the required insurance documents within fifteen (15) business days after verbal or written notice to submit such policies is given to the successful offeror by a District representative, the proposer shall be in default of the contractual terms and conditions and will not be awarded the contract.

ADA COMPLIANCE

The district is committed to making its facilities, services, programs and activities readily accessible to and usable by individuals with disabilities as required by law. The district seeks products and services that will allow it to meet that commitment.

Accordingly, by submitting a response, Bidder/Offeror/Proposer represents and warrants that the products or services to be provided under this Contract will be designed, produced and/or delivered in such a way that will enable the District to comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and the Americans with Disabilities Act, to the extent the products or services may be covered by that act.

Bidders should expect that demonstrations of the devices/equipment/solution may be required during evaluations to confirm claims of compliance. The district reserves the right to request access to devices/equipment/solutions that are fully configured/operational for testing, which shall be furnished at no expense to the district within ten (10) days after receipt of request.

The failure of the contractor to deliver accessible products and services as required by this provision shall constitute a material breach of the contract. If the district notifies the contractor that a person has made a claim against the district concerning accessibility of products or services furnished by the contractor under this contract, the contractor will work with the district to remedy the claim in a timely manner. To the extent that the claim is related to the contractor's products or services, the contractor further agrees that it shall be liable for the actual costs and expenses incurred by the district, including attorney fees and expenses and the monetary amount of any judgements rendered against the district, as a result of such claim. Devices/equipment may be returned at the bidder's expense if found to be non-compliant with the specifications set forth in this solicitation and resulting contract.

FINANCIAL STATEMENTS

The financial statements and budgets for the district can be reviewed at the following website [Finance and Business Services](#)

RESOLUTION OF DISPUTES

Any issues or provisions of the contract in disputes between the District and the Supplier, which, in the judgment of either party to the contract, may materially affect the performance of such party, shall be reduced to writing and delivered to the other party. The District and the Supplier shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner.

The provisions of the contract shall be constructed in accordance with the provisions of the laws of the State of Wyoming, excluding its conflict of law provisions. Any legal proceedings against the District regarding this RFP or any resulting contract thereof shall be brought before the administrative or judicial forums in Laramie County, Wyoming.

GOVERNING LAW

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Wyoming. Wyoming law shall govern regardless of any language in any attachment or other document that the Supplier may provide.

VENUE

Any action between the parties arising from this agreement shall be maintained in the courts of Laramie County, Wyoming.

SEVERABILITY

Should any provisions of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.

GOVERNMENTAL IMMUNITY

The district does not waive governmental immunity by entering into the contract and specifically retains immunity and all defenses available to them as sovereign is pursuant to Wyoming State Law.

CONTINGENT FEES

Supplier hereby represents that Supplier has not been retained by any person(s) to solicit or secure a LCSD#1 contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to, a breach of this contract, and a breach of ethical standards that may result in civil or criminal sanctions.

GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendations, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-Supplier under a contract to the prime Supplier or higher tier sub-Supplier or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanctions.

PERFORMANCE – FORCE MAJEURE

Successful proposers shall be excused from performance hereunder during the time and to the extent that proposer is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. Proposer shall provide the district substantiating evidence that non-performance is due to other than fault or negligence on his part.

NON-APPROPRIATION OF FUNDS

In the event the District is not granted an appropriation of funds at any time during the contract term for the software and services subject to this Agreement to make payments for the next contract term and the funds to make such payments for the next contract term are otherwise unavailable by any lawful means whatsoever, the District shall have the right to terminate this agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to this District. Written notice within 30 days of the fiscal year-end of the lack of sufficient appropriation shall be provided by the district as evidenced by the passage of a motion by the Laramie County School District Board of Trustees specifically prohibiting the district from performing its obligations under this Agreement.

CONFLICT OF INTEREST

Supplier warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, LCSD#1 shall have the right to annul this contract without liability or, at its discretion, to deduct price for consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Each signatory avers that to his/her knowledge, no Laramie County School District Number One employee has any personal or beneficial interest whatsoever in the service or property described herein.

DISCRIMINATION

The District hereby notifies all Proposers it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, sex, national origin, or ancestry in consideration of an award. Proposer hereby agrees that should he/she be awarded this contract, Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin, or ancestry.

TERMINATION

If either party fails to perform its contractual obligations toward the other party, the aggrieved party may, at its option, notify the other party in writing of the nature of the default. The other party will have thirty (30) days from the date of said notice to cure said default. Upon failure to cure said default within the time allowed, the aggrieved party may terminate the contract and/or avail itself of all remedies at law, including specific performance. The district may withhold any payments to the other party for the purpose of setoff.

PERFORMANCE

The successful proposer shall work in good faith with the district to fulfill all requirements of the Invitation. In the event the minimum requirements of the Invitation are not met, the district shall notify the contractor and provisions for resolution of disputes followed. If the contractor is unable to fulfill his obligations, the contract may be considered for termination.

INDEMNIFICATION

Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

CERTIFICATION AND COMPLIANCE

The undersigned agrees to furnish the commodity and/or services stipulated in the attached Invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified.

A signed contract furnished to the successful proposer results in a binding contract without further action by either party.



Chris Martinez

Business Services Administrator

SPECIAL PROVISIONS-GENERAL

INTENT

It is the intent of this proposal to establish the terms, conditions and prices for a **K-2 Dyslexia Screener**, on an open-ended annual contract basis, all in accordance with the attached documents.

SCOPE OF SERVICES

The scope of this proposal is to procure a dyslexia screener or coordinated dyslexia screening system for universal administration to approximately 2,457 K-2 students. The screener should be a brief, valid, reliable, and standardized assessment or screening process used to identify students who may demonstrate characteristics associated with dyslexia or developmental language disorder (DLD) and that is aligned with evidence-based language and literacy instruction.

The proposed system must address both word recognition-related risk and oral language/language comprehension-related risk. The district will consider a single instrument or coordinated system of instruments, provided that the complete proposed system meets all requirements.

Screening results do not constitute a medical diagnosis, clinical diagnosis, or determination of eligibility for special education services. Screening data are intended to inform instructional decision-making, guide the selection of diagnostic assessments when appropriate, support intervention planning, and contribute to progress monitoring decisions within a Multi-Tiered System of Support.

Per Wyoming State Statute, the dyslexia screener shall be administered once each fall for all students in kindergarten through grade 2. Due to this RFP timeline, the district expects the selected vendor to provide an implementation plan that supports administration as soon as practicable following contract award, including training, rostering, technical setup, and implementation support.

CONTRACT PERIOD

The contract period shall commence immediately after Board approval and end June 30, 2028, subject to the renewal options shown below.

RENEWAL

The proposer and the District covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the District be renewed under the same terms and conditions of this proposal or contract except pricing, which may not exceed 5% above the price of the prior agreement, for a period of two (2) additional years, and said option to renew this proposal or contract for a one year period shall be in effect for each year thereafter for a total period not to exceed four (4) additional years. The district shall notify the proposer of its intent to exercise this option in writing prior to the termination of the current contract period. Renewal is Board pursuant.

EXTENSION

The district reserves the option to temporarily extend this contract for a period not to exceed an additional 90 days.

LCSD#1 REPRESENTATIVE

The sole point of contact for this proposal shall be Jodi Rudell, Senior Buyer, 307-771-2197, email: jodi.rudell@laramie1.org. Any questions regarding any aspect of this proposal shall be directed in writing to the buyer specified by email. Every effort will be made to respond to the question(s) in a timely manner.

