



Request for Proposal

BD2726 Secondary ELD Curricular Resource

TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED PRIOR TO THE
PROPOSAL DEADLINE

LATE PROPOSALS WILL NOT BE ACCEPTED

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with Denver Public Schools (DPS) personnel related to this solicitation is permitted, except as authorized by the Purchasing Director. **Inquiries regarding this solicitation must be submitted, by email to Terri Mellinger, at terri.mellinger@dpsk12.org.** Any contact with other DPS personnel may deem the Supplier disqualified, and the proposal will not be accepted for review.

Denver Public Schools
Purchasing Department
780 Grant Street
Denver, CO 80203
Purchasing@dpsk12.org

RFP SCHEDULE OF ACTIVITIES (subject to change)

EVENT	DATE
Issuance of RFP	September 30, 2026
Questions Deadline via BidNET	October 12, 2026 at 10:00am MT
Proposal Deadline submission via BidNET	October 26, 2026 at 10:00am MT
Evaluation of Proposals	October 26, 2026 - November 6, 2026
Round 2 - Presentations (please save the date)	November 16, 2026 - November 20, 2026
Selection of Proposals - Intent to Award	November 20, 2026
Board of Education: <i>(if needed)</i> Finance and Audit Committee Meeting Consent Agenda Approval Meeting	December 2026
Contract Negotiation of Contract - Final Award	January 2026

REQUEST FOR PROPOSAL BD2726

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EXHIBIT A: HQIM Pricing Template

EXHIBIT B: Insurance Requirements

EXHIBIT C: Sample District Professional Services Agreement

EXHIBIT D: Sample District Software Services Agreement

EXHIBIT E: Sample Data Protection Addendum

EXHIBIT F: InfoSec Questionnaire

If any of the Documents listed above are missing from this package, please contact the Purchasing official, Terri Mellinger at terri_mellinger@dpsk12.org.

REQUEST FOR PROPOSAL BD2726
SECTION I: SUPPLIER ACKNOWLEDGEMENT

Does your offer comply with all the terms and conditions? If no, indicate exceptions Yes_____

No_____

Does your offer meet or exceed all specifications? If no, indicate exceptions Yes_____

No_____

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified. Yes_____

No_____

State percentage of prompt payment discount, if offered. _____%

Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal? Yes_____

No_____

Will the Supplier have access to or collect any student data? Yes_____

No_____

Do you qualify as a certified MWBE? Yes_____

No_____

Do you qualify as a certified SBE under the SBA guidelines? Yes_____

No_____

If a redacted version of your proposal is not received, we will share your master response for CORA purposes. By signing this acknowledgment, you are confirming that you understand.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Supplier, (2) he/she has read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the Supplier in accordance with any terms and conditions set forth in this document, and (4) that the Supplier will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission and (5) **Supplier must acknowledge any and all addendum(a) below by initialing a box with the addenda number in it.** (6) Section V. Code of Conduct and Conflict of Interest Certification shall be signed and returned with the Offer.

Name of Company: _____ Address: _____

City/State: _____ Zip: _____ Contact Person: _____

Title: _____ Phone: _____ Email address: _____

Authorized Representative's Signature: _____

(Offers must contain signature of an authorized agent of the Supplier)

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Phone: _____

Addendum(s) Acknowledged												
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REQUEST FOR PROPOSAL BD2726
SECTION II: GENERAL TERMS AND CONDITIONS

I. APPLICABILITY. These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Suppliers") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

II. CONTENTS OF OFFER

A. General Conditions. Suppliers are required to submit their Offers in accordance with the following expressed conditions:

1. Suppliers shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Supplier of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Supplier.
2. Suppliers are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing Department's procedures, and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Submission of an Offer is deemed as acceptance of all terms, conditions and specifications contained in the District's Solicitations. Any proposed modification must be accepted in writing by the District prior to award of the Contract or Purchase Order.
4. The District reserves the right to reject any and all Offers or any part thereof, to waive any irregularities or informalities, and to award the Solicitation to the Supplier as deemed in the best interest of the District.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of the District.
6. The Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Supplier shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."
7. The Supplier is required to carry proper insurance **See Exhibit B.**

B. Open Records – Disclosure of Information to the District. The Supplier understands that all material provided or produced by the Supplier in response to this Solicitation may be subject to the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-201, et seq. (2006). In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Supplier agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Supplier further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Supplier's intervention to protect and assert its claim of privilege against disclosure under

this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

C. Clarification and Modifications in Terms and Conditions

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Specifications outlined in this Solicitation, the Specifications then the Special Terms and Conditions will prevail.
2. If any Supplier contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Supplier must submit a **written request** (either via email or BidNet as determined on the Question Deadline on the RFP Schedule of Activities on page 1) for clarification to the District's Contact person as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Denver Public Schools utilizes Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado> to distribute official copies of the Solicitations, and any addenda for use in preparing Offers. Suppliers are responsible for checking BidNet to retrieve any addendum (a). Supplier shall certify its acknowledgment of the addendum (a) on the Supplier Acknowledgement Form and return it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Suppliers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Suppliers shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
3. The Supplier, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Supplier also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Suppliers are hereby placed on notice

that any and all Suppliers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. All corrections made by the Supplier must be initialed by the authorized agent of the Supplier.
2. Offers must contain a signature of an authorized agent of the Supplier in the space provided on the Solicitation Supplier Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Supplier's authorized agent fails to sign and return the original acknowledgement form of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Supplier on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specifications Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Supplier. No changes in the Offer shall be allowed after the date and time that the Offers are due.
6. The proposal shall be formatted based on the requirements listed in Section IV and shall be numbered and combined into one single file.

