Strategic Sourcing Department  
780 Grant Street  
Denver, CO 80203

Date: August 1, 2017  
Subject: Request for Proposal, #BD1811

Enclosures: (1) Request for proposal cover sheet  
(2) General terms and conditions  
(3) Special terms and conditions.  
(4) Scope of work/Specifications  
(5) Student Data Privacy Agreement (see link Section II)

To: All prospective bidders:

Thank you for obtaining this Request for Proposal on line.

Please note: Denver Public Schools’ Strategic Sourcing Department is also using an on-line ‘Bid Provider’ service, ‘Bid Net’. Please refer to Bids and Proposals section under Doing Business/Bids option on the DPS Strategic Sourcing website for official bid documents. Please, carefully review the proposal as the District’s proposal documents have been revised.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with K-5 Literacy Intervention. Unless otherwise noted, (bidders) must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:

1) RFP Issue date – August 1, 2017

2) Questions due date - August 7, 2017 by 3PM, Mountain Standard Time. Responses to questions will be provided in writing to all prospective bidders, by August 11, 2017 COB.

3) Proposal due date - Proposals must be received in the District’s Strategic Sourcing Office on or before August 30th, 2017, 3PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows- Denver Public Schools, Strategic Sourcing Department, 780 Grant Street, Denver, Colorado 80203, Attn: BD#1812. In addition, please email a digital copy of the proposal to maggie_wolfe@dpsk12.org.

4) Proposal Expiration date- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

Please be advised that the award is based upon the content of the bidder’s proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer via email.

Sincerely,  
Maggie Wolfe  
Strategic Sourcing
Date: August 1, 2017
Proposal number: BD1811
Proposal title: K-5 Literacy Intervention
Proposals will be received until: August 30, 2017
3:00 p.m., local standard time
at 780 Grant Street
Denver, Colorado  80203
Goods or services to be delivered to or performed at: Various Locations
For additional information please contact the buyer: Maggie Wolfe
720-423-1387
Email Address: maggie_wolfe@dpsk12.org
Documents included in this package:
Request for Proposal Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Scope of Work/Specifications
Student Data Privacy Agreement (See link Section II)

If any of the documents listed above are missing from this package, they may be picked up at 780 Grant Street. If you require additional information, call the Denver Public Schools contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical 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 vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor 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.

PRINT OR TYPE YOUR INFORMATION

Name of Company: ____________________________________________  Fax: _____________
Address: __________________________  City/State: ________________  Zip: ______________
Contact Person: ____________________  Title: ____________________  Phone: ___________
Authorized Representative’s Signature: ____________________________  Phone: ___________
Printed Name: ____________________  Title: ____________________  Date: ____________
Email Address: ____________________  Approved by: ______________  Date: ____________
Reviewed by: ____________________  Date: ____________
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 (herein after referred to as "Vendors") 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.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors 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 Vendor 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 Vendor.

2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor 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 Vendor 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 Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.
B. **Open Records.** Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. 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 Vendor 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 Vendor 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 Vendor’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. **Worker’s Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker’s Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker’s Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days’ prior notice to the District in writing.

D. **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 Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a written request for clarification to the District’s Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or 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 Strategic Sourcing 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 Strategic Sourcing Department.*

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing Department web site (http://purchasingts.dpsk12.org/bids/default.asp). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning 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.

E. **Prices Contained in Offer--Discounts, Taxes, Collusion**

1. Vendors 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. Vendors 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 Vendor, 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 Vendor 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 Vendors are hereby placed on notice that any and all Vendors 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. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed in blue ink by the authorized agent of the Vendor.

2. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Offers. If the Vendor’s authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.

3. Unit prices shall be provided by the Vendor 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 Specification’s Special Terms and Conditions.

