Date: April 7, 2017  
Subject: Request for Proposal, BD#1799 Observation and Progress Monitoring Tool  
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 online.

Please note: 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 a tool that will capture and share evidence, comments and feedback from classroom observations, and will tie these observations and notes back to goals and progress. Unless otherwise noted, (bidders) must provide a proposal on all 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 – April 7, 2017

2) Bidder Optional Conference Call – April 11, 2017 – 10:00AM local Denver time. This pre-bid conference call is optional and will review the scope of work documents and requirements of the RFP with potential bidders. The maximum time for this call will be one hour. Please note that in order to participate in this call and to receive dial in bridge information; you must email DeeDee Case, deanna_case@dpsk12.org by 3PM local Denver time on Monday, April 10, 2017. Due to space limitations, we cannot have any vendors on-site for this call.

3) Questions due date – April 18, 2017 – by 3PM local Denver time. Questions that arise during the response preparation period regarding issues around this solicitation, purchasing and/or award should be directed via email to Deanna Case, deanna_case@dpsk12.org. The Vendor submitting the question shall be responsible for ensuring that the buyer receives all questions no later than 3pm on April 18, 2017. Responses to questions will be provided via an addendum to this RFP and posted on the DPS Strategic Sourcing website.

4) Proposal due date - Proposals must be received in the District’s Strategic Sourcing Office on or before Thursday, May 4, 2017 by 10AM local Denver 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#1799.

5) **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 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 via email.

Sincerely,

DeeDee Case, CPPB
Strategic Sourcing Manager
Date: April 7, 2017
Proposal number: BD#1799
Proposal title: Observation and Progress Monitoring Tool
Proposals will be received until: May 4, 2017
10AM local Denver time
at 780 Grant Street
Denver, Colorado 80203
Goods or services to be delivered to or performed at: District-wide
For additional information please contact the buyer: 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, email the buyer listed above. 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.

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BD1799 Page 3 of 29
I. APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as “District”) by all prospective suppliers (hereinafter referred to as “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:

i. 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.

ii. 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.

iii. 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.

iv. 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 diseminate 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.
v. 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

i. 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.

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

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

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

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

i. 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.

ii. 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.

iii. 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 when required in conjunction with the prescribed method of award. Proposal submission requirements regarding vendor pricing are outlined in Section IV “Proposal Preparation and Submission Requirements” TAB O on page 26.

      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.

         TAB A – Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section)
         TAB B – Management Summary
         TAB C – Vendor Profile
         TAB D – Solution Details
         TAB E – Usability and Accessibility
         TAB F – Software and Hardware Specifications
         TAB G – Project Management, Project Schedule, and Implementation Plan
         TAB H – Testing Plan
         TAB I – Training, Support, and Supplemental Materials
         TAB J – Business Continuity and Disaster Recovery
         TAB K – Upgrade Releases and Patches
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 CD/ROM disk or furnish the copy on a portable storage drive device (thumb drive) along with the master paper copy. The District will distribute this electronic version for evaluation. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions, and pricing.

3. In the event that there is an “Open Records Request” the District has requests 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. Offers submitted via facsimile machines or email will not be accepted.

5. 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 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/suppliers/vendors/.

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 herein, 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 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, 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.
REQUEST FOR PROPOSAL

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

Date RFP is posted: April 7, 2017
Date of pre-bid conference call (optional): April 11, 2017
Due date for questions: April 18, 2017
Deadline for DPS to provide responses to questions: April 21, 2017 3:00 PM MST
Deadline for vendors to submit proposal: May 4, 2017 – by 10AM local Denver time
Notification of finalist for oral presentation: Week of May 15th
On site oral presentations: May 24-25, 2017
Estimated notification of award: June, 2017

PURPOSE: The District is seeking to identify, select and implement an observation/progress monitoring tool that will support multiple audiences (School Leaders, Senior/Team Leads, Special Service Providers (SSPs) and Teachers) in receiving ongoing coaching and feedback to improve practice. The system should feature a video capability allowing for the usage of videos in providing coaching and feedback via observations.

TERM OF CONTRACT: 3-year contract with two 1-year renewal options

OPTION TO RENEW: Yes

CONTRACT SUPPORT: The Vendor must have demonstrated its capability to provide such system contract support to other customers to be eligible for this award.

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

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

COOPERATIVE PURCHASING EFFORTS: Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council).