B. Submission

1. **In person submittals will not be accepted.** Proposals must be uploaded and submitted through Rocky Mountain E Purchasing (BidNet) by or before the due date and time. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.
2. In the event that there is a CORA request the District asks that each Supplier submit one (1) separate redacted version of their proposal. Be sure to clearly mark each proposal file as "Master" or "Redacted". The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
3. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Supplier is submitting its Offer. The Supplier shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
4. Offers submitted via facsimile machines or email will not be accepted.

- C. Late Offers.** Offers received after the date and time set for the opening shall be considered non-responsive.

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A.** BidNet allows users to modify Offers prior to the time and date set for the Offers to be opened.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. On BidNet, users may withdraw their Offer up until the deadline.
2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Such requests must be made in writing on company letterhead. If an Offer is withdrawn by the Supplier during this ninety day period, the District may, at its option, suspend the Supplier from the bid list and may not accept any Offer from the Supplier for a six month period following the withdrawal.

V. REJECTION OF OFFERS

- A. Rejection of Offers.** The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Suppliers;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;
4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or;
5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any Supplier or challenger as a result of these determinations or decisions by the District.

- B. Rejection of a Particular Offer.** The District may, at its sole and absolute discretion, reject an Offer under any of the following conditions:

1. The Supplier misstates or conceals any material fact in its Offer;
2. The Supplier's Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications;

5. The Offer has not been executed by the Supplier through an authorized signature on the Specifications Supplier Acknowledgement.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to faithfully perform any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
3. An Offer may not be accepted from, nor any contract awarded to, any person related to any District employee and such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Supplier or the District employee.

D. Right to Waive Bids. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. EVALUATION CRITERIA. Offers received will be evaluated based on the criteria identified in Section IV. These criteria will form the basis for review of the written proposals.

VII. AWARD OF CONTRACT. The District shall award a contract to a Supplier through the issuance of a Contract or Purchase Order. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Supplier's Offer, and the Contract or Purchase Order are collectively an integral part of the contract between the Denver Public Schools and the successful Supplier. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. APPEAL OF AWARD. Suppliers may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Purchasing within 72 hours after the recommendation of award is posted on BidNet, provided that the appeal is sought by the Supplier prior to the District finalizing a contract with the selected Supplier.

IX. NEGOTIATIONS. The District reserves the right to conduct negotiations with Suppliers and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Suppliers in response to CORA requests. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

X. CONTRACTUAL OBLIGATIONS

A. Local, State and Federal Compliance Requirements. Successful Suppliers shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

- B. Disposition.** The Supplier shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees.** All employees of the Supplier shall be considered to be, at all times, employees of the Supplier, under its sole direction, and not an employee or agent of the District.
1. The District may require the Supplier to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 2. The Supplier shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Supplier receives prior written permission.
 3. In accordance with the District's policy regarding the use of tobacco and marijuana products, no employee of the Supplier shall be permitted to use tobacco and marijuana products when performing work on District property.
 4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of Suppliers should be coordinated through the Purchasing Department.
 5. **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. A Colorado Bureau of Investigation criminal history check and Name Check investigation for any person providing services under this Contract do not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Contract shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.
 - a) Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving:

(i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Contract and may result in the immediate termination of this Contract and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Contract. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, the Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Supplier defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Supplier any difference between the Supplier's price and the price to be paid to the next lowest Supplier, as well as any costs associated with the re-solicitation effort.

E. Material Priced Incorrectly. As part of any award resulting from this process, Supplier(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, the Supplier(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

XI. MODIFICATIONS TO EXISTING CONTRACT. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Supplier provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications to the existing contract must be expressed in writing through an Amendment to the contract and executed by authorized agents of the District and the Supplier prior to the enactment of such modifications.

XII. TERMINATION OF CONTRACT

- A.** The District may, by written notice to the successful Supplier, terminate the contract if the Supplier has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B.** The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

XIII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the Owner in the manner specified by the Owner. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

XIV. FORCE MAJEURE Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

REQUEST FOR PROPOSAL BD2726
SECTION III: SPECIAL TERMS AND CONDITIONS

- I. **PURPOSE:** To provide Denver Public Schools with a Secondary English Language Development curriculum. This includes resources that address needs of Multilingual Learners (MLLs) in a Dedicated ELD block focused on language at all ACCESS levels and includes differentiated support for newcomer/new-to-country students and Long Term Multilingual Learners (MLLs).
- II. **TERM OF CONTRACT:** March 2027 - June 2032 (5 years) with two (2) - one (1) year options to renew.
- III. **OPTION TO RENEW FOR SUBSEQUENT YEARS:** The prices or discounts quoted in this Solicitation shall prevail for a five-year period from the effective date of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods. This option is a District prerogative and not a right of the Supplier and will be exercised only when such continuation is clearly in the best interest of the District. The optional renewal periods shall not exceed two years. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Supplier of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Supplier by the manufacturer or supplier. The Supplier shall notify the District of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Supplier and/or to terminate the contract with the Supplier based on such price adjustments.
- IV. **CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Terri Mellinger at terri_mellinger@dpsk12.org. Unauthorized contact with a District employee other than the Purchasing Agent regarding this RFP may result in disqualification.
- V. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via BidNet. The Supplier submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent on BidNet by the question deadline stated on the cover page of this solicitation.

Any official interpretation of this Solicitation must be made by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

- VI. **METHOD OF AWARD:** Proposals will be evaluated in three distinct phases. Progression to the next phase is not guaranteed.
 - 1. **Phase 1: Compliance Screener (Pass/Fail):** Verification of mandatory requirements (Aligned Scope & Sequence, Spanish Parity, AI Ethics, Accessibility, Technical Specs). Proposals failing ANY check here are

disqualified as we are unable to adopt and implement in alignment with state and district policy.