5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

6. Organization of BID response: (See scope of work section for additional details)
   - TAB A - Cover Sheet
   - TAB B - Organization Summary
   - TAB C - Proposed Resources
   - TAB D - Project schedule and implementation plan
   - TAB E - Pricing
   - TAB F - Student Data Privacy Agreement
   - TAB G – Organization Profile
   - TAB H – Redacted Response

B. Submission

1. The original offer shall be sealed in an envelope with the vendor’s name and the RFP number on the outside and marked, ‘Master’. This master copy shall be sent or delivered to the District’s Strategic Sourcing Offices- Denver Public Schools, 780 Grant Street, Denver, Colorado 80203.

2. Furnish one complete copy of your Proposal on portable storage drive device (thumb drive). The District will distribute this electronic version for evaluation. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.

3. In the event that there is an “Open Records Request” the District asks that each vendor furnish one (1), electronic redacted version of their proposal. Be sure to clearly mark each proposal as “Master” or “Redacted”. The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.

4. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor 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.

5. Offers submitted via facsimile machines or email will not be accepted.
6. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District’s terms and conditions, or if they are not in the best interests of the District.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. **(Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District’s parking lot and additional time may be required for security check in).**

D. Supplier Portal. All Vendors are required to register on the DPS Supplier Portal. Access to the portal is at: [http://purchasing.dpsk12.org/suppliersvendors/](http://purchasing.dpsk12.org/suppliersvendors/).

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District’s Strategic Sourcing Department must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Strategic Sourcing Department will be considered the valid modification.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

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. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor 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 Vendors;

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 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 Vendor misstates or conceals any material fact in its Offer;

2. The Vendor’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; or

5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

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 perform faithfully 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.

D. 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. COMPLIANCE WITH LAW AND DISTRICT POLICIES.

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance, etc.

A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

C. DEBARMENT, SUSPENSION CERTIFICATION

The Contractor 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 Contractor shall comply with the regulations found within 45 CFR Part 6.200, "Government Debarment and Suspension (Non-procurement)."

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

VIII. APPEAL OF AWARD. Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District's Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing Department's web site at http://purchasings.dpsk12.org/bids/viewawardedbids.asp, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.
IX. CONTRACTUAL OBLIGATIONS

A. Local, State and Federal Compliance Requirements. Successful Vendors 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 Vendor 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 Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.

   1. The District may require the Vendor 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 Vendor 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 Vendor receives prior written permission.

   3. In accordance with the District’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco 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 Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.

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 Vendor 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 Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(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, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT.

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor 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 must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor 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.

The District reserves the right to conduct negotiations with Vendors 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 Vendors.

CONFIDENTIALITY, DATA PROTECTION

1. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and DPS Board Policy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501–6505 and Colorado's Student Data Transparency and Security Act, with regard to the protection of data made available by the District.

2. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the District upon its request.

3. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops and PDAs. All data transmitted over the Internet must be encrypted.

4. Upon request, at the latest, upon the cessation of the contractual relationship between the District and the vendor, all existing data in this context is to be returned to DPS or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by the District, the deletion is to be confirmed in writing.

5. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the District of that fact without undue delay.

6. The District shall be entitled to monitor the compliance with the data protection provisions by the vendor. For this purpose, the individual authorized by the District to monitor the data protection compliance shall have access to the business of the vendor after written prior announcement at the usual business times, insofar as the business will not be unduly interrupted. Support is to be given to this individual in the monitoring process.

7. The vendor must provide clear notice to the District before making any material changes to vendor's privacy policy.

8. The District shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.

9. The vendor can only utilize the student data for the purposes specifically authorized by the District and cannot set up a personal profile of a student unless to support purposes authorized by the District.

10. Vendor cannot sell data or use/share data for targeted advertising to students.

11. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by District and sub-contractors, partners, or other third parties agree to District’s Terms of Use.

CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

A. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

B. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
C. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;

D. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;

E. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and

F. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.
SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

- Date proposal is posted: August 1, 2017
- Vendor Due Date for Questions: August 7, 2017
- Questions Posted Via Addendum: August 11, 2017
- Proposal Due Date: August 30, 2017
- Sample Due Date: August 30, 2017
- Vendor Presentations: October 24, 2017
- Date of Contract Award: December 2017

PURPOSE: Denver Public School District (DPS) is using a competitive bid process to secure literacy intervention curricular resources to support the needs of students in kindergarten through fifth grade classrooms, including the needs of DPS' large population of English learners.