PRICING

All prices shall be FOB, Cheyenne.

Proposal may not be considered if a service charge, minimum dollar, or minimum quantity is applied.

Travel costs (lodging, meals and incidentals) will be paid according to the current IRS guidelines.

EVALUATION AND AWARD

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to evaluation and scoring.

The evaluation will be conducted as follows:

Part One will be an evaluation of the written proposals where each criterion will be evaluated according to the proposal content listed herein and the completeness of proposals.

Part Two the highest-ranking proposer(s) may be selected to make an oral and/or technical presentation at the discretion of the evaluation committee. This presentation may be via a digital platform or onsite at the discretion of the district. Oral presentations are for the purpose of explaining or clarifying significant elements of the proposal. Elaborate marketing presentations could confuse the issues at hand and are not desired. Proposers will be asked to provide a brief service overview as it pertains to our RFP and to address specific questions prepared by the evaluation committee. This presentation may not exceed two (2) hours. Specific logistics of the presentation will be provided within a reasonable amount of time, and the vendors will be given at least 7 days' notice. The district will not assume responsibility for any costs involved with the presentations.

At their sole discretion, the evaluation committee will make a recommendation for award to the Board of Trustees, determined to be in the best interest of the district. The Board of Trustees will make the final determination for award.

Failure to provide any information requested in this RFP may result in disqualification of proposal and shall be the responsibility of the proposing firm or individual.

Award will be all to one. The award(s) will be covered by a contract issued by the Business Services Administrator.

Final award may be contingent upon Wyoming Department of Education approval.

PURCHASE ORDER

The award will be covered by an open-end contract issued by the Laramie County School District Number One.

CHANGES IN SPECIFICATIONS

Successful contractor shall notify the district immediately of any changes to specifications made by the manufacturer.

Failure on the part of the provider to notify the district in advance of any changes in specifications for the commodity being provided as the result of this agreement may result in revocation of this agreement.

PAYMENT TERMS/CONDITIONS

The service provider shall submit invoices that include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

All such invoices will be paid promptly by LCSD#1 unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The service provider shall provide complete cooperation during any such investigation.

All invoices shall be forwarded to Laramie County School District Number One, 2810 House Avenue, Cheyenne, WY 82001. Any deviation will cause significant delay in payment.

SPECIAL PROJECTS-CONTRACTOR/SUPPLIER

CONTRACTOR IDENTIFICATION

To ensure the safety of our students and staff, the district requires all outside contractors, subcontractors, etc. to obtain a District photo identification badge prior to working on a project as a result of this contract. Contractor personnel who do not pass the background check will not be issued a badge and are not allowed on District property. There is no cost to the Contractor for this background check.

The specific procedures to obtain badging will be addressed with the awardee(s) as applicable after award of contract.

CONTRACTOR/CONTRACTOR'S EMPLOYEE/ AND OR SUBCONTRACTOR CONDUCT

The contractor shall be responsible for the supervision and direction of work performed by its employees, and/or subcontractors. Laramie County School District No. One shall not exercise any control or supervision over contractor's employees and/or subcontractors.

Contractor's employees and/or subcontractors shall observe the hours, rules and policies of LCSD#1 while working on District premises.

The contractor's employees and/or subcontractors shall refrain from smoking, or use of tobacco products as well as alcohol in any District facility, property, or vehicle. Any person wishing to use tobacco products or alcohol must leave the district owned property to do so.

The contractor's employees/subcontractors shall refrain from the use of vulgarities while on District owned property.

The contractor's employees and/or subcontractors shall wear proper attire to include full-length pants or jeans and appropriate shirts. Clothing shall have no vulgarities or sexually suggestive graphics.

Contractor, contractor's employees and/or subcontractors shall not have any contact with students.

Contractor, contractor's employees and/or subcontractors shall have appropriate identification at all times.

At no time shall any contractor, contractor's employee and/or subcontractor be deemed an employee of LCSD#1.

Contractor, contractor's employees and/or subcontractors shall not enter District sites without prior approval of the Superintendent or designee.

Contractor, contractor's employees and/or subcontractors must notify custodian or office personnel of presence in building.

The contractor, contractor's employees, and subcontractors shall confine their activities to the work site and area(s) designated for their use.

Contractor, contractor's employees and/or subcontractors shall not request keys to the district facilities without prior approval from the Superintendent or designee. Under no circumstances shall contractor, contractor's employees and/or subcontractors remove keys from the premises or reproduce keys to any District facility.

CONTRACTOR RESPONSIBILITIES

The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform

the services as specified.

All parts/materials and installations shall comply with provisions of the appropriate code or standard for the project, materials, or services stated herein.

The successful contractor or his personnel shall not proceed with any work on District sites without the prior approval of the Superintendent or designee.

The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the specified work.

The Contractor, contractor's employees and/or subcontractors shall be responsible for the protection of existing District facilities, whether or not such facility is to be removed or relocated.

The Contractor, contractor's employees and/or subcontractors shall not be permitted to drive on lawns, concrete sidewalks or curbs without owner permission.

Any damages to LCSD#1 property as the result of negligence caused by the successful contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by the district.

DISTRICT RESPONSIBILITIES

The district shall provide the successful contractor with full and free access to the area and/or equipment to render service thereon.

SAFETY DATA SHEETS (SDS) AND HAZARDOUS COMMUNICATION

To comply with OSHA Hazardous Communication Standard 29 CFR, Part 1910, Part 1915 and 1926 and the Hazardous Communication Standard 2012 revision:

Laramie County School District Number One requires, if applicable, proposals must be accompanied by Safety Data Sheets (SDS) for each item.

Proposers must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.

All SDS sheets must be identified in the upper right-hand corner with the proposal number and item number, if applicable.

During shipment of items, Department of Transportation rules will prevail.

No product containing asbestos in any form will be considered for award by the district

Pursuant to award of this contract, successful proposer shall provide the following:

- SDS sheets for all awarded products are to be provided within ten (10) days following notification of award or subsequent contract may be withdrawn.
- Secondary container labels are to be provided from the awardee at the request of the district on an as needed basis

SUBSTANCE FREE ENVIRONMENT

The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.

SPECIAL PROVISIONS- TECHNOLOGY

GENERAL INFORMATION

Laramie County School District #1 (LCSD1) is a K-12 School District with 11,700 students and 2,300 employees. We have 40 school and department complexes and 2 charter schools covering 1,592 square miles. Of the schools, two are rural "one-room" K-6 schools with less than 20 students and one elementary school is housed in two geographically separate campuses.

LCSD1 Internet access must be accounted for in the vendor response. We currently share a 10Gb connection to the internet with up to 14,000 users and some automated devices. The most rural sites utilize a wireless 100Mb connection with no cellular service.

LCSD1 offers staff a choice between Microsoft Windows / PC and macOS devices while students and instructional staff each have an Apple iPad. The district manages 5,000 computers and 17,000 iPads with most connecting to the LAN wirelessly, 140+ servers, and many IoT devices. We run Active Directory, Windows 11, the latest versions of iOS, macOS, and Office 365.

LCSD1 uses Tyler ERP for HR, payroll, finance and procurement. We use Infinite Campus as our Student Information System. We use ClassLink Roster Server for rostering applications via OneRoster and ClassLink or Azure AD (preferred) for SSO.