2. **Phase 2: Quality & Technical Review (Scored):** Proposals that meet the compliance requirements will move forward with a comprehensive review to be evaluated based on compliance to the RFP, past performance and references, technical compliance including alignment to the [content specific HQIM Rubric](#), Schedule and Project Implementation and Pricing.
3. **Phase 3: Finalist Presentations (Ranking):** A limited number of proposals will move to round three to present an Implementation support plan. Presentations must align with [DPS expectations](#).

The District reserves the right to conduct negotiations with Suppliers and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Suppliers. Once the award is made and contract is finalized, the solicitation file and the proposals contained therein are in the public record.

The District reserves the right to make multiple awards from this process. The District further reserves the right to periodically open this RFP to add more pre-qualified offers

- VII. **METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED SERVICES:** The successful Supplier shall submit an invoice to the District's Accounts Payable Department at Invoices@dpsk12.org. The invoice shall reference the appropriate Purchase Order number, the service address(s), a detailed explanation of the work that was performed at the location, and, if applicable, the model and serial numbers of each piece of equipment that was serviced and/or repaired by the Supplier in conjunction with the corresponding invoice. The periodic invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the District in advance of the service being performed.
- VIII. **SALES TAX:** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Suppliers should be aware of the fact that all materials and supplies which are purchased directly by the Supplier in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Supplier.
- IX. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Supplier shall not avail itself of such manifestly unintentional error or omission, but must have the same explained or adjusted by the District's Project Manager before proceeding with the work in question.

- X. COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO - Multiple Assembly of Procurement Officials, CEPC - Cooperative Educational Procurement Council). We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Supplier(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.
- XI. INDEMNIFICATION:** The successful Supplier shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Supplier's contractual obligations as outlined in this Solicitation. The Supplier or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.
- XII. EQUAL OPPORTUNITY:** Denver Public Schools intends and expects that the contracting processes of the District and its Suppliers provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Suppliers make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, Suppliers, or otherwise. Accordingly, the Supplier shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Supplier shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Supplier shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
- XIII. ACCESSIBILITY:** Contractor shall, at all times, comply with, and ensure that all Services provided under this Agreement are in full compliance with the following standards, as they may be amended or updated: (1) all applicable provisions of §§ 24-85-101, et seq., C.R.S.; (2) all accessibility standards for individuals with disabilities adopted by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section § 24-85-103, C.R.S.; (3) all other State of Colorado technology standards related to technology accessibility; and (4) Levels A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG). Contractor shall indemnify, hold harmless, and defend the District, and its board members, employees, and agents, from all costs, expenses, claims, damages, liabilities, attorney fees and related costs, and any other amounts (collectively, "Losses"), incurred by the District arising from or relating to the Contractor's noncompliance with accessibility standards for individuals with disabilities adopted by OIT pursuant to Section §§ 24-85-103, et seq., C.R.S.

- XIV. WORK PRODUCT:** Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively “materials”) delivered by Supplier in performance of its obligations under this contract shall be the exclusive property of Denver Public Schools. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the “State”), or Denver Public Schools, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.
- XV. ARTIFICIAL INTELLIGENCE:** Supplier shall disclose to Denver Public Schools whether it uses any artificial intelligence (AI) in performance of its obligations under this contract. Supplier will not use Denver Public Schools data to create, train, or improve artificial intelligence models or systems. In addition, Supplier will comply with applicable laws and regulations, including but not limited to, the Colorado AI Act, C.R.S. § 6-1-1701 et seq.

REQUEST FOR PROPOSAL BD2726
SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA

I. OVERVIEW

- A. The District is the largest school district in Colorado. It employs approximately 14,000 employees, and serves over 88,000 students. The District is unique in that the city, county and school district, as established by the state constitution, have the same geographical boundaries. The school district covers approximately 200 square miles. Established as a school district in 1902, Denver is one of the finest urban school districts in the nation. The District operates approximately – (4) ECE-K, (95) elementary schools, (17) ECE-8, (3) ECE-12, (32) middle schools, (13) 6-12, (43) high schools, (1) adult education center, and participates in the Rocky Mountain School of Expeditionary Learning. The District is housed in approximately 250 buildings, within the Denver Metro Area.

School communities have been given authority to make decisions on many issues affecting their local schools. Each school has a collaborative decision-making team consisting of parents, teachers, students (in the high schools), and business representatives who are elected yearly by their peers, and the school principal.

The Denver Public Schools are governed by a seven-member Board of Education. Members are publicly elected to four-year staggered terms. Five members of the School Board represent a geographic district of the city and two are at-large. Board members are responsible for setting policies for the overall operation of the District, as well as evaluating and hiring a superintendent to oversee the District's daily operations.

The Superintendent is responsible to the Board of Education for carrying out District policy, administering the operation of the District and schools, supervising all District personnel and advising the Board of Education on all educational matters for the welfare and interest of the students.

- B. The purpose of this solicitation is to purchase a **Secondary English Language Development curriculum. This includes resources that address needs of Multilingual Learners (MLLs) in a Dedicated ELD block focused on language at all ACCESS levels and includes differentiated support for newcomer/new-to-country students and Long Term Multilingual Learners (MLLs)**. Implementation will begin with a strategic phased rollout to scale to a full district-wide adoption, designed to meet the needs of DPS' large population of diverse learners. The District believes that all DPS students are entitled to learn with High-Quality Instructional Materials (HQIM), across a comprehensive academic program, to ensure they have equitable access to rigorous instruction.

