Strategic Sourcing Department  
780 Grant Street  
Denver, CO 80203

Date:

Subject: Request For Proposal, #BD1796 Facility Support for Students

Enclosures: (1) Request for proposal cover sheet  
(2) General terms and conditions  
(3) Special terms and conditions.  
(4) Scope of work/Specifications

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 Facility Support for Students. 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** - February 17, 2017

2) **Questions due date** - March 2, 2017, 3PM, Mountain Standard Time. Responses to questions will be provided in writing to all prospective bidders, by March 16, 2017 3PM, Mountain Standard Time.

3) **Proposal due date** - Proposals must be received in the District’s Strategic Sourcing Office on or before April 3, 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# BD1796.

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,  
DeeDee Case, CPPB
Date: February 17, 2017
Proposal number: BD1796
Proposal title: Facility Support for Students
Proposals will be received until: April 3, 2017, 3:00 p.m., local standard time at 780 Grant Street Denver, Colorado 80203

Goods or services to be delivered to or performed for: Denver Public Schools
For additional information please contact the buyer: DeeDee Case, CPPB 720-423-1307
Email Address: Deanna_case@dpsk12.org
Documents included in this package:
Request for Proposal Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Scope of Work Specifications

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: __________
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 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 Contract 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://purchasingnts.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.

6. 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.

7. Organization of BID response: (See scope of work section for additional details)

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

TAB B- Response to questions for bid

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

TAB D- Pricing.
   A  Submit a price 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 E- Vendor Profile. Provide a Vendor Profile to include:
   A. An overview of the company
   B. The length of time the Vendor has been in business
   C. An outline of the Vendor’s background and overall qualifications
   D. Resumes of key personnel
   E. Provide a minimum of three client references; including complete addresses, telephone numbers and contact person. Describe the contract for each reference.

TAB F – Redacted Bid 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 a portable storage drive device (thumb drive) please no CD’s. The District will distribute this electronic version for evaluation. It is the vendor’s responsibility to 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/.

**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.

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 620, "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://purchasingts.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.

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: February 17, 2017
Due date for questions: March 2, 2017 at 3:00PM local Denver time
Deadline for DPS to provide responses to questions: March 16, 2017 at 3:00PM local Denver time
Deadline for vendors to submit proposal: April 3, 2017 at 3:00PM local Denver time
On site oral presentations: April 14, 2017
Estimated notification of award: April 21, 2017

PURPOSE: To support the needs of students who’s IEPs demonstrate a need for a more restrictive environment than our traditional self-contained centers is able to provide.

TERM OF CONTRACT: This contract shall commence July, 2017 and shall remain in effect through June 30, 2018. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District.

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 email to DeeDee Case, Manager of Strategic Sourcing Department, Denver Public Schools at Deanna_case@dpsk12.org. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer.

Any official interpretation of this Solicitation must be made 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.

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: see page 22. In the second phase, the Committee will invite a limited number of Vendors who received the highest scores during phase one 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 scored. Round Two will be based on a 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. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

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. 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.
Overview:

District Background
The District is the largest school district in Colorado. It employs approximately 15,000 employees, and serves over 91,000 students. The District is unique in that the City, County and School District, as established by the state constitution, have the same geographical boundaries. Established as a school district in 1902, Denver is one of the finest urban school districts in the nation. The District operates approximately 93 elementary, 18 K-8 schools, 52 charter schools, 28 middle schools, 4 ECE-12, 14 6-12, 39 high schools and alternative pathways schools, three early education centers and one adult education center and participates in the Rocky Mountain School of Expeditionary Learning. The District is housed in approximately 200 buildings, within the Denver Metro Area. DPS is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

Purpose
Denver Public School District (DPS) is using a competitive bid process to secure resources to support the needs of students whose IEPs demonstrate a need for a more restrictive environment than DPS is able to provide. As a District, we want to ensure that our values of collaboration, equity and accountability are being championed as we search for a solution that best drives our primary goal of providing a free and appropriate education (FAPE) for all of our students at DPS. From time to time, a DPS student’s IEP team determines that a student should be served in a more restrictive environment than DPS typically provides. In the past, DPS has worked with various facilities around the State to provide services to these students on a case-by-case basis.

DPS feels that it would be in the best interest of the students, the district and the community to have an identified provider of these services to provide consistency and quality programming for our students. Therefore, DPS is seeking out a provider of special education programming and services that will guarantee enrollment for a certain number of students and not dis-enroll these students unless another provider of services has been identified and secured.

DPS will be awarding bids according to what is in the best interest of the district and, therefore, there could be multiple awards given in order to meet the total needs of DPS.

Section II
Scope of Work

Goals:

- Provide FAPE for students with severe special needs, including students suffering from:
  - Trauma from physical and mental abuse
  - Severe Significant Emotional Disabilities (SED)
  - Multiple failed school experiences
  - Students who are moving down from a residential placement, up from a self-contained district settings, and/or in from outside of the district.

