Date: October 10, 2012
Subject: Request for Proposal, #BD1559, Student Ridership Tracking System

Enclosures: (1) Request for Proposal Cover Sheet
(2) General Terms and Conditions
(3) Special Terms and Conditions.
(4) Specification and Pricing Form
(5) Vendor Information Form
(6) Diversity Business Certification Form

To: All prospective bidders:

Thank you for obtaining this Request for Proposal on-line.

Please note: Denver Public Schools Purchasing Department is posting bids in two manners- 1) on the DPS website and 2) using an on-line ‘Bid Provider’ service known as ‘Bid Net’. This is a revision to the District’s previous bid documents, please review carefully.

Enclosed, please find an Request for Proposal to provide Denver Public Schools with Student Ridership Tracking for Denver Public Schools for Transportation Department. Unless otherwise noted, (bidders) must provide a bid on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the materials or services requested in a timely manner and conform to the scope of work enclosed. To be considered valid in the selection process, all bids must follow the critical dates, as set forth below:

Critical dates:

1) IFB Issue date - October 10, 2012

2) Questions due date - October 16, 2012. Responses to questions will be provided in writing to all prospective bidders, by October 18, 2012.

3) Bid due date - Bids must be received in the District’s Purchasing Office on or before, October 31, 2012, 3PM, Mountain Standard Time. Bids 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 the bid 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, Purchasing Department, 900 Grant Street, Room #301, Denver, Colorado 80203, Attn: BD#BD1559.

4) Bid Expiration date- Bidder must indicate an expiration date for the pricing. Any expiration date shall not be less than (90) days from the bid due date as indicated herein.
Please be advised that the award is based upon the content of the bidder's response. Organized, succinct and straightforward 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: Linda Kammerer, Fax number (720) 423-3348.

Sincerely,

Linda Kammerer, CPPB
Date:          October 10, 2012
Bid number:   BD1559
Bid title:    Student Ridership Tracking
Bids will be received until:  
October 31, 2012
3:00 p.m., local standard time
at: 900 Grant Street, Room 301,
Denver, Colorado  80202

Goods or services to be delivered to or performed at:  
Transportation Dept.
For additional information please contact the buyer:  
Linda Kammerer, CPPB
720-423-3330
Email Address:       Linda_Kammerer@dpsk12.org
Documents included in this package: 
Request for Proposal Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Specification and Pricing Form
Vendor Information Form
Diversity Business Certification Form

If any of the documents listed above are missing from this package, they may be picked up at 900 Grant, Room 301.  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: ____________
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 (herein after referred to as "Vendors") in response, but not limited, to Invitations for 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 Purchasing Department's policies and procedures including 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 clearly 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.
6. Open Records.

Disclosure of Information to the District

The Vendor understands that the information provided to the District in response to a
Request For Proposal ("RFP"), a bid or under an agreement or contract between District and
the Vendor, may be subject to release, inspection or disclosure upon request.

“Information,” shall include any confidential or non-confidential information which: (a) belongs
to the Vendor; (b) is of a scientific, technical, clinical, business, financial, marketing,
corporate, specialized or other trade secret; (c) has value to the Vendor; (d) has generally
been considered and treated by the Vendor as confidential prior to the time of disclosure; and
(e) is clearly identified as “Confidential” or “Proprietary” when disclosed to the District.
Information shall not include any information which: (a) at the time of disclosure is in the
public domain (whether or not any of the parties knows that the information is in the public
domain); (b) after disclosure is published or otherwise becomes part of the public domain in
any manner other than by the District; (c) was in the possession of the receiving party at the
time of disclosure by the District as evidenced by competent written documents; or (d) was
independently developed by the receiving party as evidenced by competent written records.

It is presumed that any Information provided to the District is a public record and is subject to
inspection, further disclosure and release by lawful subpoena, government regulation, court
order, lawful purpose or as requested pursuant to the Colorado Public (Open) Records Act
(Colo. Rev. Stat. sec. 24-72-204, or as amended later), except any information that is
recognized as confidential, qualifies as exempt or is protected by the applicable state and
Federal law, the District will not disclose; provided, however, when it is reasonably
practicable to do so under the circumstances, the District will make an effort to notify the
Vendor of the impending release of records in order to provide the Vendor an opportunity to
challenge the release of the requested information. Barring the receipt of a legal order or
decree prohibiting the District’s disclosure of the requested information, the information will
be released to the requesting party as the law requires.