This adoption is explicitly designed to strengthen the Instructional Core—the dynamic interaction between the teacher, the student, and the content. By anchoring this relationship in high-quality, culturally responsive materials, we ensure that

educators are supported to deliver rigorous instruction and that students are actively engaged in their own language development and growth.

These instructional materials must represent and honor the richly diverse backgrounds and experiences of all our students, especially those historically underserved and underestimated. We will honor the brilliance and exceptionalities of each student and support their development as members of a global community ready to write their own success narrative and impact change, so that every learner will thrive.

II. SCOPE OF WORK

- A. **DPS HQIM Quality Criteria: The ideal curriculum will include the following elements in alignment with our [DPS Vision for HQIM](#).**
- B. **COHERENCE:** HQIM have an intentional, coherent scope and sequence, progressively building on prior knowledge and skills, covering all necessary areas of content and skills for the subject or grade level.
 - 1. **Alignment with Standards:** HQIM aligns with [WIDA English Language Development \(ELD\) Standards Framework, 2020 Edition](#), including grade-level Language Expectations, Key Language Uses, and Proficiency Level Descriptors, alignment to WIDA ACCESS assessment expectations and Colorado English language proficiency growth/redesignation requirements, as applicable.
 - 2. **Evidence-Based:** HQIM are built upon educational research, proven pedagogical approaches, and explicit instruction that supports teacher self-study to effectively know when and why to use these pedagogical approaches.
 - 3. **Content Accuracy:** HQIM are content rich, factually correct, and based on current research and knowledge.
 - 4. **Independently evaluated:** HQIM are reviewed by independent, nationally recognized and/or state curriculum reviews (e.g., EdReports), when applicable to the content area.
- C. **CULTURALLY AND LINGUISTICALLY SUSTAINING:** HQIM are culturally and linguistically sustaining, reflecting the diverse backgrounds, cultures, languages, and experiences of all DPS students and communities, developing students' abilities to connect across cultures. Included authentic resources are written and developed by racially, culturally, and linguistically diverse perspectives.
 - 1. **Respect for All:** HQIM are free of stereotypical views which undermine the dignity and status of any group whether expressed or implied by statement, visual image or omission, unless intentionally included for critical examination to challenge those stereotypes through a counter-narrative.

2. **Student Centered:** HQIM affirm students' diverse identities and funds of knowledge, encouraging student voice and agency, integrating their interests and experiences to enhance instruction.
 3. **Integrated Skill Development:** HQIM foster student engagement, inquiry, social emotional learning, and cultural competence through the cultivation of critical thinking, problem-solving, communication, and critical consciousness.
 4. **Relevant & Engaging:** HQIM content is meaningful and interesting to students, connecting to real-world applications so that students see the relevance of what they are learning to their lives and the world around them.
- D. **DESIGN AND USABILITY:** HQIM are visually appealing, capturing and maintaining educator and student interest. Materials provide teacher and student-facing lesson-level materials with clear instructions and implementation supports.
1. **Clear and Rigorous Objectives:** Instructional materials provide teacher and student-facing unit and lesson-level materials and implementation supports that build knowledge and skills through clear, rigorous learning objectives and tasks that support student growth on CDE "on track" language trajectories.
 2. **Differentiation & Adaptability:** HQIM equitably support each learner utilizing instructional strategies that provide multiple entry points for diverse learning needs, with guidance for making adjustments based on student needs.
 3. **Assessment Tools:** HQIM enable frequent progress monitoring through embedded and aligned formative and summative assessments to gauge student understanding and progress with multiple opportunities and ways to demonstrate learning, and to guide responsive instructional decisions.
 4. **Technology Integration:** Technology increases access to content and resources, enhancing opportunities for student collaboration and teacher analysis of student performance to inform instructional practice. The instructional materials can integrate with and are compatible with DPS digital tools and platforms (Schoology, InfiniteCampus, Illuminate).
- E. All curriculum must comply with our legal requirements including the Consent Decree, AI Law, Accessibility Law, etc.

III. Scope of Work

- A. Curriculum Specifications: All Suppliers must submit the following:
1. Detailed Scope and Sequence or curriculum map that includes the following:
 - a) Description of all units for all grades 6-12 including the language focus (grammatical forms) of the ELD instruction for each ACCESS level and the estimated number of days for each unit
 - (1) Description of how content topics that language is taught through is appropriate for secondary students and aligns with grade-appropriate core content areas (Social Studies, Science, Math, Language Arts) including description of how materials:

- (a) are genuinely age-appropriate for adolescents;
 - (b) build academic knowledge rather than using content merely as a vehicle for grammar exercises;
 - (c) intentionally prepare students to participate in grade-level courses;
 - (d) address disciplinary language across ELA, math, science, and social studies;
 - (e) include authentic secondary texts/tasks;
 - (f) provide appropriate cognitive demand at every proficiency level
- b) List of daily lessons within each unit that explicitly names language function and form being taught – submit lessons for 45 minutes. The period duration for each grade level should be clearly indicated. If lessons can be adapted for different time blocks or accelerated pacing, please include information on how those adaptations can be made and what considerations should be applied.
- (1) The ideal product will include options for intervention/extension to accelerate and target specific skills (i.e. foundational literacy skills)
- c) List of language competencies and skills addressed in each unit that will be taught in each unit via coherent units of study and associated scope and sequence. Indicate when a target skill (language form or function) is targeted for practice or mastery.
- (1) Note progress monitoring structures and data sources available to indicate if students are on track/off track and available curricular supports to address noted needs
- d) Alignment with [WIDA ACCESS framework](#) and how program is differentiated based on WIDA ACCESS levels.
- e) Description of how instruction is differentiated across WIDA English language proficiency levels and how teachers use proficiency-level descriptors, formative assessment, student work, and other relevant evidence to adjust language supports while maintaining grade-appropriate cognitive expectations.
- f) Breakdown of teacher and student materials, digital, manipulative kits or hands-on materials if applicable