TERM OF CONTRACT: 6 years

OPTION TO RENEW: Yearly after initial six year adoption cycle. The optional renewal periods shall not exceed six years. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. The Vendor 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.

METHOD OF PAYMENT: The successful vendor shall submit accurate quarterly invoices to the District. This invoice shall be submitted to the District's Accounts Payable Department. The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the District.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

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 Vendor(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 Vendor. 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 Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.
EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor 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 Vendor 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 Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

ADDITIONAL NUMBER OF ITEMS MAY BE PURCHASED DURING CONTRACT PERIOD: Although this Solicitation specifies the exact number of items to be purchased by the District, it is understood and agreed that the District may, during the term of the contract, purchase additional quantities of the same model or brand of item from the successful Vendor. This option, if exercised, is the prerogative of the District and shall be honored by the Vendor as a condition of contract award.

ADJUSTMENT OF QUANTITIES: While the quantities stipulated in this Solicitation will be used by the District for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the District has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.

BACK ORDERS MUST BE FILLED WITHIN REASONABLE TIME: If the successful Vendor experiences a back order of items from its manufacturer or distributor, the Vendor shall ensure that such back orders are filled within a reasonable period of time. The Vendor shall not invoice the District for back ordered items until such back orders are delivered and accepted by the District's authorized representative. It is understood and agreed that the District shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders, seek the items from another vendor, and charge the Vendor for any re-procurement costs.

ELECTRONIC ACCESS TEXT MATERIALS: Vendor is required to permit District to load, display, and use materials previously or newly supplied by Vendor on a secure, District controlled, owned, and monitored intranet network designed for internal and exclusive use within the District with access restricted by administratively controlled and monitored usernames and passwords to authorized District personnel for purposes of teaching. Unless authorized by Vendor, materials available on District's intranet site will not include “consumables.”

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(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, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the District's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The District's Receiving representative has the authority to reject shipments that do not conform to this requirement.

PRICE DECREASE DURING CONTRACT: If prices decrease during the term of the contract, the successful Vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT: All orders placed with the Vendor during the term of the contract shall be issued by the District's Strategic Sourcing Department through a Purchase Order bearing a unique Purchase Order number Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the District. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Strategic Sourcing Department under emergency circumstances in advance of a written Purchase Order.

SALES TAX: The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract are subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

SAMPLES OF PRODUCTS ARE REQUIRED: Vendors are required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the District. Unless otherwise specified by the District on the Solicitation, a sample of each product offered by the Vendor in its Response shall be submitted. Samples shall be submitted prior to the date and time of the Solicitation Opening. Vendors who fail to submit samples as required shall be considered non-responsive and ineligible for award unless waived by the District in its best interest. Each individual sample must be clearly labeled with the Vendor’s name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the District. The District reserves the right to perform its own testing procedures or to send any and all samples...
to any certifiable laboratory for analysis. On the basis of this testing and analysis, the District shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be Final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the District, in the manner described by the District, if this warranty is violated during the term of the contract. At the conclusion of the review, on November 2, 2017, organizations must either commission a representative to remove materials or provide a pre-paid return receipt.

**SHIPPING TERMS - FOB DESTINATION:** All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative. All orders shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions.
Overview:
Denver Public School District (DPS) is using a competitive bid process to secure literacy intervention curricular resources to support the needs of students in kindergarten through fifth grade classrooms, including the needs of DPS’ large population of English learners. As a district, we want to ensure that our values of collaboration, equity and accountability are being championed as we search for curricular resources that best drive our primary goal of supporting all of our students in graduating college and being career ready.

We believe that kindergarten through fifth grade literacy intervention curricular resources should support students, especially those who struggle with reading, in becoming skilled and passionate readers, writers, and communicators. Further, we believe that materials and resources should support students’ development of a productive disposition towards literacy and a belief in their ability to engage successfully in rich and robust learning.