Nothing in this provision shall be construed to create a legal duty or an obligation or a liability
for the District or its employees, officers, agents or assigns to act or pursue any claim,
defense, cause of action, or legal process on the Vendor’s behalf. The Vendor further agrees
to defend, indemnify and save and hold harmless the District, its employees, officers, agents
or assigns against any claim, judgment, damages and legal expenses and costs, including
any attorney fees awarded to a third party or incurred or a court may order to pay because of
a lawful release of the requested information by the District.

B. 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.

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 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 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. Such addenda will be posted on the Purchasing 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.

D. 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

   TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms in this section)

   TAB B- Vendor Pricing

   TAB C- Vendor Information Form

B. Submission

1. One original and **FIVE** copies shall be sealed in an envelope with the vendor’s name and the RFP number on the outside and marked, ‘Master’. This master shall be sent or delivered to the District’s Purchasing Department, Denver Public Schools, 900 Grant Street, Room #301, Denver, Colorado 80203.

2. Furnish one complete copy of your BID, on a CD/ROM disk or furnish the copy on a portable storage drive device (thumb drive) along with the Master hard paper copy. As the District will distribute this electronic version for evaluation, please ensure that this copy is complete and accurate will all proposal contents, descriptions and pricing.

3. 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.

4. Offers submitted via facsimile machines or email will not be accepted. 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.

D. Vendor Information Form. All Vendors are required to complete the Vendor Information Form that is included with this solicitation.

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 Purchasing 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 Purchasing 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.

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.

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 Purchasing within 72 hours after the recommendation of award is posted on the Purchasing Department’s web site at http://purchasing.dpsk12.org/bids/default.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 Purchasing 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 Purchasing 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 reprocure 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 resolicitation 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.
SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

- October 10, 2012: Distribute Invitation to Bid
- October 16, 2012: Deadline for submitting questions
- October 31, 2012: Proposal deadline
- November __, 2012: Award contract

PURPOSE: The purpose of this solicitation is to enter into a contract with a qualified vendor to provide a Student Ridership Tracking system.

Initial contract period shall be from December 1, 2012 through November 30, 2013 with option to renew annually for up to four (4) more years, 5 total. Annual renewals will be based on the determination of the District as to the performance, costs, and general quality of services provided by the successful vendor selected. Prices shall be firm of the initial term of the contract.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION: It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Vendors.

Evaluation will be based on the following criteria: Points

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>30</td>
</tr>
<tr>
<td>Design and Solution meeting the Districts Requirements</td>
<td>25</td>
</tr>
<tr>
<td>Vendor Profile and Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>Vendor's ability to provide technical support and maintenance</td>
<td>20</td>
</tr>
<tr>
<td>Proposal Response and Preparation</td>
<td>5</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

If necessary, in the second phase, the Committee may invite a limited number of Vendors to provide an oral presentation. The number of Vendors who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been evaluated.

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. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

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 will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.
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.

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 Purchasing Department through a Purchase Order bearing a unique Purchase Order number or by individual schools and departments using a field purchase order (Contract Release Request) bearing a unique Contract Release (CR) number which will be sent directly via fax or mail to the Vendor. The Vendor shall not fill any requests for materials or supplies until a Purchase Order or Contract Release has been received from the District. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Department under emergency circumstances in advance of a written Purchase Order.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

METHOD OF PAYMENT - INVOICE FOR A SINGLE DELIVERY: The successful Vendor shall submit an invoice to the District's Accounts Payable Department. The invoice shall reference the appropriate Purchase Order/Contract Release Request number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the District when the items were delivered and accepted. The date of the invoice shall not exceed thirty calendar days from the date of delivery of the items. Under no circumstances shall the invoice be submitted to the District in advance of the delivery and acceptance of the items.