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

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:

<table>
<thead>
<tr>
<th>General Liability</th>
<th>Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy form</td>
<td></td>
</tr>
<tr>
<td>Policy Aggregate</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Products/completed operations aggregate</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Each occurrence limit</td>
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<tr>
<td>Personal &amp; advertising injury limit</td>
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<tr>
<td>Products/completed operations</td>
<td></td>
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<tr>
<td>Defense in excess of limits</td>
<td></td>
</tr>
<tr>
<td>Per location / per job aggregate limit</td>
<td></td>
</tr>
<tr>
<td>Blanket contractual</td>
<td></td>
</tr>
<tr>
<td>Independent contractors</td>
<td></td>
</tr>
<tr>
<td>Primary &amp; non-contributory</td>
<td></td>
</tr>
</tbody>
</table>
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 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 any 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.

**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.

**SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors' competencies and abilities. On the basis of these evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.
Denver Public Schools (hereinafter referred to as “DPS” or the “District”) is soliciting a Request for Proposals (RFP) from qualified vendors to determine the most suitable packaged solution for an Observation and Progress Monitoring System. The District intends to launch a pilot program in January of 2018 to allow school leaders to benefit from a systematic approach to coaching and development ahead of annual reviews. Before the start of the school year in August of 2018, the District expects to decommission its current observations system and release the new application to teachers and Special Service Providers (SSPs) for use as both a progress monitoring and observations system. Overall, the system is expected to promote a cycle of feedback and ongoing coaching and progress monitoring to all audiences.

District Background

The District has an enrollment of over 90,000 students of whom more than 68% are eligible for free/reduced lunch and approximately 37% are English Language Learners. The District employs 5,245 Teachers in 199* schools and a total of 14,792 full- and part-time professional and support personnel in several office facilities. The breakout of schools by grade level is as follows:

- ECE-K: 3
- Elementary: 93
- ECE-8 Schools: 18
- ECE-12 Schools: 4
- Middle: 28
- 6-12: 14
- High Schools: 39

The District is known for its progressive, reform-minded agenda. To that end, the DPS Board of Education established the Denver Plan 2020 as the District’s five-year strategic plan. With the vision of Every Child Succeeds, DPS has committed to five specific goals designed to close academic achievement gaps and prepare all students for success in college and the workforce. The Denver Plan outlines the following goals:

1. Great schools in every neighborhood: By 2020, 80% of DPS students will attend a high-performing school, measured by region using the District’s School Performance Framework (SPF).

2. A foundation for success in school: By 2020, 80% of DPS third grade students will be at or above grade level in reading and writing.
3. Ready for college and career: By 2020, the four-year graduation rate for students who start with DPS in ninth grade will increase to 90%. The District will also double the number of students who graduate college and career ready, as measured by the increasing rigor of the state standard.

4. Support for the whole child: In 2015, a task force, including DPS staff, parents, students, community partners, and city agencies came together to define support for the whole child and recommend a plan to measure this goal and track progress. Collaborating departments are working to provide resources to schools in support of the whole child.

5. Close the opportunity gap: By 2020, the graduation rate for African-American and Latino students will increase by 25 percentage points. Reading and writing proficiency for third-grade African-American and Latino students will increase by 25 percentage points.

*Not all schools will use the new observation and progress monitoring system.*

**Observations & LEAP Background**

Leading Effective Academic Practice (LEAP) is a program developed collaboratively between DPS, the Denver Classroom Teacher Association (DCTA), and the Bill & Melinda Gates Foundation as part of the Measures for Effective Teaching (MET) program. In the fall of 2010, DPS developed a customized Framework for Effective Teaching, introducing a shared definition of effective teaching that would become the foundation not only for LEAP, but for aligning all of Denver’s talent management policies. During this phase, the stakeholder team established a list of guiding principles, several of which are highlighted below:

- **Multiple Sources of Data:** The system of assessment should bring together various points of data (including principal observation, peer observation, student growth, self-reflection, and other information) to identify areas of strength and to set clear, specific targets for growth.

- **Continuous Feedback:** The system should provide frequent and ongoing feedback about practice, rather than one-shot data points. Constructive feedback is the lifeblood of improvement, providing information about areas of strength and areas for growth, and it should flow through all aspects of the system to ensure each element—from classroom practice to professional development—is achieving the desired results.