TELECOMMUNICATIONS OR VIDEO EQUIPMENT EXCLUSIONS

By signing the proposal forms attached here, the supplier(s) certify they agree to and will comply with the provisions of 2 CFR 200.216, to include restrictions on telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

ANTITRUST

By entering into a contract, the successful Supplier conveys, sells, assigns and transfers to the district all rights, titles and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Wyoming, relating to the particular goods or services purchases or acquired by the District under said contract.

SYSTEM SECURITY

Proposer shall ensure systems delivered are adequately secure. For purposes of this RFP, adequate security is defined to require compliance with federal and State of Wyoming security requirements and to ensure freedom from those conditions that may impair the district's use of its data and information technology or permit unauthorized access to the district's data or information technology.

The district has established control standards and policies that align with The Center for Internet Security Critical Security Controls. The Proposer shall provide reasonable proof, through independent audit reports, security scans of operating systems, code or the technology environment provided; that the proposed system meets or exceeds federal and State of Wyoming security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the district's data and information technology.

Annual assurance statements shall be delivered to the Contact Administrator. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

PROHIBITED ACTIVITIES AND SPOOFING

Licensors and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt

to violate the security of the district network or interfere or attempt to interfere with the systems, networks, authentication measures, servers or equipment, or with the use of or access to the network by any other user.

Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the District network or other systems, and (iii) attempting to portray itself as the District or an affiliate of the District or otherwise attempting to gain access, without authorization, via the network or systems to any account or information technology resource not belonging to Proposer or its officers, employees, agents, subcontractors, and affiliated users.

Proposer shall not perform unauthorized spoofing or scanning of any kind, including user account identity. Systems shall not spoof the laramie1.org domains or engage in Email Spoofing. Email spoofing is the creation of email messages with a forged sender address. For example, Email spoofing includes creating or sending emails using the district domain.

WRITTEN PROPOSAL CONTENT

The district desires all Proposals to be identical in format in order to facilitate comparison. While the District's format may represent a departure of the Supplier's preference, the district is requiring strict adherence to this format. Variations from the format may result in a Supplier being declared non-responsive.

All items in each section must be addressed in that section

- **IT IS NOT SATISFACTORY TO DIRECT THE DISTRICT TO A WEBSITE OR OTHER SECTION OF THE RESPONSE**
- Variations from the format may result in a Supplier being declared non-responsive
- Responses that are not clear and concise may result in the Supplier being declared non-responsive

The Table of Contents for the Proposal response must be as follows:

Cover Letter/Introduction – Section A

Executive Summary

Firm Profile and Qualifications – Section B

Description of firm

Qualifications and References

Key Personnel Assignments

Proposer Representative

Financial Stability

Statements of Key Project Issues – Section C

General Capabilities

Wyoming Department of Education Standards Alignment

Staff Development

Functionality

Implementation

Reports

Pricing

Proposal Documents – Section D

Proposal Forms

Value-added Information

Exceptions

Proprietary Binder (if applicable)

Statements of Key Project Issues-Technology – Section E

Technical, Security, Privacy, Interoperability, Hosting, and Accessibility Requirements

Technical Architecture and Operations

Identity and Access Management

Systems Interoperability

Data Ownership, Privacy, and Use

Information Security

Backup, Continuity, Disaster Recovery, and Ransomware

Hosting, Maintenance, and Availability

District Administration and Data Access

Accessibility

Exceptions and Supporting Documentation

EXPLANATION OF DESIRED CONTENT

Cover Letter/Introduction- Section A

Executive Summary

Provide an executive summary of the Contractor's Proposal. The summary should include highlight aspects of this proposal that make it superior or unique in addressing the needs of the district.

Firm Profile and Qualifications – Section B

Description of the Firm

Provide a summary description of the origin, background and current size (e.g., annual revenues, number of full-time employees) of the contractor. If the Contractor is comprised of multiple independent divisions with separate lines of business, also provide this information for the division that will be involved in this contract.

Provide a summary describing the Contractor's areas of expertise and resource capabilities as they relate to this proposal. Contractor must show they have been in business for a minimum of five years.

Qualifications and References

The vendors must provide references for successful deployments in at least three (3) K12 School districts. The references must be comparable to our District.

The vendor should supply all of the following information for each reference:

1. Name of K12 School District
2. Name and title of K12 School District contact
3. Phone number and email of K12 School District contact
4. Date of initial service implementation
5. Brief description of how the K12 School District is comparable to ours and why the vendor elected the named public sector business as a reference
6. Description of solution including modules implemented
7. Role of vendor in the project/contract

Key Personnel Assignments

Provide a matrix summarizing the qualifications and experience of key contractor personnel. The matrix is to include the following columns:

- Name
- Position title on this project (e.g., project manager, team leaders, trainer, etc.)
- Job Classification (e.g., manager, programmer, product manager, etc.)
- Listing of three assignments which best demonstrate his/her ability to perform the indicated project assignment
- Minimum number of hours guaranteed to be assigned to this project

Proposer Representative

The proposer shall appoint by name a company representative who shall be responsible for servicing all purchases covered by the contract resulting from the award of this proposal. The appointed representative shall be responsible for, but not limited to the following services:

Correct pricing, back-order control, invoice and voucher procedures, shipping and in general to provide functions as necessary to insure that the account will be maintained in a condition which will expedite ordering, and deliveries, and allow the District to promptly pay all invoices as due.

The proposer shall appoint by name an escalation representative to contact should the company representative be unavailable or non-responsive.

Financial Stability

Provide either a Dunn and Bradstreet, Standard and Poors Rating or a full set of audited financials.

Statements on Key Project Issues – Section C

General Capabilities

Describe the general capabilities of your solution, including the following key indicators:

- Assess word recognition-related skills and risk indicators
- Assess oral language/language comprehension risk indicators
- Be developmentally appropriate for students in kindergarten through grade two
- Identify student risk and inform instructional and diagnostic next steps
- Provide reports that help staff identify domain-specific areas of need
- Provide administration, interpretation, and accommodations guidance to support appropriate use with multilingual learners, culturally and linguistically diverse students, and students with disabilities
- Technical documentation describing the proposed solution's intended K-2 use, validated grade range, constructs measured, administration and scoring procedures, interpretation guidance, and time required for each probe and for the complete screening process
- Evidence that the proposed screener or screening system addresses both word recognition-related risk and oral language/language comprehension risk associated with dyslexia and developmental language disorder
- Reliability and validity evidence supporting the intended screening use, including construct-specific validation, classification accuracy, independently validated reference standards for the constructs claimed, and kindergarten-specific classification accuracy and floor-effect information, where applicable
- Documentation describing how benchmarks, cut scores, risk classification, or other decision rules were developed, validated, and intended to be used
- Documentation describing the populations included in development and validation studies; appropriate use guidance and limitations for multilingual learners, culturally and linguistically diverse students, and students with disabilities along with allowable accommodations.

Wyoming Department of Educational Standards Alignment

Provide a description of current WDE approval status and approved scope, if applicable.

Vendors whose proposed solution is not currently approved for the intended use must explain alignment with Wyoming State Statute and Chapter 57 requirements and describe how they will support the district through any required WDE alternative-review process.

Staff Development

Describe your firm's staff development solutions as they relate, but are not limited to, multiple professional development approaches such as digital instruction, interaction, hands-on learning, small group, Q&A, and live modeling in a learner centered environment.