The selected resources will be used in DPS classrooms that opt into the district-selected literacy intervention curriculum for the 2018-2019 school year. Materials will need to arrive at these schools no later than Friday, May 4, 2018. The selected partners will support the district in providing resources, customized professional development, and associated technology resources, in addition to helping the district gain the capacity to provide job-embedded supports (observation and feedback, coaching, technical expertise etc.) to support the implementation of a new curriculum resource that meets the diverse linguistic needs of DPS students.

You are invited to submit a proposal in accordance with the below guidelines and specifications and timeline below.

DPS Background:
The mission of Denver Public Schools is to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our diverse society. Denver Public Schools is committed to meeting the educational needs of every student by providing rigorous and enriching educational opportunities, and great schools in every neighborhood. DPS is comprised of 185 schools, with a current total enrollment of over 90,000 students. Of those, 56% of the school district’s enrollment is Hispanic, 23% is Caucasian, 14% is African American, and 3% is Asian. Approximately 35% are English learners and 70% of the district’s students qualify for free and reduced lunch.

Under the leadership of Superintendent Tom Boasberg and guided by the tenets of The Denver Plan 2020, DPS has become the fastest-growing large school district in Colorado in terms of enrollment and student academic growth. DPS is committed to establishing Denver as a national leader in student achievement, high school graduation and college and career readiness.

Flexibility Background:
The daily work at DPS is guided by the ambitious goals of the Denver Plan 2020, the five-year Academic Strategic Plan developed with our community. Flexibility is one of five key strategies named in the plan to ensure the district is on track to meet these goals. The flexibility strategy emphasizes empowering school leaders to create the environments that best meet the academic and social/emotional needs of their students. Flexibility cannot operate with a one-size fits all approach if we are to stimulate innovation and differentiate to meet the needs of our kids. Through Flexibility we strive to:

- Empower schools through flexible, school-based decision making, including the use of resources.
- Support and offer a menu of options for schools, enabling their decisions to be met with support and collaboration from central office.
- Provide schools with opportunities to innovate and create environments that best meet the academic and social/emotional needs of their students, including expansion of personalized learning environments.

Project Background:
Under the direction of The Denver Plan 2020 and The Academic Strategic Plan, Denver Public Schools is reviewing, piloting and adopting curricular resources that are aligned to the Common Core State Standards (CCSS) and demonstrate an exceptional ability to support the specific needs of students in DPS, including our English learners. For this project, we are specifically targeting the literacy intervention needs of students learning to read in English and in Spanish in kindergarten through fifth grade classrooms.

We believe that our diversity is a community treasure and that equity is the core of our mission. Accordingly, clear and consistent use of best practices for English learners must be foundational throughout the kindergarten through fifth grade literacy intervention curriculum. This includes the use of culturally relevant materials, collaborative learning, structured academic discourse, and scaffolds for language & literacy development.

Section II
Scope of Work

Denver Public Schools is seeking an organization to support the curricular needs of kindergarten through fifth grade literacy intervention. The aim is to provide teachers with high quality resources that will support them in ensuring that students, in particular struggling readers, meet and exceed the English/Spanish Language Arts Common Core State Standards.

Organization Proposal Requirements:
Interested organizations must demonstrate how their proposed curricular resources and accompanying supports meet the following requirements. Curriculum materials that do not address the bolded requirements will be non-compliant and will not require a full review:

- Curriculum materials must fully align with Common Core State Standards in elementary literacy.
- Curriculum materials must offer parity in terms of English and Spanish resources.
- Award is contingent on the curriculum materials for K-3 appearing on the Colorado Department of Education’s READ Act advisory lists of instructional programming.
- Curriculum materials must have a clear and documented research base and demonstrated effectiveness from at least one rigorous evaluation, preferably an evaluation conducted by a 3rd party. Potential partners should provide a clear research plan for how the efficacy of their materials will be assessed and improved over time. Revisions should be based on evidence of actual use and results with a wide range of students who struggle with reading, including English learners & Spanish speakers living in the United States.
- Curriculum materials must provide all students with rich learning experiences that accelerate the development of critical literacy knowledge and skills for struggling readers, ultimately fostering readiness for college and career, as defined by meeting or exceeding grade level literacy standards.
- Included assessments must regularly measure the extent to which students can independently demonstrate foundational elementary literacy skills as defined by the Common Core State Standards. In grades K-3, the assessments should be fully aligned to the Colorado Department of Education’s READ Act.
- Professional learning opportunities must be customized to the needs of Denver Public Schools.
- Professional learning opportunities and teacher resources must support teachers at all levels of experience and expertise in implementing curriculum successfully and continuously improving their practice to drive student achievement.
- Award is contingent on the vendor organization signing Denver Public School's student data privacy agreement. The agreement is located here.