- **A Culture of Learning:** The system must support and encourage learning and innovation at all levels—in students, in educators, and in administrators—instead of being punitive or only rewarding compliance. Growth must be the end game for all members of the system. The District as a whole, as well as individual schools, must be intentional about fostering a culture that supports everyone to learn.

Since the pilot release of the LEAP program in 2011 and the introduction of its eponymous application in 2014, LEAP has seen significant evolution and refinement. Currently, the state requires 50% of a teacher’s evaluation to be based on their Professional Practices both in and out of the classroom, while the other 50% is sourced from measures used to evaluate the teacher’s impact on Student Growth.

The need for classroom observations has consistently remained a pillar of the Framework for Effective Teaching, and falls into the teacher’s Professional Practice body of evidence. Teachers receive observations and feedback multiple times per year from their school’s principal or other school leaders. Most teachers also are assigned a peer observer, a fellow teacher working on full-time special assignment for the school district who has experience in the same content area. Observers can create multiple types of observations, including full observations, partial observations, and walk-throughs. Observers may also choose a score per observation indicator on a scale of 1-7 based on guiding evidence from the Framework for Effective Teaching, or may leave indicators unrated while adding comments. In 2016, observers were also given two comment-only indicators, named “Bite-Sized” and “Follow-Up” to provide additional guidance to teachers.

With all of this in mind, the system currently used to record teacher observations has not kept up with the changing needs of the LEAP program, and no longer supports the guiding principles. The District seeks a system that not only improves the observation process through use of videos and flexible workflows, but that allows for teachers to better monitor their own progress throughout the school year and to solicit feedback from their peers and leaders.

**School Leadership & LEAD Background**

School leaders are evaluated through the LEAD program, which seeks to provide meaningful feedback for professional growth planning and professional learning. Like LEAP, LEAD was created through collaboration with current and former DPS school leaders and central office leadership. LEAD uses the School Leadership Framework to define requirements for performance ratings, providing transparency and consistency to its users.
At the end of each performance year, which runs January through December, school leaders receive final ratings. To determine final ratings, LEAD follows the state statute requirements and looks at multiple measures of a school leader’s performance related to Professional Practice and Student Growth:

- **Student Growth:** The student growth portion of LEAD is how accountability for student success is integrated into the system. This looks at the school’s academic growth using the School Performance Framework (SPF) as well as 2-3 individualized student growth goals based on the school’s Unified Improvement Plan (UIP) and School Improvement Plan, and accounts for 50% of a school leader’s overall rating.

- **Professional Practice:** Professional Practice is measured by looking at the work a school leader does to impact student achievement aligned to six expectation areas, and counts for the other 50% of a school leader’s rating. Data from many sources can be used to inform a school leader’s professional practice rating, including Teacher Perception Survey data, LEAP observation completion rates, handling of human relations decisions, observations by supervisors and results from the Parent Satisfaction Survey.

Please note that the term “school leader” can apply to many different types of employees at DPS, who may also be evaluated under other frameworks. For example, a senior team lead will receive two evaluations – one through LEAP for their classroom work, and one through LEAD for their leadership contributions.

Currently, there is not a system available to allow school leaders to track progress against their goals and receive feedback from their leaders over the course of the calendar and school year. Evaluations through the LEAD program are point-in-time events, and there is no guarantee that the school leader will receive feedback aimed at professional development in time to adjust their practices. The new system would solve this gap in continuous feedback, while also allowing leaders to track progress against their own goals and receive coaching from their peers.

**Specialized Service Providers Background**

Specialized Service Providers (SSPs) are key staff members who play an integral role in supporting the Whole Child goals outlined in the Denver Plan 2020. These employees have the knowledge and skills necessary to ensure that DPS’ diverse student populations have equitable access to academic instruction and participation in school-related activities. The following list demonstrates some of the critical roles SSPs fill:

- Audiologists
- Deaf and Hard of Hearing Itinerants
- Occupational Therapists and Physical Therapists
- School Counselors
- School Nurses
- School Psychologists and School Social Workers
- Speech Language Pathologists
- Teachers of the Visually Impaired and Orientation and Mobility Specialists

SSPs are assessed using the Growth and Performance System (GPS), which was designed to support SSPs in their professional development. While each of the roles listed above is evaluated by their own unique framework, 50% of the evaluation used for GPS are focused on Professional Practice while the other 50% addresses measures of Student Growth. The Professional Practice evaluation components call for regular, meaningful feedback sessions with evaluators. Three check-in sessions are required per year (beginning-of-year, mid-year, and end-of-year), but ongoing conversations are highly encouraged. Additionally, those evaluating SSPs are expected to observe and collect relevant data on the SSP. As there are many types of SSPs, the types of data collected and methods of observation change based on the employee’s exact role. SSPs may be evaluated by a leader in a school, or may serve many locations and be evaluated by a centrally located administrator.