- (1) Overview of all materials needed for instruction and purpose.
 - (2) Overview of additional instructional materials and resources, where applicable (e.g., visuals, realia, multimedia, language supports, or hands-on resources)
 - (3) Inventory list of consumables and non-consumables including videos or images of materials
 - (4) Suggested list of material vendors if not provided by vendor
 - (5) CLEARLY note any materials that will be required for instruction, but will not be provided with the curricular materials.
 - (6) CLEARLY note any materials that are still in development
 - (7) Platform and resources must be user-friendly (i.e. all resources for a lesson in one place, least number of clicks)
- g) List of formative assessments within each unit with a brief description of the assessment including language domain assessed, rubric, scoring guidance, and answer keys
- (1) Formative assessments should include assessment of all four language domains (reading, writing, speaking and listening)
 - (a) Across each instructional unit and the curriculum as a whole, students should have multiple authentic opportunities to demonstrate growth in listening, speaking, reading, and writing. Assessments should appropriately integrate language domains where authentic to the task and provide clear scoring guidance aligned to language expectations and instructional objectives.
 - (2) Include description of data tracking and reporting options for progress monitoring purposes
- h) List of summative (unit) assessments at the end of each unit with a brief description of the assessment including rubrics, scoring guidance, and answer keys.
- (1) Summative assessments should include assessment of all four language domains (reading, writing, speaking, and listening)
 - (a) Across each instructional unit and the curriculum as a whole, students should have multiple authentic opportunities to demonstrate growth in listening,

speaking, reading, and writing. Assessments should appropriately integrate language domains where authentic to the task and provide clear scoring guidance aligned to language expectations and instructional objectives.

(2) Include description of data tracking and reporting options for progress monitoring purposes

- i) The research base for the program (include any citations or summary of scholarly research).
- j) List of independent, nationally recognized and/or state curriculum reviews for the program submission (e.g., EdReports). Include links to or copy of reports.
- k) Options for customization/alignment to current content resources (i.e. Math, Language Arts) to ensure targeted language support and transfer.
- l) Culturally sustaining materials and instructional strategies that are responsive to students of all cultures, languages, ethnicities, etc. (images, topics, questions, instructional moves, etc.)
- m) Differentiation to support students at all ACCESS levels, including resources that address needs of Multilingual Learners at all ACCESS levels and includes differentiated supports for Long-Term MLLs, newcomer/new-to-country students, students with interrupted formal education and students with disabilities.

(1) Supports for newcomer/new-to-country students should include coherent approach for students entering U.S. schools with limited or interrupted formal education, including accelerated development of foundational literacy where appropriate, while maintaining age-appropriate content, texts, tasks, and expectations.

(2) Supports for Long-Term MLLs should address students who:

- (a) have developed conversational English but need more sophisticated academic language;
- (b) have plateaued in language development;
- (c) need explicit instruction in complex syntax, discourse, vocabulary, and academic register;

- (d) need access to rigorous grade-level texts/tasks without being placed in remedial content;
- (e) need opportunities to transfer language into core content classes.

(3) To ensure the curricular resource meets these needs, DPS is open to considering multiple curricular options (and possible consultant/co-writing options)

B. Implementation & Professional Learning Support: All Suppliers must submit a comprehensive, multi-year professional learning plan that aligns with the [DPS Professional Learning Standards](#). The proposal must demonstrate a commitment to **Strategic Partnership**, moving beyond a transactional purchase to a collaborative relationship that builds long-term district capacity. The plan must include:

- **Strategic Partnership & Contextual Design:**
 - **Co-Creation for School Types:** Vendor must collaborate with DPS Academics to co-create **context-specific implementation plans** tailored to the unique needs of different school types (e.g., innovation, traditional, ECE-8).
 - **Lesson Customization:** Explicit opportunities for the vendor and DPS Content Team to **customize or redesign lessons** to ensure they meet the specific cultural and linguistic context of DPS students while maintaining high-quality standards.
- **Role-Specific & Differentiated Professional Learning:**
 - **Differentiation for Educators:** Training must be distinct and specialized for various roles, ensuring relevance and depth. Required tracks include:
 - **Teachers:** Focus on **internalization**, active learning strategies, and differentiating instruction to meet diverse student needs (Multilingual Learners [MLLs] of various backgrounds/language proficiency levels, Students with Disabilities [SWD], Advanced Learners).
 - **Leadership Support:** Targeted sessions for **Senior Team Leads (STLs), School Leaders, Central Leaders, and Principal Supervisors**. Content must focus on how to observe, coach, and support integrity of implementation.
- **Ongoing Implementation Support (Years 1-3):**
 - **In-Person & Job-Embedded:** On-site support offered throughout District-wide PL days, utilizing active learning strategies (modeling, practice, feedback).

- **Data-Driven Coaching:** Ongoing cycles of classroom observation and feedback provided to leaders to inform real-time adjustments to the PL scope.
- **Co-Calibration:** Facilitators will co-observe classrooms alongside District leaders and Principal Supervisors to calibrate on implementation integrity and instructional quality.
- **Capacity Building (Train-the-Trainer):**
 - **Facilitator Certification:** A formal **certification or competency verification pathway** for DPS Professional Development facilitators to sustain the work internally. This ensures DPS staff are qualified to train new hires and maintain program integrity in future years.
- **Long-Term Differentiation (Year 2 & 3):**
 - **Data-Responsive Design:** Design and delivery of **differentiated PL offerings** in the summers before the 2028-29 and 2029-30 school years. These sessions must be explicitly tailored to address specific trends and gaps identified in classroom observation data.