Organization Qualifications:
Chosen organizations should have the following:

- Experience delivering exceptional resources, professional development programs and ongoing program supports in districts with high populations of English learners & native Spanish speakers, as evidenced by providing exemplary resources and/or expert references.
- Research or a description of a research plan that documents efficacy of their resources with diverse learners who struggle with reading, including English learners & Spanish speakers in the United States.
- Experience partnering with districts and catering to the specific needs of differing classrooms, as evidenced by previous, documented success with districts of a similar size and/or student population and demographics.
- Evidence that curricular resources are aligned to the Common Core State Standards (CCSS) for elementary literacy as well as demonstrated alignment in grades K-3 to Colorado’s READ Act requirements.
- Proven track record of effectively working with large urban school districts or charter management organizations in supporting curricular needs.

Decision-Making Criteria:
Various influences will drive the selection of an organization. The primary identified criteria are:

- Demonstrated ability to provide elementary literacy intervention curricular resources aligned to the Common Core State Standards (CCSS) and the Colorado READ Act that support the learning needs of culturally and linguistically diverse students who are reading significantly below or below grade level as measured by the DPS Literacy Intervention Material Evaluation Rubric.
- Demonstrated ability to customize professional learning to the needs of Denver Public School teachers.
- Demonstrated ability to engage school communities in meaningful professional development that builds teacher capacity and instructional efficacy.
- Demonstration that assessments not only align to curricular resources, but also support current district assessment needs.
- Demonstrated ability to document a methodology for the purposes of scaling and replication.
- Demonstrated ability to problem solve and provide real-time course correction when needed.
- Demonstrated ability to respond to district’s timeline for delivery of materials by Friday, May 4, 2018.
- Cost of services.

**Flexibility Timeline:**
The following dates provide insight into how our curriculum adoption process interacts with Flexibility decisions made by schools. As a potential partner, please be attuned to these dates as they impact decision-making, purchasing and material ordering requirements.

1) Curriculum recommendations are made: December 2017
2) Curriculum, assessment and professional learning recommendations shared with schools: December 2017
3) Flexibility submissions due from schools: February 2018
4) Curricular materials ordered: April 2018
5) All curricular materials arrive in schools: May 4, 2018

**Submission Requirements/Details:**
*To enable DPS 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 submissions that do not follow the requested format.*

Curricular resources provided to the district should include one set of teacher facing sample materials and one set of student facing sample materials in English and Spanish per grade level for elementary Literacy Interventions in accordance with the Literacy Intervention approach (e.g. classroom kits versus individual student materials). Please do not include more resources than requested. Sample materials should be in clearly labeled boxes that include the name of the providing organization, a list of contents as well as the grade level included materials service. Submissions that do not meet the above requirements will be noncompliant.

**Sample materials must arrive by 5:00pm on August 30, 2017 at the address below:**

Denver Public Schools  
Attn: Kim Bernard 12th Floor  
1860 Lincoln St.  
Denver, CO 80203

At the conclusion of the review, on November 2, 2017, organizations must either commission a representative to remove materials or provide a pre-paid return receipt.
Tab A-Cover Sheet

Tab B-Organization Summary
Include a management summary that provides an overview of provided curricular resources and why the organization is best suited to meet the needs of the District. This section should be a description of the organization’s related experience and not to exceed one page.