**Purpose**

With the analysis of the current state of systems and processes covered in the previous background sections in mind, DPS has outlined the following objectives it wishes to accomplish as it seeks a comprehensive system to provide regular, meaningful feedback to teachers, school leaders, and SSPs:
Objective #1: Enhance the teacher observation process by increasing teacher and observer interaction, allowing greater administrative control over the system and expanding user access to resources and analytics to support teaching and the observation process.

a. **Current Pain Points:** The District has chosen not to renew a maintenance contract for the existing observations system, and is looking to replace the application. The system is used to record teacher observations, which are a necessary data point in teacher evaluations for the Leading Effective Academic Practice (LEAP) program. The system has proven difficult to adapt to changes in the observation framework and terminology, creating the need for manual steps and work-arounds communicated to users externally. Help text and links to other systems desired to more fully support the observation process have not been possible to implement, leaving users without easy access to instructions or supporting materials directly linked to observer feedback. The current system also lacks the desired functionality to easily share drafts with different groups of users, with only the reviewed teacher able to access draft observations through automatically generated emails. Additionally, the current system does not support the use of video observations, and does not allow for teachers to solicit feedback from peers.

b. **Desired Future State:** The district wants to implement a user-friendly, easily customizable system to replace required observation functionality completely. The system will also provide more robust feedback to teachers by adding the ability to upload and review video observations, allowing reviewers to share draft observations with groups, enabling teachers to solicit informal feedback from peers and providing the opportunity for in-app communication between teachers and observers.

Objective #2: Provide enhanced, ongoing progress monitoring for school leadership, teachers and SSPs district-wide by increasing the opportunity for providing and receiving timely feedback, tying coaching to individual goals or standardized performance expectations, and enabling dynamic data analysis.

a. **Current Pain Points:** There is a need to centralize the standards used to rate leadership and SSP performance and ensure the consistency and transparency of expectations for success. Without a cohesive, centralized system to record feedback, supervisors fill the gap with their own private trackers. This has resulted in siloed feedback, lack of transparency and the risk of evaluations not aligning with established leadership frameworks. Additionally, as there is no system for ongoing progress monitoring outside of formal reviews, employees do not always receive critical feedback in time to adjust their practices. Data extraction and reporting from systems currently used to record evaluations (the only data points currently available) is not a user friendly process, hampering administrators from performing deep analysis on coaching and preventing employees from accessing details on their own progress.

b. **Desired Future State:** The selected system will provide a centralized location for ongoing coaching support for SSPs, school leaders and teachers, enabling long-term progress monitoring and reporting. The system will standardize feedback tied to the evaluation frameworks, while remaining flexible enough to accommodate goals unique to schools or networks.

**Schedule of Activities**

The District plans to select a vendor solution by June 2017. The solution must be fully ready by January 2018 in preparation for the spring semester. Though the semester does not start until January, the District requires that the solution be ready for administrative use by October 2017 in anticipation that data preparation and business rule configuration will be required to execute leader observations.
The following activities outline the process used to solicit vendor responses and evaluate each vendor proposal.

<table>
<thead>
<tr>
<th>Date RFP is posted</th>
<th>April 7, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of pre-bid conference call</td>
<td>April 11, 2017</td>
</tr>
<tr>
<td>(optional) Due date for questions</td>
<td>April 18, 2017</td>
</tr>
<tr>
<td>Deadline for DPS to provide responses to questions</td>
<td>April 21, 2017</td>
</tr>
<tr>
<td>Deadline for vendors to submit proposals</td>
<td>May 4, 2017 – by 10AM local Denver time</td>
</tr>
<tr>
<td>Notification of finalists for oral presentations</td>
<td>Week of May 15th</td>
</tr>
<tr>
<td>On-site oral presentations</td>
<td>May 24-25, 2017</td>
</tr>
<tr>
<td>Estimated notification of award</td>
<td>June, 2017</td>
</tr>
</tbody>
</table>
Section II
Scope

The District is seeking proposals from qualified vendors for an observations and progress monitoring system, as well as implementation services, annual support and maintenance, and training. The vendor solution must adhere to all State and Federal regulations relating to student data privacy and confidentiality. This includes, but is not limited to, the Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), and the Health Insurance Portability and Accountability Act (HIPAA).