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.

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/Contract Release Request number, 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.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Solicitation. All corrections shall be made within ten calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify the Denver Public Schools Purchasing Department of any manufacturer’s recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the District and for removal from the District's approved vendor list(s).

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on District property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing
any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the District.

**INDEMNIFICATION:** The successful Vendor 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 Vendor’s contractual obligations as outlined in this Solicitation. The Vendor 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.

**INSURANCE:** The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

### General Liability
- **Policy form:** Occurrence
- **Policy Aggregate:** $2,000,000
- **Products/completed operations aggregate:** 2,000,000
- **Each occurrence limit:** 1,000,000
- **Personal & advertising injury limit:** 1,000,000
- **Defense in excess of limits:**
- **Per location / per job aggregate limit:**
- **Blanket contractual**
- **Independent contractors**
- **Primary & non-contributory**
- **Show Waiver of Subrogation in favor of the District**
- **All locations / operations** (if not, show district job/location specifically)
- **Name the District as “Additional Insured”**

### Automobile Liability:
- **Combined single limit:** $1,000,000
- **Any auto** (or Hired & Non-owned, if you own no vehicles)
- **Show Waiver of Subrogation in favor of the District**
- **Primary & non-contributory**
- **Auto pollution liability** (IF you carry any hazardous cargo)
- **(If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)**
- **Name the District as “Additional Insured”**

### Professional Liability:
(IF you render professional services)
- **Policy form:** Occurrence
- **(If not, claims-made retro date must predate our contract or date of service)**
- **Per claim or occurrence limit:** $1,000,000
- **Blanket contractual**
- **Primary & non-contributory**
- **Show Waiver of Subrogation in favor of the District**
- **Per location / per job aggregate limit**
- **Defense in excess of limits**
- **Designated profession must be applicable to your work for our company**
- **Name the District as “Additional Insured”**

### Pollution Liability:
(IF you have any pollution exposure)
- **Policy form:** Occurrence
- **(If not, claims-made retro date must predate our contract or date of service)**
- **Per claim or occurrence limit:** $1,000,000
- **Blanket contractual**
- **Primary & non-contributory**
- **Show Waiver of Subrogation in favor of the District**
- **Per location / per job aggregate limit**
- **Defense in excess of limits**
- **Designated Location or Operation must be shown as per your contract for the District**
- **Name the District as “Additional Insured”**

### Umbrella:
- **Policy form:** Umbrella
- **Each occurrence or claim limit:** $1,000,000
- **Excess commercial general liability**
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability
Excess professional liability (if you provide professional services)
Excess pollution liability (if any pollution exposure exists)
Excess employer’s liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)
Name the District as Additional Insured including Products/Completed Operations

Workers’ Compensation:
Workers Compensation benefits: per Colorado Statute
Employers liability – limit per accident $ 100,000
Employers liability – limit per disease 100,000
Employers liability – disease aggregate 500,000
All owners/officers who will be on District property or job site must be covered
Show Waiver of Subrogation in favor of the District
Coverage must apply to workers in Colorado

Insurance companies providing the coverage specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

Insurance Certification: Vendor shall cause its insurer(s), (or the insurer(s)’ agent, broker or authorized representative), to furnish the District’s Purchasing Department with a Certificate of Insurance which indicates that insurance coverage have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

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 from this Solicitation will 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.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Linda Kammerer, CPPB, Buyer, Purchasing Department, Denver Public Schools, 900 Grant Street, Denver, Colorado 80203, linda_kammerer@dpsk12.org, fax number 720-423-3348. The vendor
submitting the question shall be responsible for ensuring that the question is received by the buyer at least ten calendar days prior to the scheduled opening of the 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.

RECAP OF OFFERS SUBMITTED: Vendors wishing to receive a recap after recommended award of the Solicitation may do so by including an email address in the space provided:________________________
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.

TAB A- Cover Sheet. Submit the signed, completed Cover Sheet from this Request for Proposal.

TAB B- Management Summary. Include an executive management summary which provides an overview of the proposed services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.