Functionality

The vendor shall fill in the following functional requirements table if it pertains to the offered solution:

Requirement	Yes	No
The system shall maintain student assessment records and history for all authorized users		
The system shall support standardized, grade-appropriate administration of screening tasks through documented rules, protocols, and scoring procedures.		
The system shall support administration of each required screening probe in no more than ten minutes; the vendor shall identify the total time required to complete the proposed screening process.		
The system shall automatically score, or support accurate standardized scoring of, objectively scored items.		
The system shall calculate task-, domain-, and composite-level scores as applicable, along with risk classification according to the validated scoring model.		
The system shall identify domain-specific areas of difficulty in both word recognition and oral language/ language comprehension.		
The system shall generate student-, family-, classroom-, school-, and district-level screening reports, as applicable to the authorized users. The vendor shall provide samples of these reports and interpretation documentation.		
The system shall explicitly distinguish screening results from diagnosis.		
The system shall provide data-based guidance for instructional planning, progress monitoring, and consideration of further diagnostic assessment.		
The system shall enforce user permissions for access to student and assessment data.		
The system shall maintain an audit trail for assessment administration and scoring.		
The system shall support applicable accessibility requirements without compromising assessment validity.		
The system shall support automated nightly rostering and account provisioning through at least one of the following methods: OneRoster, ClassLink, or secure file transfer protocol (SFTP) uploads.		

Implementation

The vendor should provide the following:

1. A coherent plan describing the training, implementation support, technical support, and fidelity-monitoring resources available to District staff, including the anticipated training time and staffing requirements for implementation. If the proposed solution consists of coordinated instruments or components, the vendor shall identify all components included and describe the combined reporting, training, pricing, implementation responsibilities, and ongoing support provided through the proposed solution
2. Please provide an overview of the staff assigned or likely to be assigned to the implementation.
3. Please explain the process for system testing, configuring, and acceptance
4. Please explain the transition plan for vendor support from implementation to production

Reports

In addition to the “off the shelf reporting” described in the functionality section; please explain the following in relation to your reporting capabilities:

1. Ad-hoc reporting capabilities: The ability for users (please specify which users if not universal) have ad-hoc report capabilities for which data elements and for which students can they generate reports.
2. Custom report definition and dissemination: Please explain if/how specified user's roles could create custom reports and make those reports available for other users to execute. Please include details on which data elements and which students can be included in the reports.
3. Please explain which, if any, reports can be integrated with our District data analytic/reporting tools, specifically, Tableau and Microsoft Reporting Services
4. Tools or methods of extracting raw data in standardized formats such as CSV, XML, JSON, Excel. Please also describe any functionality provided to automate these extracts.
5. Are sample/training reports accessible by LCSD1 staff for our use in internal systems?
6. Please explain any other reporting options/features you want us to know

Pricing

The vendor should provide the following:

1. Provide costs for available modules. The district may or may not select all modules. The module costs should be separate, and the vendor can offer bundle discounts if available. The pricing should be based on the student numbers previously mentioned.
2. Costs for implementation and on-going services
3. The implementation costs should include all set-up, configuration, and training costs as well as the initial period of service (duration to be determined by mutual agreement) (recommendation is to have this renewed each December)
4. The on-going services cost should include systems support/maintenance, future upgrades, new software releases, and other related services.
5. The costs of optional services should also be listed (optional services to include, annual user group conference, training opportunities, online, in-person, and onsite)

Proposal Documents – Section D

Proposal Forms

Insert your signed and completed proposal forms here.

Value Added Services

Proposer shall include any information regarding their company and what additional services, if any are offered. A Response is required either way.

Exceptions

In the event a Supplier wishes to take exception to or deviate from the specifications, requested information or requirements outlined within this RFP, such exception or variation must be clearly set forth in writing. All exceptions will be reviewed prior to acceptance. A response is required either way.

Proprietary Binder

The proposer shall indicate here if a separate binder with proprietary information is included or not. A response is required either way.

Statements on Key Project Issues-Technology – Section E

Section to be scored by technical staff only

Section E: Technical, Security, Privacy, Interoperability, Hosting, and Accessibility Requirements

E.1 Response Instructions

The Proposer shall review all requirements in this section before responding.

For every numbered requirement, the Proposer shall indicate one of the following:

- **Complies:** The proposed solution meets the requirement as of the proposal submission date.
- **Partially Complies:** The solution meets only part of the requirement. The Proposer shall identify each limitation.
- **Does Not Comply:** The solution does not meet the requirement.
- **Not Applicable:** The requirement does not apply to the proposed solution. The Proposer shall explain why.
- **Planned:** The capability is not currently available but is included on the product roadmap. The Proposer shall provide the expected production release date and identify any dependencies.

A statement that a feature is “supported” shall mean that the feature is commercially available, production-ready, covered by the proposed licensing, and supported by the Proposer unless otherwise disclosed.

The Proposer shall clearly identify:

1. Any capability requiring an additional license, module, professional service, third-party product, or additional fee.
2. Any capability available only through customization.
3. Any requirement that cannot be met at the time of proposal submission.
4. Any material differences between functionality demonstrated during the procurement process and functionality included in the proposed price.
5. Any third-party service on which the proposed solution depends.

Requirements designated **Mandatory** are minimum requirements unless the district grants a written exception. Requirements designated **Evaluated** will be considered as part of the proposal evaluation.

E.2 Technical Architecture and Operations

E.2.1 Technical Overview — Mandatory

Provide a technical overview and architecture diagram of the proposed solution. The response shall describe:

1. The primary system components and how they communicate.
2. Whether each component is cloud-hosted, District-hosted, installed on an endpoint, or provided by a third party.
3. All required inbound and outbound network connections, including:
 - Protocols and ports;
 - Fully qualified domain names or IP address ranges;
 - Firewall, proxy, SSL inspection, or content-filtering exceptions;
 - Whether static IP allowlisting is supported;
 - Any peer-to-peer communication; and

- Any unsolicited inbound connection to the district network.
- 4. Internet bandwidth and latency recommendations, including expected usage under normal and peak conditions.
- 5. Endpoint, peripheral, server, storage, database, and other equipment requirements.
- 6. Required browser extensions, agents, applications, drivers, plug-ins, or background services.
- 7. District staffing expectations for implementation and ongoing administration, including:
 - Estimated implementation hours;
 - Recommended ongoing full-time-equivalent staffing;
 - Required technical skills;
 - Routine maintenance responsibilities; and
 - Tasks that cannot be performed by the Proposer.
- 8. All dependencies on District infrastructure or third-party services.
- 9. Supported environments for testing, training, and production.
- 10. The proposed solution's current version, release model, and product lifecycle policy.

E.2.2 Browser Support — Mandatory

The proposed solution shall provide its intended core functionality without Adobe Flash, Microsoft Silverlight, Java browser plug-ins, or other deprecated browser technologies.

Describe:

1. Support for the current and previous major releases of:
 - Microsoft Edge on Windows and macOS;
 - Safari on macOS and iPadOS;
 - Google Chrome, if supported; and
 - Mozilla Firefox, if supported.
2. Any functionality that differs by browser or operating system.
3. The minimum supported browser versions.
4. The process and timeline for supporting newly released browser versions.
5. Whether cookies, local storage, pop-ups, browser extensions, or cross-site tracking must be enabled.
6. Whether the solution operates correctly when third-party cookies are blocked.
7. Any required browser or content-filtering exceptions.