- The provision of FAPE will include appropriate standards based curriculum and provision of related services as identified in each student’s IEP

- The provider of services will comply with IDEA, including conducting IEP team meetings, developing appropriate IEPs and BIPs, and overall providing students with FAPE.

- Guarantee enrollment for a certain number of students without declining to enroll students
• Guarantee services for a certain number of students without dis-enrolling students, unless another facility or placement has been identified and secured

• Work with families and guardians to support students enrolled in the program

**Requirements:**

• Services would begin in July 2017 and continue through the end of the 2017-2018 school year, with renewal options for three additional years.

• Services may be provided within contained classrooms located in DPS facilities or within the provider’s facility. DPS has two classrooms setup with an adjacent office and counseling office in a middle school and four classrooms with an adjacent office and counseling office in an elementary school.

• We will not allow the use of prone restraints.

• Non-DPS Facilities must be licensed in Colorado by the Department of Health and Human Services

• Guaranteed enrollment for up to ten (10) middle school students and/or twenty five (25), a provider may respond to this bid for the entire commitment, either the middle school or elementary portion, or even a subset of either. We would also be interested if a provider would like to respond with a variety of options in terms of students served and locations.

• The Facility must carry all appropriate insurance

• Staff must be appropriately licensed and qualified

• All Staff must submit to and pass the DPS background check process

**Questions for Bid:**

1) Would services be provided at your site or at a DPS facility?

2) Is your program currently licensed by DHH? If not, what is your plan to become licensed?

3) When could you begin providing services?

4) Describe what your program would look like?

5) How many students would have guaranteed enrollment in your program?

6) What grade level(s) would you serve?

7) What would be the cost? Is it a fixed amount, per pupil, or per day?

8) Law enforcement:
   a) What is your policy and/or procedure regarding contacting law enforcement?
   b) Requesting 72 hour holds?

9) Hospitalization:
   a) What is your policy and/or procedure regarding hospitalization?
   b) What is the threshold for when a student is hospitalized?

10) Restraints:
    a) What is your policy and/or procedure regarding the use of restraints?
    b) What will your restraint training entail?
    c) What program will you use?
    d) How will you track restraints?

11) Academic program:
    a) What curricular program will you use for reading, writing, and math?
    b) What curricular program will you use for social studies and/or science?
12) Behavior Program  
   a) What program will you use for affective needs and behavior?  
   b) What will be the staff training for affective education?  
   c) What system will you have in place for reinforcing positive behavior?  

13) Family Engagement  
   a) How do you intend to engage and work with families?  
   b) What structure will you have in place for engaging parents who have traditionally been disengaged?  

14) When would you unsuccessfully discharge a student from the program?  
   a) What support would you need to maintain the student if the parent would not engage?  

If you currently operate a facility:  

1) How long have you been operating?  

2) How many students do you serve on average?  

3) How many times did you contact law enforcement within the past two years?  

4) How many times did you hospitalize a student within the past two years?  

5) Do you currently track restraints? How? If you currently track the use of restraints, please answer the following:  
   a) How frequently do you restrain students?  
   b) How many of these restraints are prone holds?  
   c) Please provide a copy of your incidence forms from the past year.  

6) If applicable, what is your current rating through DHS?  

7) How many formal due process complaints have you had to defend in the past two years? For each, please describe the resolution (settlement, court order, dismissed, etc.)?  

16) What is your criteria for enrollment  
   a) Policies and Procedures  

17) How many students have you unsuccessfully discharged from the program in the past two years?  
   a) What were the reasons for the unsuccessful discharges?  

Section III  
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- Response to questions for bid  

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

TAB D- Pricing.  
   A Submit a price 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 E- Vendor Profile. Provide a Vendor Profile to include:  
   F. An overview of the company  
   G. The length of time the Vendor has been in business  
   H. An outline of the Vendor’s background and overall qualifications  
   I. Resumes of key personnel  
   J. Provide a minimum of three client references; including complete addresses, telephone numbers and contact persons.  
   Describe the contract for each reference.
### Category Points

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational programing</td>
<td>30</td>
</tr>
<tr>
<td>Performance history</td>
<td>30</td>
</tr>
<tr>
<td>Price</td>
<td>10</td>
</tr>
<tr>
<td>Ability to guarantee the ability to serve a select number of students</td>
<td>10</td>
</tr>
<tr>
<td>Policies and procedures regarding restraint and/or use of prone hold</td>
<td>10</td>
</tr>
<tr>
<td>Policies and procedures regarding law enforcement intervention</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

#### A. Round One:
Evaluation scores will be based upon the written responses provided to the District for the RFP using the table above. 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. 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 100.

**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/interview. 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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your offer comply with all the terms and conditions? If no, indicate exceptions.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does your offer meet or exceed all specifications? If no, indicate exceptions.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>State percentage of prompt payment discount, if offered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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/](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).

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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