TAB C- Technical Solution. Include an in-depth description of your technical offering: provide an overview of the products and services to be considered by the District, and include detailed info on your solution’s capabilities to meet the technical requirements from Section II. Within this section include technical descriptions, drawings, plans, and specifications as related to your offering. Include the product roadmap for your solution, how long the solution has been on the market, and when is it expected to become End of Sale/End of Life (EoS/EoL). Include how support would be handled for software and hardware maintenance after EoS/EoL.

TAB D- Project Schedule and Implementation Plan. Provide a detailed implementation plan.

TAB E- Pricing.
   A. Submit a comprehensive pricing proposal to perform all services detailed in your scope of work.
   B. Submit any other pricing/cost data necessary to carry out the project.

TAB F- Vendor Profile. Provide a Vendor Profile to include:
   A. An overview of the company
   B. The length of time the Vendor has been in the network management business
   C. An outline of the Vendor’s background and overall security and network integration qualifications
   D. Resumes of key personnel who will be assigned to this contracted project
   E. Provide a minimum of three client references (at least one local), including complete addresses and telephone numbers for contact person. Describe the contract/solution for each reference.
   F. Completed Vendor Information Form (below)
OVERVIEW
The purpose of this RFP is to select a vendor capable of providing a Student Ridership Tracking system to effectively monitor individual students who are transported by the District’s school buses. Approximately 34,000 students are transported daily. There are approximately 200 daily routes using 320 buses annually, covering a span of about 4 million miles. The Student Ridership Tracking system (at a minimum) needs to track students through a uniform identification card using barcode, magnetic swipe, or RFID technology. It is also assumed that the proposed Student Ridership Tracking system solution will be compatible with the technology currently on the buses as listed below.

DISTRICT EQUIPMENT
The District currently has approximately 400 buses. Each bus is equipped with Everyday Solutions. All buses are equipped with Triple C walkie talkie systems.

INFORMATION TECHNOLOGY REQUIREMENTS
If this system requires communication between our Student Information System (Infinite Campus), then this communication has to be done dynamically (system to system) without human intervention. The vendor needs to create the processes to interact with our systems.

If this system requires users to log in, this authentication needs to be via our Active Directory Authentication system. Our users will use their network credentials to access this application.

The vendor needs to guarantee that any interaction with our systems will be secure and only authorized personnel will have access to this information.

Since this data will be hosted on the vendor’s servers, vendor needs to ensure that this student and staff data is secure and follows FERPA regulations.
**Group I- System Cost**

**PROPOSAL COST FORM**

**PROPOSAL COST FORM FOR STUDENT RIDERSHIP TRACKING**

**Fee Schedule**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>All inclusive cost based on above specifications for year 1</td>
<td>$___________</td>
</tr>
<tr>
<td>All inclusive fees for year #2</td>
<td>$___________</td>
</tr>
<tr>
<td>All inclusive fees for year #3</td>
<td>$___________</td>
</tr>
<tr>
<td>All inclusive fees for year #4</td>
<td>$___________</td>
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<tr>
<td>All inclusive fees for year #5</td>
<td>$___________</td>
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</tbody>
</table>

<table>
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<tr>
<th>Additional Services other than requested (specify if 1 time charge)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
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**Group 2 System Installation Cost (May be awarded separately from Group 1)**

**Assumptions:**
- Assumes install of 358 V2JE Units w/ Zpass
- Assumes run rate for V2JE installs is 5-6 per day per tech.
- Assumes Zonar system is not covertly mounted, can get acceptable signal
- Assumes minimum site access 6-days per week, 12 hours per day.
- Assumes project to be completed by selected vendor
- Assumptions installs are completed on-site at one location
- Assumes unrestricted access to sites, vehicles and hardware to complete the project during the timeframe described.
- Any shipping charges are the responsibility of selected group 1 vendor
- Installation includes 365 day warranty on workmanship.