E.2.3 District Device Compatibility — Mandatory

Describe the functionality, limitations, and minimum system requirements for:

1. Windows 11 Education;
2. Supported versions of macOS;
3. Supported versions of iPadOS;

4. Chromebooks or ChromeOS, if applicable; and
5. Any specialized devices required by the solution.

Windows 10 reached end of support on October 14, 2025. If the solution supports Windows 10 under a Microsoft Extended Security Updates arrangement, describe that support separately and identify its termination date.

For each platform, identify:

- Whether the full administrative and end-user experience is available;
- Functions that are unavailable or materially different;
- Required locally installed software;
- Required administrative privileges;
- Supported deployment methods;
- Update and rollback processes; and
- Compatibility with District endpoint management and security controls.

E.2.4 Smartphone and Mobile Support — Evaluated

Describe support for iOS and Android smartphones, including:

1. Whether access is provided through a native application, mobile browser, progressive web application, or another method.
2. Supported operating-system versions.
3. Functions available and unavailable on smartphones.
4. Whether applications can be deployed and managed through a mobile device management system.
5. Whether the application stores District data locally.
6. Whether mobile data is encrypted.
7. Support for device-level controls such as screen-capture restrictions, managed application configuration, selective wipe, and application protection policies.
8. Required permissions, including access to contacts, location, camera, microphone, photos, Bluetooth, or local files.
9. The process and expected timeframe for addressing compatibility with new iOS and Android releases.

E.2.5 Messaging and Notifications — Evaluated

Describe all messaging and notification capabilities, including:

1. Supported channels, such as email, SMS, voice, push notification, in-application messaging, or automated telephone calls.
2. Administrative control over message templates, audiences, scheduling, delivery, and emergency communications.
3. Delivery-status reporting, failed-message handling, and audit logs.
4. Opt-in, opt-out, consent, and preference-management features.
5. Support for multilingual and accessible communications.
6. Any per-message, telecommunications, carrier, or third-party charges.

7. Whether message content or recipient information is processed by subprocessors.
8. Data-retention periods for message content and delivery records.
9. Protections against unauthorized bulk messaging, impersonation, and account compromise.

E.3 Identity and Access Management

E.3.1 Single Sign-On — Mandatory

The district uses ClassLink and Microsoft Entra ID for identity and access management.

Describe the solution's support for:

1. SAML 2.0;
2. OpenID Connect and OAuth 2.0;
3. ClassLink;
4. Microsoft Entra ID;
5. LTI or LTI Advantage, when applicable;
6. Service-provider-initiated and identity-provider-initiated sign-in;
7. Multiple District domains or identity providers;
8. Automated account provisioning and deprovisioning through SCIM 2.0, OneRoster, or another documented method;
9. Group and role synchronization;
10. Just-in-time provisioning;
11. Single logout;
12. Session timeout and forced session revocation; and
13. Emergency or "break-glass" administrator access.

Identify any SSO or provisioning capability that requires an additional license or fee.

E.3.2 Authentication and Administrative Access — Mandatory

Describe:

1. Multifactor authentication support for local and administrative accounts.
2. Whether the District can enforce multifactor authentication through Microsoft Entra ID Conditional Access.
3. Password requirements for any accounts not managed through District SSO.
4. Protections against credential stuffing, brute-force attacks, and account enumeration.
5. Administrative session timeout controls.
6. Support for separate named administrator accounts.
7. Whether shared administrative accounts are permitted.
8. Privileged-access review and approval processes.
9. The procedure for disabling access immediately upon termination or role change.

10. Whether Proposer personnel can impersonate District users or access the application as a District user, and how such access is authorized and logged.

E.3.3 Role-Based Access Control — Mandatory

The solution shall enforce least-privilege, role-based access to District data and functionality.

Describe:

1. Standard roles and the permissions associated with each role.
2. Whether the District can create custom roles.
3. Whether permissions can be assigned by school, department, class, program, user population, or data type.
4. Support for delegated administration.
5. Separation of administrative duties.
6. Periodic access reviews.
7. Reporting showing users, assigned roles, privileges, and recent access.
8. The process for granting, modifying, and revoking access.

E.4 Systems Interoperability

E.4.1 General Integration Requirements — Evaluated

Describe:

1. All standard application programming interfaces, file exchanges, webhooks, and prebuilt integrations.
2. API authentication methods, documentation, versioning, rate limits, and support.
3. Import and export formats.
4. Whether APIs are included in the proposed price.
5. Any restrictions on the district's use of its own data through an API.
6. Integration monitoring, error reporting, reconciliation, and retry capabilities.
7. Whether a test or sandbox environment is available.
8. The party responsible for configuring, testing, monitoring, and maintaining each integration.

E.4.2 1EdTech Participation — Evaluated When Applicable

State whether the Proposer is an active member of the 1EdTech Consortium.

If yes, provide:

1. Membership level;
2. Length of membership; and
3. The product or interoperability activities supported through that membership.

If no, explain how the Proposer monitors and implements relevant education interoperability standards. Membership alone shall not be represented as product certification.

E.4.3 OneRoster — Mandatory for Solutions Exchanging Roster, Course, Enrollment, or Grade Data
State whether the proposed product is certified for OneRoster 1.2. OneRoster 1.1 support may be identified separately for backward compatibility.

Provide:

1. Product name and version covered by certification.
2. OneRoster version.
3. Current 1EdTech certification or registration number.
4. A link to the product's listing in the 1EdTech TrustEd Apps Directory.
5. Certification role or roles, such as provider and/or consumer.
6. Supported exchange methods:
 - CSV;
 - REST API; and
 - Any applicable OneRoster 1.2 profiles.
7. Supported data domains, including:
 - Academic sessions;
 - Organizations;
 - Courses;
 - Classes;
 - Users;
 - Enrollments;
 - Demographics;
 - Resources;
 - Line items;
 - Results; and
 - Categories.
8. Whether the solution reads, writes, or both reads and writes each supported data type.
9. Support for incremental or delta updates.
10. Frequency and scheduling of synchronization.
11. Error reporting, reconciliation, and reprocessing.
12. Authentication and encryption methods.
13. Data-field mapping, custom-field support, and handling of records that do not match.
14. Any OneRoster functions requiring additional licensing or professional services.

If the product is not currently certified, identify the supported version, certification status, known deviations, and

scheduled certification date.

E.4.4 Additional Education Standards — Evaluated When Applicable

Identify applicable 1EdTech certifications or supported standards, including:

- Learning Tools Interoperability (LTI) 1.3 or LTI Advantage;
- Question and Test Interoperability (QTI);
- Common Cartridge or Thin Common Cartridge;
- Competencies and Academic Standards Exchange (CASE);
- Caliper Analytics;
- Open Badges;
- Comprehensive Learner Record;
- Edu-API; or
- Other relevant standards.

For each claimed certification, provide the product version, standard version, certification number, certification role, and link to the current TrustEd Apps Directory listing.

Clearly distinguish formal 1EdTech certification from compatibility, implementation, or planned support.

E.5 Data Ownership, Privacy, and Use

E.5.1 District Data Ownership — Mandatory

The District retains all right, title, and interest in District Data. “District Data” includes student, parent, guardian, employee, applicant, contractor, operational, financial, authentication, usage, metadata, configuration, audit, derivative, and other data submitted to, collected by, generated through, or maintained within the solution on behalf of the District.