Vendor Agreements:

The district would like the vendor to acknowledge the following critical needs:

- The vendor agrees to accept a letter of intent ahead of a final contract if required.
- The vendor understands that all data within the system belongs to the District, and may be extracted at any time.
- The vendor will sign a Student Data Protection Agreement (DPA).
- The vendor will sign the DPS Software Agreement.
- The vendor should have a product or account manager previously involved in an implementation for a similarly sized school district review this RFP.
- The vendor understands that the District wishes to use Clever (https://clever.com/) or One Roster (http://www.imsglobal.org/membersandaffiliates.html) to exchange course, section and student data. Both products require the vendor to have paid subscriptions to access content.

☐ VENDORS: Check box to acknowledge the above vendor agreements.

General System Requirements

The vendor solution must meet the following general system and interface requirements:

- Users can access all required information via screens that are visually appealing, intuitive, and easily navigable.
- Users can access all systems on a desktop, tablet, or mobile device (including all Apple devices and Google Chromebooks).
- All interfaces are branded with DPS specific graphics, design, and information.
- All interfaces are required to be compliant with W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content per the Denver Public Schools agreement with the Office of Civil Rights (https://www2.dpsk12.org/architecture/accessibilityguide/)
- The look and feel of all interfaces are consistent.

☐ VENDORS: Check box to acknowledge the above general system requirements.

User Roles and Key Stakeholders

The following is a non-exhaustive list of users expected to interact with the system, and a high-level overview of the activities they will need to perform. These are generalized groupings of expected users included as a sample to demonstrate the stakeholders considered when developing the following business and technical requirements. The system will be expected to accommodate multiple sub-groups of these user types, each with their own functions and permissions as defined by their role.

Additionally, the system must support multiple roles per user. For example, a peer observer may also be a teacher, and would have different needs from the system depending on their intent.

All users are expected to have the ability to upload videos and documents.

- **Administrators:** Administrators will be assigned from multiple departments, and will have the ability to control and monitor all content in the tool. Administrators will be responsible for the configuration of caseloads, templates, rubrics, user roles, help and support resources, and any other functions deemed critical to process completion. Administrators must have easy access to analytics used to monitor completion rates and other qualitative/quantitative reports.
Peer Observers or: Peer Observers must be able to create, edit, share and complete observations for teachers. They will be able to communicate with teachers through the tool, and will have the ability to share information with the teacher or other users before an observation is finalized.

School Leaders: School leaders will be able to monitor statistics for all assigned teachers. They will be able to initiate observations and progress monitoring items for their teachers, as well as to view and interact with any information shared with them. Additionally, school leaders will use the system for their own progress monitoring, including sharing and responding to items for feedback from their peers and receiving coaching from their own leadership.

Teachers: Teachers are expected to use the tool to monitor their own yearly progress, including setting goals, monitoring their own growth and soliciting feedback from leadership and peers. The tool will support all aspects of the observation process for teachers, including allowing teachers to communicate with their peers and reviewers and view important qualitative and quantitative data.

SSPs: SSPs will use the tool for their own progress monitoring needs. This may include recording their goals, tracking conversations, entering notes and viewing their progress over time.

General Business & Technical Requirements

The purpose of the following section is to provide RFP respondents with operational context while providing the District with more information about how the system could meet current and projected needs. Both the business requirements below and the more detailed requirements in Appendix A are divided into six sections – 1. General System & Administrative, 2. Templates & Rubrics, 3. Videos & Attachments, 4. Collaboration & Workflow, 5. Self-Reflection and Analytics and 6. Technical. In analyzing operations and processes from the perspective the stakeholders listed above, these sections correspond with the major work streams that the vendor solution must support.

We ask that each response describe how the proposed solution will address and support each of following work streams and the corresponding requirements. Some requirements will be posed as questions, as we want to better understand what methods are available within the solution to meet the business needs, and to allow the vendor to highlight solution functionality and similar successful implementations.