Total $______________________________
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. __________ %

____________DAYS, NET___________

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 ______

Submission of Proposals: One original and FIVE copies of each Proposal must be received no later than 3:00 p.m. local standard time, October 31, 2012. It is the responsibility of the submitting vendors to ensure timely receipt by the District. The District reserves the right to reject all late submittals.

Mail or hand deliver proposals to:

Denver Public Schools
Purchasing Department
900 Grant Street, Room # 301
Denver, Colorado  80203
Attn: BD1559, Student Tracking System
DENVER PUBLIC SCHOOLS VENDOR INFORMATION FORM

The following information is required when submitting a response to a solicitation and placement in the DPS Vendor Directory. Please complete ALL areas. Mark N/A for those which are not applicable. Type or print legibly, all responses.

EMAIL completed form to ______________________________ or send it to the address shown on the last page.

1. a. LEGAL NAME OF FIRM:________________________________________________________
   b. DBA OR BUSINESS NAME (IF DIFFERENT):______________________________________________________________

2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
   a. STREET ADDRESS:________________________________________________________
   b. CITY:__________________________________ STATE:________ZIP:________________
   c. ALTERNATE ADDRESS:_____YES_______NO - If yes, attach separate sheet with information.
      (Address used for returns, etc., if different from #2 and #3)

3. PAY OR REMIT ADDRESS:
   a. LEGAL NAME OF FIRM:_______________________________________________________
   b. STREET ADDRESS:________________________________________________________
   c. CITY:______________________________ STATE:________ZIP:________________
   d. PAYMENT TERMS (e.g., 2% 10, net 30, etc.)________________________________________

4. a. FIRM TELEPHONE NUMBER: (       )_______________________________________________
   b. TOLL FREE NUMBER: (        )                                                                                                                   _
   c. CELL/MOBILE NUMBER: (_  _)___________________________________________________
   d. FAX NUMBER: (___)________________________________________________________
   e. EMAIL:_____________________________________________________________________

5. a. FIRM’S FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):_________________________
   b. SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.

6. The District has a VISA Procurement Card Program.
   Will your company accept the District’s VISA?             Yes________ No_________

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of
(name of firm)__________________________ and that the information contained herein is true
and correct to the best of my knowledge and belief.

Name:_________________________________________________ Title:_____________________________

Signature:______________________________________________ Date:_____________________________
7. In order to be classified as a Business Diversity vendor with the Denver Public School District, the vendor must attach a copy of its applicable certification.

Check the box (select one) which pertains to your enterprise.

- Disadvantaged Business Enterprise
- Small Business Enterprise
- Minority Owned/Controlled (MBE)
- 8(a) Certified
- Service Disabled Veteran
- Woman Owned/Controlled (WBE)
- Emerging Small Business Enterprise
- Veteran Owned
- Minority/Woman Owned/Controlled (M/WBE)

8. Debarment Certification

- I hereby certify that my firm is not on the Federal Contractor Debarment List.

Owner(s) Names(s) Percent of Male/ Title/ Ownership Female Position

____________________________  ________  ________  ______________________
____________________________  ________  ________  ______________________
____________________________  ________  ________  ______________________

Ethnicity of Business – Check the box(s) which are applicable (if any).

- African American
- Native American
- Hispanic
- Asian Pacific American
- Asian Indian American

Contact Person:
(your authorized representative):______________________Title:__________________Phone:______________

Email Address:_______________________________________________________________________________

Authorized Representative’s Signature:___________________________________Date:____________________

Provide a brief description of the types of goods and/services you offer. Please include your NAICS Code:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

If you are a diverse business and would like your company name to appear in the Denver Public School’s Diverse Business Directory, please check the box below.

- Yes, please add my company’s name to the directory.

If a copy of your applicable certification is not enclosed, we cannot add your company to the directory.


No employee of Denver Public Schools shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or Subcontract between the vendor and DPS.

For assistance please contact the DPS Business Diversity Outreach Program (BDOP) Manager, Sharon Gonzales – 720-424-5447,

Sharon_gonzales@dpsk12.org

Return completed application and attachments to:

Denver Public Schools
Sharon Gonzales, BDOP Manager
1350 E. 33rd Ave.
Denver, CO 80205