The Proposer shall:

1. Access and process District Data only as necessary to provide the contracted services and as expressly authorized by the agreement.
2. Not sell, rent, monetize, advertise against, or commercially exploit District Data.
3. Not use District Data to develop profiles for purposes unrelated to District-authorized educational or operational services.
4. Not combine District Data with data obtained from other customers except where properly de-identified and expressly permitted by the agreement and applicable law.
5. Not disclose District Data except to authorized subprocessors or as required by law.
6. Notify the District before responding to a legal demand for District Data unless legally prohibited.
7. Ensure that authorized subprocessors are contractually bound to protections at least as restrictive as those applicable to the Proposer.
8. Remain responsible for the acts and omissions of its subprocessors.
9. Not retain rights to District Data after expiration or termination of the agreement.

E.5.2 Artificial Intelligence and Machine Learning — Mandatory

State whether the solution uses artificial intelligence, machine learning, automated decision-making, generative AI, or third-party AI services.

The Proposer shall disclose:

1. Each AI-enabled feature.
2. Whether the feature is enabled by default.
3. What District Data is provided to or generated by the AI system.
4. All third-party AI model or service providers.
5. Whether District Data is used to train, fine-tune, evaluate, or improve any shared or generally available model.
6. Whether prompts, outputs, embeddings, logs, or feedback are retained and for how long.
7. Whether the District can disable AI features.
8. Human-review and appeal mechanisms for consequential decisions.
9. Protections against inaccurate, biased, unsafe, or inappropriate output.

Unless expressly authorized in writing by the District, District Data shall not be used to train, fine-tune, or improve an AI model available to other customers or third parties.

E.5.3 Student Data Privacy Agreement — Mandatory

The Proposer shall acknowledge that it has reviewed and will comply with the Standard Student Data Privacy Agreement included as Attachment A.

The Proposer shall identify every requested exception or proposed modification. Silence or a general statement that the Proposer's standard terms apply shall not constitute acceptance.

E.5.4 Data Location and Subprocessors — Mandatory

Provide:

1. The countries and geographic regions in which District Data, backups, logs, and support-access records are stored or processed.
2. A current list of subprocessors, their functions, and processing locations.
3. The process and advance-notice period for adding or replacing subprocessors.
4. The district's options if it objects to a new subprocessor.
5. Whether District Data may be accessed from outside the United States.

District Data shall remain within the United States unless the district provides prior written authorization.

E.5.5 Data Return and Destruction — Mandatory

Upon District request, expiration, or termination, the Proposer shall:

1. Provide a complete export of District Data in documented, nonproprietary or commonly used machine-readable formats.
2. Include applicable attachments, metadata, configurations, relationships, and audit records.
3. Provide data dictionaries and documentation needed to interpret the export.
4. Make the export available without unreasonable technical restrictions or additional fees, except fees expressly stated in the proposal.

5. Securely delete District Data from active systems within 30 calendar days after the district confirms successful receipt of the export.
6. Delete remaining copies from backups according to the documented backup-rotation schedule, unless retention is legally required.
7. Prevent restored backup data from returning to active use except for authorized recovery.
8. Provide a written certificate of destruction signed by an authorized representative.

Identify any technical or legal limitation that would prevent compliance.

E.6 Information Security

E.6.1 Security Program — Mandatory

Describe the Proposer's written information-security program, including:

1. Governance and executive oversight;
2. Risk assessments;
3. Security policies and standards;
4. Workforce security and background screening;
5. Security-awareness training;
6. Asset inventory and configuration management;
7. Access control and privileged-access management;
8. Encryption and key management;
9. Vulnerability and patch management;
10. Secure software development;
11. Logging and monitoring;
12. Incident response;
13. Business continuity and disaster recovery;
14. Third-party risk management; and
15. Periodic independent assessment.

Identify the individual or position responsible for information security.

E.6.2 Independent Assurance — Evaluated

Identify any current certifications, attestations, or independent assessments applicable to the proposed service, such as:

- SOC 2 Type II;
- ISO/IEC 27001;
- ISO/IEC 27701;
- StateRAMP;

- FedRAMP;
- PCI DSS, if payment-card data is processed; or
- Other relevant assessments.

For each item, identify:

1. The covered product, system, and hosting environment.
2. The assessment period and expiration date.
3. Any exclusions or qualifications.
4. Whether the District may review the report under a nondisclosure agreement.

A certification or report covering only the corporate entity shall not be represented as covering the proposed solution unless the solution is within scope.

E.6.3 Encryption — Mandatory

Describe encryption of District Data:

1. In transit, including the minimum supported TLS version;
2. At rest;
3. In backups;
4. On mobile devices or endpoint caches;
5. Within data exports; and
6. During transfer to subprocessors.

Describe cryptographic key ownership, storage, rotation, access, revocation, and separation of duties.

E.6.4 Vulnerability Management and Secure Development — Mandatory

Describe:

1. Vulnerability-scanning frequency.
2. Authenticated infrastructure scanning.
3. Application and dependency scanning.
4. Penetration-testing frequency and independence.
5. Patch and remediation timelines by severity.
6. Handling of zero-day vulnerabilities.
7. Software composition analysis and third-party library management.
8. Code review and security testing before production release.
9. Separation of development, testing, and production environments.
10. Change-control and emergency-change procedures.
11. Whether a software bill of materials can be provided upon request.
12. The process for reporting security vulnerabilities to the Proposer.

13. Whether summary penetration-test results or remediation attestations are available to the district.

E.6.5 Security Incident Notification — Mandatory

The Proposer shall maintain a documented incident-response plan and shall notify the district without unreasonable delay and no later than **[24/48] hours** after discovering a confirmed or reasonably suspected security incident affecting District Data or the contracted service.

The notification shall include, as information becomes available:

1. Date and time of detection;
2. Nature and scope of the incident;
3. Systems and data affected;
4. Known or reasonably suspected impact;
5. Containment and remediation actions;
6. Indicators of compromise when appropriate;
7. Actions recommended for the district;
8. Law-enforcement or regulatory involvement; and
9. A designated incident contact.

The Proposer shall preserve relevant evidence, cooperate with the district's investigation, provide periodic updates, and deliver a written root-cause and corrective-action report.

Describe any limitations on these commitments.

E.6.6 Audit Logging — Mandatory

Describe audit-log capabilities, including:

1. Authentication successes and failures;
2. Administrative and privileged activity;
3. User, role, and permission changes;
4. Data viewing, creation, modification, export, and deletion;
5. Configuration and integration changes;
6. Support personnel access;
7. Security events;
8. Log-retention periods;
9. Protection against alteration or deletion;
10. Search, reporting, and export capabilities;
11. Timestamp and time-zone handling; and
12. Integration with security information and event management systems.

State whether audit logs are available to District administrators without assistance or additional fees.

E.7 Backup, Continuity, Disaster Recovery, and Ransomware

E.7.1 Backup and Retention — Mandatory

Describe:

1. Backup frequency and type.
2. Retention periods.
3. Storage locations.
4. Encryption.
5. Logical or physical separation from production.
6. Use of immutable, offline, or otherwise protected backups.
7. Access controls.
8. Backup-integrity verification.
9. Monitoring of failed backups.
10. Restoration-testing frequency.
11. Whether backups contain all District Data, configurations, attachments, and audit records.
12. The process for deleting District Data from backups.

E.7.2 Recovery Objectives — Mandatory

Provide contractual or standard:

1. Recovery Point Objective (RPO);
2. Recovery Time Objective (RTO);
3. Service-restoration priorities;
4. Dependencies that may affect recovery;
5. Conditions under which the objectives do not apply; and
6. Remedies or service credits when commitments are not met.

Do not answer only with "industry standard," "best effort," or similar undefined language.