C. Technical & Delivery Requirements

1. All Suppliers must describe their plan to meet the technical requirements:

a) Scaling Up

- (1) What is your capacity to scale up all operational aspects to meet DPS curriculum needs?
- (2) What is the capacity of your warehouse/supplier to scale up rapidly to meet DPS volume and deadlines?
- (3) What is the capacity of any sub-contractors you work with to scale up and meet DPS curriculum needs?

b) Deliveries

- (1) Ability to receive orders, prepare and pack materials according to DPS specifications within 3-5 weeks of receiving the purchase order/s from the Purchasing Department.
- (2) Capacity to meet detailed delivery requirements within a designated 3-5 week window. This designated timeframe will be discussed during the contract period and dependent on the issue of the purchase order/s. We do not expect the vendor to anticipate our timelines without planning. We will work with the vendor to decide if one PO or one PO per school site provides better labeling information for the next requirement.

- (3) Ability for the district to order materials on an as-needed basis in the exact item counts. The vendor shall not impose minimum order, mandatory bundling, or volume caps.
- (4) Ability to provide tracking number for deliveries via XML or Google Sheets based on specific campus/warehouse location.
 - (a) Ability to meet customized labeling requirements (Box # of [total number of boxes for school] and specific contents of box.)
 - (a) Boxes must not exceed **40 lbs** for safety.
 - (b) Boxes must be **sturdy, taped securely**, and able to withstand transport.
 - (c) School name and Point of Contact
 - (d) District PO number
 - (e) Contents summary (e.g., "Grade 3 ELA Teacher Editions")
 - (ii) Teacher materials and student materials must be clearly separated.
 - (a) Bundled items should be shrink-wrapped or boxed together with a visible item list.
 - (iii) A detailed "What's in the Box" checklist from the vendor that teachers can use to unpack their resources.
 - (iv) Picture on the outside of boxes detailing what is inside of the box.
- (b) Barcoding Non-Consumable Resources (District Specifications)
 - (i) Barcodes must use the district-approved symbology:
 - (a) Symbology/Format:
 - (i) Symbology: **Codabar** or **Code 39**
 - (ii) Prefix: **47137**
 - (iii) Length: **14-digits** (e.g. "47137003456789")
 - (iv) Text: **Denver Public Schools**
 - (v) Label size: 2" X .625" (50.8mm X 15.88mm)
 - (vi) Density: Standard
 - (vii) Check digit: no check digit

- (viii) Single or Paired: Single
 - (ix) Start Number: 4 7137 (check with district contact for number range.)
- (ii) Each barcode must be unique and correspond to the item's district-assigned **Resource ID**.
- (iii) Barcodes must be scannable using standard inventory scanners and mobile devices.
- (iv) Barcode must be placed on the **back cover**, upper right corner.
Position: **½ inch below the upper edge** and **½ inch from the right edge**.
Do not place barcodes over publisher printing, ISBN barcodes, or copyrighted content.
- (v) Kits, Boxes, and Manipulatives Sets:
 - (a) Barcode must be placed on the **front-facing side** of the package.
 - (b) If the kit has a lid and base, place the barcode on the **lid**, not the box bottom.
 - (c) Avoid seams, textured surfaces, or areas with heavy graphics.
- (vi) Barcode File Submission
 - (a) Vendors must submit a digital spreadsheet containing barcode numbers and item associations prior to production. The spreadsheet must include:
 - (i) Resource ID
 - (ii) Program/Title
 - (iii) ISBN (if applicable)
 - (iv) Item description
 - (v) Grade level
 - (vi) Quantity produced
 - (vii) Where resource is being shipped to.
 - (viii) The district will review and approve the file before printed labels are applied.
 - (b) Before materials are boxed and shipped:
 - (i) Vendor must scan-test each barcode to ensure readability.
 - (ii) Any unreadable or misprinted labels must be replaced.

- (iii) Final verification report must be shared with the district, confirming:
- (iv) All required items were barcoded
- (v) All labels match the approved file
- (vi) No duplicate numbers exist

c) Customer Service and Communications

- (1) Ability to dedicate a customer service manager for the DPS program that will provide regular, proactive, and transparent communications and technical support throughout the partnership available Monday-Friday 9:00-4:00 MST.
- (2) Capacity to provide a customer service team to support the District and schools implementing the curriculum program in-person and/or virtually

IV. Pricing & Cost Structure Requirements: Vendors must submit a detailed pricing proposal. See [Google Sheet template](#) for example. Proposals must be inclusive of all costs required for a full-scale district implementation and replenishment and replacement cost. The pricing model must be broken down by the following line items:

I. Core Instructional Materials

- **Student Materials:** Price per student for both print materials and digital licenses.
- **Teacher Materials:** Itemized price per teacher bundle (Teacher Editions, digital access, answer keys).
- **Consumables vs. Non-Consumables:** Explicit separation of annual recurring costs (consumables) vs. one-time purchases (durable goods).
- **Manipulative Kits:** Detailed cost per classroom kit, including a complete bill of materials for each kit.

II. Add-Ons & Supplemental Resources

- **Teacher Toolbox:** Cost for access to supplemental digital libraries, differentiation resources, and instructional planning tools.
- **Personalized Learning Platform:** Cost per student for computer-adaptive practice tools (e.g., i-Ready, ALEKS, Dreambox equivalent) that adjust to

student performance levels.