Tab C-Proposed Resources
This section should be a summary of the proposed resources the organization will provide. This section should detail the resources and describe how the proposed resources address each of the requirements listed in the Organization Proposal Requirements section of this RFP. This section should also include work that the organization has done with other districts to develop capacity to execute on the proposal requirements.

Organizations should provide a proposed professional learning plan for the 2018-2019 school year that meets the needs of administrators, teachers, teacher leaders, and instructional coaches ensuring that they have the skills necessary to support the implementation of the resource(s) and the Colorado Academic Standards. The structure of the professional development will consist of the following:

- At least four days per course, two days in June 2018 and two days in August 2018 for summer professional learning. Professional learning should include the Colorado Academic Standards, the C3 framework, differentiation to include supports for English learners.

Tab D-Project Schedule and Implementation Plan
Provide a detailed implementation plan for delivering the proposed materials to interested schools by May 4, 2018 and providing training to support use of the materials during the 2018-2019 school year.

Tab E-Pricing
Costs for the organization’s proposed solution should be submitted.

1) Include a pricing sheet that outlines the costs for curricular resources in print only, digital use only and both print and digital bundled. In naming the digital price, please describe the digital resources (e.g. online eBook, offline eBook, interactive website, etc.).

2) Included in the pricing sheet, name the guaranteed prices at the following scales per grade level:
   a. 1000 students
   b. 2000 students
   c. 3000 students
   d. 4000 students
   e. 5000 students
   f. 6000 students

3) Outline the full costs of collaborative development and facilitation of curriculum aligned professional development inclusive of consultant days.

Tab F- Student Data Privacy Agreement

Tab G- Organization Profile, including:
1) An overview of the organization
2) An overview of the organization’s background and overall qualifications
3) A list of schools or districts with whom you’ve previously partnered for a scope similar to this one and efficacy data supporting the curricular resources
4) A minimum of three client references, including complete addresses, telephone numbers, and contact person

TAB H – Redacted Response
This RFP will be evaluated by a team consisting of District employees representing Curriculum and Instruction. The evaluation team will evaluate and score proposals based upon the established criteria below:

**PLEASE SEE SCORING RUBRIC IN THE ATTACHED CURRICULUM ADOPTION EVALUATION TOOL, for a copy please email maggie_wolfe@dpsk12.org.**

**A. Round One:** Evaluation scores will be based upon the written responses provided to the District for the RFP using the scoring rubric. **PLEASE EMAIL maggie_wolfe@dpsk12.org for a copy of the rubric.** After all responses have been evaluated and scored, the Committee will invite a limited number of the highest scoring responses to participate in “Round Two” where they will be able to present to the Evaluation Committee, presentations will be October 24, 2017. The number of Vendors who are invited to participate in the second round will be determined by the Committee after all the written responses have been collected, evaluated and scored.

**Please Note:** **Round One will have a maximum point value of 120.**

**Please Note:** **The overall score from Round One is only used to determine the Round 2 participants.**

**B. Round Two:** Will be an on-site presentation and access to vendor sandbox environment (if requested) for the Committee and other interested parties. Vendors will be notified via e-mail that they have been invited to participate in this round. Round Two will be based on a ranking scale. Vendors will be given further information with their invitation to present and the finalist will be determined based upon the ranking scale.

The District reserves the right to conduct negotiations with Vendors 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 Vendors.
File the following in TAB A

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. __________ %

The District has a VISA Procurement Card Program. Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal?
Yes ________
No ________
DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all new business conducted with Denver Public Schools will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
  - Bids and Proposals sent directly to your personal Supplier Portal account
  - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your “Supplier Portal”.
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: http://purchasing.dpsk12.org/suppliersvendors/

Supplier Portal User Guides are available at same link (under the ‘Suppliers/Vendors’ link on the right-hand of the page).

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

With this purpose comes responsibility: we must ensure that we fulfill DPS’s commitments while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing IntegraReport.

**Letter from the CFO**

To anonymously submit information on potential fraud, waste, or abuse of District property, assets, and resources, please visit:

IntegraReport.com

DPS Subscriber Code: DPSK12

You can also call our automated phone hotline 24 hours a day, seven days a week

855-858-3344