E.7.3 Disaster-Recovery Testing — Mandatory

Describe:

1. Exercise frequency.
2. Date and scope of the most recent exercise.
3. Whether tests include full restoration from backups.
4. Whether customers participate.
5. Deficiencies identified and remediation tracking.
6. Manual intervention required during recovery.
7. When the District will be notified during a continuity or recovery event.
8. Whether an executive summary of test results is available.

E.7.4 Ransomware Preparedness — Mandatory

Describe controls for:

1. Preventing ransomware.
2. Detecting malicious encryption or data destruction.
3. Separating backup credentials and infrastructure.
4. Maintaining immutable or offline recovery copies.
5. Revoking compromised credentials and tokens.
6. Isolating affected systems.
7. Validating that restored data is not reinfected.
8. Communicating with the District.
9. Testing ransomware-recovery procedures.
10. Handling ransom demands and involvement of law enforcement.

E.8 Hosting, Maintenance, and Availability

E.8.1 Hosting Model — Mandatory

State whether the solution is:

- Proposer-hosted;
- Third-party cloud-hosted;
- District-hosted;
- Hybrid; or
- Available in multiple hosting models.

Identify all hosting providers and material infrastructure dependencies.

E.8.2 Cloud-Hosted Solutions — Mandatory When Applicable

Describe:

1. Hosting provider and service regions.
2. Production and disaster-recovery regions.
3. Whether District data is logically or physically segregated.
4. Whether hosting costs are included.
5. System availability commitment and calculation method.
6. Service credits and exclusions.
7. Capacity planning and automatic scaling.
8. Bandwidth and latency recommendations.
9. Maintenance windows and advance notice.
10. Whether maintenance can interrupt service during District operating or peak periods.

11. Status-page and outage-notification capabilities.
12. Infrastructure vulnerability management and patching.
13. The division of security responsibilities between the Proposer and hosting provider.

E.8.3 District-Hosted Solutions — Mandatory When Applicable

Describe:

1. Server, processor, memory, storage, database, operating system, and network requirements.
2. Supported virtualization and cloud platforms.
3. High-availability and disaster-recovery architecture.
4. Required third-party software and licensing.
5. Internet-facing services and mobile-application dependencies.
6. Required service accounts and privileges.
7. Frequency and purpose of Proposer remote access.
8. Remote-access authentication, approval, monitoring, and logging.
9. Patch, upgrade, and version-support responsibilities.
10. Backup and restoration responsibilities.
11. End-of-support and upgrade policies.
12. Procedures for securely removing Proposer access.

E.8.4 Maintenance and Support — Mandatory

Describe:

1. Support hours and time zone.
2. Severity definitions.
3. Initial-response and restoration targets by severity.
4. Escalation procedures.
5. Emergency and after-hours support.
6. Included and separately priced support.
7. Release and maintenance schedules.
8. Advance notice for planned outages.
9. Emergency maintenance procedures.
10. Customer notification of material changes.
11. Backward compatibility and deprecation policies.
12. Support for integrations following upgrades.
13. The district's ability to defer or test releases.
14. Service availability reporting.

E.9 District Administration and Data Access

E.9.1 Administrative Capabilities — Mandatory

Describe:

1. District-level administrative functions.
2. Delegated school or department administration.
3. User, role, configuration, integration, and security administration.
4. Reporting and audit capabilities.
5. Bulk-management tools and APIs.
6. Any administrative capability restricted by licensing tier.
7. Any function requiring Proposer intervention.
8. All additional costs associated with administrative access.

E.9.2 Proposer Access to District Systems — Mandatory

Identify every District system, data source, network segment, account, API, or service to which the proposed solution or Proposer personnel require access.

For each, provide:

1. Purpose;
2. Required privilege level;
3. Read, write, update, or delete capability;
4. Authentication method;
5. Duration and frequency of access;
6. Whether access is interactive or automated;
7. Source location of access;
8. Logging and monitoring controls; and
9. Whether a less-privileged method is available.

The solution shall use the minimum access necessary to provide the contracted service.

E.10 Accessibility

E.10.1 Accessibility Standard — Mandatory

The proposed solution, including user-facing, administrative, mobile, help, training, and authentication interfaces, shall conform to WCAG 2.2 Level AA to the greatest extent applicable.

The Proposer shall also describe conformance with:

- Section 508 of the Rehabilitation Act;
- Applicable provisions of the Americans with Disabilities Act; and
- Any other accessibility requirements identified elsewhere in the solicitation.

The Proposer shall disclose all known exceptions and shall not describe the product as “fully compliant” unless the claim is supported by current testing covering the proposed product version.

E.10.2 Accessibility Conformance Report — Mandatory

Provide a current Accessibility Conformance Report based on the appropriate edition of the Voluntary Product Accessibility Template.

The report shall:

1. Identify the tested product and version.
2. State the evaluation date.
3. Identify the WCAG version and conformance level evaluated.
4. Address web, software, electronic document, and support-documentation criteria as applicable.
5. Explain all "Partially Supports" and "Does Not Support" findings.
6. Identify the evaluator and whether testing was internal or independent.

If no current report exists, explain why and provide the date by which one will be completed.

E.10.3 Accessibility Testing — Mandatory

Describe:

1. Automated-testing tools.
2. Manual keyboard-only testing.
3. Screen-reader testing and screen readers used.
4. Browser and operating-system combinations tested.
5. Mobile accessibility testing.
6. Testing involving users with disabilities.
7. Testing frequency.
8. Accessibility testing performed before releases.
9. Defect-prioritization and remediation procedures.
10. Accessibility training provided to product, engineering, quality-assurance, and support personnel.

Automated testing alone shall not be considered sufficient.

E.10.4 Accessibility Roadmap — Mandatory When Gaps Exist

Provide a current accessibility roadmap identifying:

1. Each known material accessibility gap.
2. Affected product area.
3. Severity and user impact.
4. Available workaround.
5. Current remediation status.
6. Target remediation date.
7. Responsible team or role.

Describe how the District will receive updates and how unresolved accessibility barriers will be escalated.

E.10.5 Accessibility Support — Mandatory

Provide:

1. The Proposer's accessibility policy, mission statement, or equivalent.
 2. The name or title of the accessibility contact.
 3. Telephone number and email address.
 4. The process for reporting an accessibility barrier.
 5. Response and remediation targets.
 6. The process for providing an accessible alternative when a barrier cannot be corrected promptly.
-

E.11 Exceptions and Supporting Documentation

The Proposer shall provide a consolidated exceptions table containing:

1. Requirement number;
2. Compliance status;
3. Description of the exception or limitation;
4. Proposed alternative or compensating control;
5. Additional cost, if any;
6. Planned resolution date, if applicable; and
7. Contract language requested by the Proposer.

Supporting documents shall be clearly labeled and cross-referenced to the applicable requirement. Marketing material without a requirement-specific response shall not be considered a complete answer.

STANDARD TRIP PROFILE for CONSULTANT TRAVEL

NOTE: NO Travel arrangements may be made without a fully executed formal contract between the consultant/contractor and Laramie County School District Number One. This contract must indicate whether travel expenses are included in the contract price or will be billed separately. If expenses are to be billed separately, the contract must incorporate reasonable estimate of expenses. Overages may not be reimbursable if they have been misrepresented in order to gain approval.

Laramie County School District Number One is a publicly funded K-12 school district. The district's reimbursement policies and limits reflect this status.

Itemized receipts are required for all reimbursements.