IV. Professional Learning (PL) & Support

- **Initial Training:** Day rate or session rate for initial launch training (in-person vs. virtual).
- **Ongoing Coaching:** Costs for job-embedded coaching days or "Train the Trainer" certification for DPS academic leads.
- **Asynchronous Modules:** Access fees for on-demand PL libraries.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS: To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

1. General Formatting & Page Limit

- a. **File Format:** Proposals must be submitted as a single PDF file (excluding the Pricing Sheet, which must be an Excel/Google Sheet).
- b. **Page Limit:** The main proposal narrative must not exceed 40 pages. Appendices (e.g., full curriculum maps, sample lessons, research studies) do not count toward this limit but should be clearly labeled.
- c. **Table of Contents:** A Table of Contents is mandatory and must link to the specific sections below.

2. Proposal Order (Strict Adherence Required) To facilitate the Phase 1 Compliance Screener, the following items must be placed at the very start of your proposal, immediately following the Table of Contents and company overview:

- a. **Scope & Sequence Overview:** High-level map showing alignment to standards and pacing.
- b. **Differentiation Evidence:** Summary of embedded supports for Newcomer students, students with interrupted formal education, Long-term MLLs, SPED, and GT. Curriculum must provide overview of how units work across multiple years of program engagement and should also include documented evidence of outcomes for each disaggregated group.
- c. **AI Compliance Statement:** Disclosure of AI data training practices and "Low Risk" Ethics Policy rating (SB 24-205).

- d. Technical Architecture: Confirmation of PowerSchool/SSO integration and WCAG 2.1 AA compliance.
- e. Required Forms: Signed Supplier Acknowledgement , Code of Conduct, and AI Disclosure Form.

3. Submission of Instructional Materials (Resources) Vendors with published programs should submit their full, complete program including each unit for grades 6-12. Electronic submissions are preferred; if physical materials are sent, packaging and pre-paid return address labels must be provided.

A. Digital Submission Requirements

- Digital Access: Provide valid URLs, usernames, and passwords for evaluator access. Credentials must remain active for the duration of the evaluation period (through June 2027).
- Naming Conventions: All digital files must follow this naming structure:
 - [VendorName]_Grade[#]_[Component]
 - *Example: LearningCo_Grade3_TeacherGuide.pdf*

B. Required components & quantities whether submitted digitally or physically, proposals must include the following quantities of components, as relevant to each individual program. Please mail physical materials to Caroline DeWitt, 1860 Lincoln Street Denver, CO 80203 8th Floor.

Published Program Component for Submission	6-12	ACCESS level/specific student group as relevant
Student Book (Durable/Reader)	1	ACCESS 1-1.9: 1 ACCESS 2-2.9: 1 ACCESS 3-3.9: 1
Student Book/Consumable	1	ACCESS 1-1.9: 1 ACCESS 2-2.9: 1 ACCESS 3-3.9: 1
Manipulative Kit(s)	1	ACCESS 1-1.9: 1 ACCESS 2-2.9: 1 ACCESS 3-3.9: 1
Teacher Edition	1	ACCESS 1-1.9: 1 ACCESS 2-2.9: 1 ACCESS 3-3.9: 1

Teacher Material Bundle	1	ACCESS 1-1.9: 1 ACCESS 2-2.9: 1 ACCESS 3-3.9: 1
Access to Digital Components	40	ACCESS 1-1.9: 40 ACCESS 2-2.9: 40 ACCESS 3-3.9: 40
Other Materials to Support Program (as relevant)	1	ACCESS 1-1.9: 1 ACCESS 2-2.9: 1 ACCESS 3-3.9: 1

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS/EVALUATION CRITERIA

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below and in Section II. This RFP will be evaluated by a team consisting of District employees representing the Division of Academics, School Leaders and Teachers and District Administration. The evaluation team will evaluate and score proposals based upon the established criteria below. The District reserves the right to reject submittals that do not follow the requested format.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS			
SECTION	TITLE	DESCRIPTION/REQUIREMENTS	POINTS POSSIBLE
Section A	Phase 1 Compliance Screener	• Scope & Sequence Overview: High-level map showing alignment to standards and pacing. • Differentiation Evidence: Summary of embedded supports for MLL, SPED, and GT. • Spanish Parity Certification: Evidence that Spanish materials are translated by certified professionals (compliance with 2012 Consent Decree). • AI Compliance Statement: Disclosure of AI data training practices and "Low Risk" Ethics Policy rating (SB 24-205). • Technical Architecture: Confirmation of PowerSchool/SSO integration and WCAG 2.1 AA compliance.	Pass/Fail

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

SECTION B	Required Forms	Submit from this Request for Proposal the signed and completed Supplier Acknowledgement, page 3 , the Code of Conduct and Conflict of Interest Certification, page 32 , Exhibit F InfoSec Questionnaire, link to your <u>Voluntary Product Accessibility (VPAT) Template</u> and Suppliers shall provide a copy of their Certificate of Insurance.	N/A
SECTION C	Management Summary	Include a management summary, which provides an overview of proposed equipment and/or services. Suppliers should emphasize why their proposal is best suited to meet the needs of the District.	5
Section D	Technical Compliance/ Scope	Scope specific documentation, including alignment with DPS High Quality Instruction Materials Evaluation -	50
SECTION E	Pricing	Exhibit A: Pricing	10
SECTION F	Project Schedule and Implementation Plan	Project Schedule and Implementation Plan Provide a detailed implementation plan to meet the District's deadline of March 2027 for the Phase 1 Pilot launch. The plan must support a rollout with potentially 15-20 schools for the 2027/28 school year, scaling to full district-wide adoption for the 2028/29 school year.	30
SECTION G	Supplier Profile	Provide a Supplier Profile to include, in the following order: A. The length of time the Supplier has been in business under the current business name and previous names of the firm, if any. B. An overview of the company (staff size, geographic location, number and nature of the professional staff to be assigned to the District) C. Provide resumes, staff experience, training and relevant certifications for key personnel listed. D. An outline of the Supplier's background and overall qualifications. E. Provide a minimum of three references for which you have provided a similar scope/service as requested in this solicitation; including complete email address, addresses, telephone numbers and contact person. Provide any past performance with Denver Public Schools on similar projects. F. List any current litigation, outstanding judgments and liens with which your company is presently involved. G. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work.	5
SECTION H	Redacted Bid	Provide a <i>separate</i> redacted bid response for CORA requests	N/A

VII. METHOD OF AWARD

This RFP will be evaluated by a team consisting of District employees representing the Math, EdTech, MLE and Exceptional Student Services departments. The evaluation team will evaluate and score proposals based upon the established criteria above.

Evaluation Process: Proposals will be evaluated in three distinct phases. Progression to the next phase is not guaranteed.

1. **Phase 1: [Compliance Screener \(Pass/Fail\)](#):** Verification of mandatory requirements (Aligned Scope & Sequence, Spanish Parity, AI Ethics, Accessibility, Technical Specs). Proposals failing ANY check here are disqualified as we are unable to adopt and implement in alignment with state and district policy.
 2. **Phase 2: Quality & Technical Review (Scored):** Proposals that meet the compliance requirements will move forward with a comprehensive review to be evaluated based on compliance to the RFP, past performance and references, technical compliance including alignment to the [content specific HQIM Rubric](#), Schedule and Project Implementation and Pricing.
- B. Phase 3: Finalist Presentations (Ranking):** A limited number of proposals will move to round three to present an Implementation support plan. Presentations must align with [DPS expectations](#).

REQUEST FOR PROPOSAL BD2726

SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST STATEMENT

I, _____, certify as an authorized representative of [_____], that I have read the District's ethical and purchasing policies, as listed below¹, related to my company conducting business with the District. I understand that the District's policies and regulations shall operate as a Code of Conduct. I agree to follow the District's Code of Conduct, and any legal and regulatory requirements applicable to my company's performance, work or contract, and that violating the District's Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

I have read the Code of Conduct, as listed below, which among other things, restates the District's policies prohibiting certain activities deemed illegal, unethical or against the best interest of the District. I accept and agree to the restrictions stated in the Code of Conduct. I hereby certify that I will comply with the Code of Conduct and to the best of my knowledge, all of my employees, subcontractors, and personnel under my supervision are aware of the Code of Conduct and will comply with its terms. I know and agree that it is incumbent upon me, and my employees to perform satisfactorily and to follow and comply with the District policies and rules as they are issued or modified from time to time.

I understand the District's Code of Conduct is a general guide to acceptable and appropriate behavior, and that I am expected to comply with it even though it may not contain all of the details and information needed during the course of my performance and work with the District.

During the period of time of my business relationship with the District, at no time will I, or any employee of mine: (i) engage in human trafficking or procure a commercial sex act; or (ii) use forced labor in the performance of my company's performance, work or contract with the District, including but not limited to, prison labor, indentured or slave labor, or bonded labor. I understand that if I, or any employee of mine, engage in any such activities my company's performance, work or contract may be immediately terminated by the District without penalty.

Further, when dealing with District employees, I will adhere to the highest ethical standards of business conduct. When seeking the resolution of regulatory or ethical issues affecting my company's interests I will do so solely on the basis of merit and pursuant to proper procedures in dealing with the District and its employees. At no time will I, or any employee of mine offer, provide or solicit, directly or indirectly, any special treatment or favor in return for anything of economic value, or the promise or expectation of future value or gain. In addition, there shall be no entertaining of District employees with the expectation of receiving any future value or gain.

I will not accept or offer gifts, employ any person who is working for the District, nor do I have any close,² or immediate family³ relationships with the District. If I do, I will immediately disclose the name and relationship of that person or persons and any existing potential conflict of interest with that District employee or any employee who may make decisions in their jobs that would allow him or her to give or receive preferential or favorable consideration in exchange for anything of a personal benefit to themselves or their friends and families. I understand that such situations could interfere with an employee's ability to make judgments solely in the District's best interest.

Accordingly, I have listed below all relationships and outside activities, which may require disclosure under the policy. I have also listed names, addresses and the nature of the relationships of all persons or entities doing business with the District from whom I, or any member of my immediate family, have received, may receive in the

future, directly or indirectly, cash or a gift of more than nominal value (\$25.00). Finally, to ensure there is no perceived conflict of interest, I have listed the name of all individuals employed by the District that are related to me or anyone in my business regardless of his or her position.

Printed Name	Signature	Date

¹ **GP11** Board Member Conduct Policy; **GP9** Board Member Conflict of Interest Policy; **DJ** Purchasing Policy; **DJA** Purchasing Authority Policy and regulation; **DJB** Purchasing Procedures Policy; **DJE** Bidding Practices Policy; **DJG** Supplier Relations Policy; **DJGA** Sales Calls and Demonstrations Policy; **DK** Stewardship of Funds Policy; **GBEA** Conflict of Interest Policy; and **GBEBC** Gifts To and Solicitations by Staff Policy.² Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District. ³ Immediate family means spouse, partner in a civil union, children, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA.



The Internal Audit team provides independent, objective assurance and consulting activity designed to add value and improve DPS operations and assist in accomplishing its objectives by bringing a systematic, disciplined approach to the evaluation and improvement of the district's processes.

The DPS mission is to provide all students with the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

We have the responsibility to ensure that we fulfill this commitment while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing [Integra Report](#).

To anonymously submit information on potential fraud, waste, or abuse of District property, assets, and resources, please visit [Integra Report](#) and use the subscriber code **"DPSK12"**.

You can also call our automated phone hotline 24 hours a day, seven days a week 1-833-316-1904.