Airfare	- Lowest cost, economy-class airfare is required - Upgrades (first class, seat upgrades, advance boarding, "Earlybird checkin," etc.) are not reimbursable - The District is not responsible for deviations in itineraries which result in higher-cost airfare. To this end: a) Departure date is to be the day prior to the opening session of the conference/event b) Return date is the day the conference/event ends*
Baggage	- Not more than one checked bag, one carry-on, and one personal item per traveler
Airport Parking	- Limited to the daily rate of the economy parking lot in effect at the departure airport on the date of travel
Lodging	- <u>The District follows a "Least-Cost Alternative" policy, lodging selection must be based on a reasonable local rate</u> - Meals (room service, restaurant, etc.) will not be charged to hotel rooms - Conveniences (mini-bar, movies, etc.) will not be charged to hotel rooms - No incidental expenses (valet, laundry, etc.) are reimbursable
Mileage	- Based on current IRS mileage rate in effect at the time of travel - The District does not reimburse in-and-around mileage (to dinner, etc.)
Rental Car	- It is understood that most consultants flying in will arrive at Denver International Airport and require a rental car to reach Cheyenne (approx. 107 miles north on E-470 and I-25) - Reimbursement is limited to the least-cost vehicle available that accommodates traveling party - Upgrade to a 4-wheel-drive vehicle based on weather conditions will not be allowed - Additional options (GPS, entertainment, etc.) are not allowed or reimbursable - E-470 tolls are reimbursable
Taxi/Shuttle	- Airport to hotel/hotel to airport only, no in-and-around fares (dinner, etc.) - Gratuity will not exceed 15% (per Board of Trustees Policy), excess will not be reimbursed
Meals	- Although itemized receipts for meals shall be provided, reimbursement will be limited to the equivalent per diem amount published by IRS/GSA - Alcoholic beverages are NOT reimbursable under ANY circumstances - "Refreshments" claimed (coffee, soft drinks, etc), are subject to the meal reimbursement limit - ANY catered meal, including "continental breakfasts" <u>provided by the District as part of the event</u> MUST be deducted from the individual's daily allowance, whether consumed or not, in accordance with tables in effect (as of 10/01/2018: Breakfast - \$14, Lunch - \$16, Dinner - \$25) - Gratuity will not exceed 15% (per Board of Trustees Policy), excess will not be reimbursed

* Exceptions will be considered ONLY on the basis of flight non-availability, flight cancellation, or road closure

**LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE
PROPOSAL FORMS**

1. Undersigned proposes to provide **K-2 Dyslexia Screener** to Laramie County School District Number One in compliance with the Request for Proposal, Special Provisions, and Minimum Specifications.
2. By submission of this proposal, the proposer certifies that:
 - A. Prices in this Invitation have been arrived at independently, without consultation, communication or agreement with any other person, firm or corporation for the purpose of restricting competition.
 - B. Prices have been verified by the supplier and the conditions of this proposal have been reviewed and accepted by all appropriate parties constituting this offer.
 - C. Prices in this Invitation have not knowingly been disclosed, by the proposer, to any other proposer, and will not be prior to award.
 - D. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
 - E. The individual signing this proposal certifies that he/she is a legal agent of the supplier and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.

Company Name	
Name of Assigned Representative/Agent	
Company's Principal Place of Business	
City, State, Zip Code	
Phone Number (800 preferred)	
Fax Number	
Email Address for Assigned Representative	
Email Address to Receive Purchase Orders	
Name of Escalation Representative	
Email Address of Escalation Representative	
Time period bid prices will be held firm after bid opening for evaluation	
Taxpayer Identification Number	
Employer Identification Number	
Social Security Number (If applicable)	
Incorporated: ☐ Yes ☐ No	If Yes, specify State of Incorporation:
Discounts allowed for prompt payment	20 Calendar Days _____% 30 Calendar Days _____%
Guaranteed delivery days after receipt of order	
Company website (if applicable)	
Company Bid Identification or Quotation Number (If Applicable)	
Bid prices are established for the contract period?	☐ Yes ☐ No

Vendor shall check to certify and/or acknowledge the following:

- ☐ Check to certify the instructions and specifications have been carefully examined
- ☐ Check to certify all terms and conditions noted in the bid are understood
- ☐ Check to certify the pricing has been verified and supplier understands they shall be responsible for any error or omission in the bid offer
- ☐ Check to certify that the execution of a contract constitutes a representation by the Supplier that to the best of the Suppliers knowledge no conflict of interest exists between the District representatives and the Supplier or its employees or agents
- ☐ Check to certify this bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a bid for the same purpose and in all respects is fair and without collusion or fraud. The bidder further certifies that they have not divulged or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever.
- ☐ Check to certify this bid contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement.
- ☐ Check to acknowledge, if applicable, receipt of addendum and/or amendment.

Initial the following:

- ☐ One or more of your employees has/have a familial or business relationship with a District employee and this relationship is disclosed in this bid submittal
- ☐ None of your employees have a familial or business relationship with a District employee

Initial the following:

- ☐ Bidding as Wyoming Resident
- ☐ Non-resident bidder

Initial the following:

- ☐ Bidding as small, minority and women's business enterprise

I, the undersigned, official of the institution named below, certify that I have examined all of the materials contained in this request for proposal.

I also, as an authorized agent of this firm, certify by submission of this form, that neither I nor any of the firm's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State of Wyoming department or Agency.

Company Name

Name of Authorized Rep. – Typed or Printed

Street Address/P.O. Box

Signature of Authorized Representative

City/State/Zip

Date

ATTACHMENT A

STANDARD STUDENT DATA PRIVACY AGREEMENT

NDPA Standard Version 1.0

LARAMIE COUNTY SCHOOL DISTRICT 1

and

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

Laramie County School District 1 (the “**Local Education Agency**” or “**LEA**”) and
_____ (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☐ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The designated representative for the LEA for this DPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA Laramie County School District 1

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

PROVIDER _____

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to LEA teachers or other LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures

that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects

best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

EXHIBIT "B"**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	

Category of Data	Elements	Check if Used by Your System
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	

Category of Data	Elements	Check if Used by Your System
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT “C”

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences,

food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By **[Insert Date]**

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Laramie County School District 1** ("Originating LEA") which is dated January 17, 2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Laramie County School District 1 and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

***Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here**

EXHIBIT "G" – Supplemental SDPC State Terms for Wyoming

Version _____

[The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H" – Additional Terms or Modifications

Version _____

LEA and Provider agree to the following additional terms and modifications:

1. Article II.4, Law Enforcement Requests, is hereby completed by this statement: "Any release of Student Data to law enforcement shall comply with FERPA, including but not limited to the requirement that such information shall not be released without a judicial order and/or lawfully issued subpoena."
2. Article II.5 is hereby completed by this statement: "Provider will provide LEA with DPA with Subprocessors upon request".
3. Article IV.3, Provider Employee Obligation, is hereby amended to read as follows: "Provider agrees to provide training to its employees regarding the requirements of this DPA and require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement".
4. Article IV.6, Disposition of Data, is hereby completed by this statement: "Any disposal of Student Data shall comply with federal and state law addressing record retention".
5. Article V.3, Data Security, is hereby completed by this statement: "Provider shall provide proof of insurance related to cybersecurity of Student Data, including ransomware, and add LEA as an additional insured".
6. Article VII.2, Effect of Termination Survival, is hereby completed by this statement: "Any destruction must comply with federal and state laws concerning record retention".

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