1. General System & Administrative:
   a. What makes your system the best choice for the district? Please include references if there are other districts currently supported by your tool.
   b. The system must allow for some users to enter and manage observations while also providing methods for progress monitoring for all users. Describe how the system will meet different needs for different audiences.
   c. Describe tools available to administrators to customize and manage the system, such as setting user permissions, configuring accounts, archiving observations and content, and adding help text or other user support resources.
   d. Describe dashboards accessed by the users, including any available data visualizations and drill-down functionality. Please include screenshots, and highlight opportunities for user or administrator customization.

2. Templates & Rubrics:
   a. Describe how the system supports multiple rubrics and templates, including how these are customized.
   b. Is there anything about rubrics or templates that is school year or cycle driven?
   c. Describe how the system will support the concept of official and unofficial items (official items will have data sent to related systems, unofficial items will stay local).
   d. How does the system support both video and text-based observations?
   e. Does the system come pre-loaded with professional development libraries? If not, how can the system accommodate this?

3. Videos & Attachments:
   a. Describe how the system supports video upload and/or capture.
   b. What other types of documents are users allowed to upload? How do users manage these documents?
   c. Describe the features available to complement use of video or documents, such as time-stamped comments, scripting, in-app video editing or video playback.
   d. If the district wished to create its own professional development library from user submitted content, how would the tool support this?
   e. How have you addressed legal concerns around videos and video sharing with other districts? Please include references where relevant.

4. Collaboration & Workflow:
a. How does the system support flexible workflow, allowing users to share along both pre-configured workflow paths and with other employees selected on the spot by the user?
b. Describe methods of informal feedback supported by the system.
c. How much control are users given over content they have submitted (modifying, unsharing, deleting, etc)?
d. How could users share feedback given to others for leadership development (coaching the coaches)?

5. Self-Reflection & Analytics:
   a. Describe how the system’s features support an ongoing coaching and development cycle for users.
   b. Are users able to generate both canned and ad-hoc reports? Please describe user access to reporting tools, along with samples.

6. Technical Requirements:
   a. Describe how the system accommodates an organizational hierarchy, and what data can be used as a source (ie., job codes from an HR system).
   b. Please list the cloud-based hosting services used by the vendor software package, including the hosting tier level.
   c. Is the vendor solution offered through a named license or a concurrent license for user license pricing?
   d. Infinite Campus (IC) is used as the District’s Student Information System (SIS). Please describe any previous experience working with IC as the SIS, including references if applicable.

Features and Functions

The Appendix A SPREADSHEET (available via email from Deanna Case) contains the list of features and functions that the District wishes the vendor solution to fulfill in each work stream. The District has prioritized the features and functions as either required, preferred, or desired. Required features and functions are those that the District needs to consider the solution as operational and to meet the needs of its users. Preferred features and functions are those the District very much wants in the solution and would assist in operational efficiency, but are not necessary to meet the critical needs of its users. Desired features and functions are those the District thinks might be beneficial or might need in the future, but there is currently no urgent need. For each feature or function identified by the District, please indicate its availability and provide any additional comments in the spreadsheet.

Technical Requirements

The Appendix A SPREADSHEET (available via email from Deanna Case) contains the list of technical requirements that the District wishes the vendor solution to fulfill. As with the business requirements, the District has prioritized these technical requirements and specifications as either required or preferred. Required items are those that the District considers necessary in order for the solution to be compatible with existing systems and compliant with DPS and state policies. Preferred requirements and specifications are those that the District’s technical department wishes to see in the system solution, though the department is open to other technologies and methodologies. The following sections provide detailed requirements and diagrams regarding how the vendor solution should interact with existing systems and processes.

Any material, equipment, or network requirements necessary for proper implementation and operation of the system that has not been specified or has not been described in this document must be called to the District’s attention prior to the proposal due date.
**Desired Data Flow**

The diagram below shows the District’s initial draft of how DPS systems will interact with the vendor solution. This diagram should be considered a draft, and is subject to change depending on process modifications.

Critical points of integration will be between the vendor system, ADFS, ODS and Clever/One Roster. ADFS (Active Directory Federation Services) is used by all DPS systems to authenticate users and provide single-sign on capability. ODS (Operational Data Store) is the district’s centralized database system, and is used to push observation and areas of focus data into LEAP. ODS will provide employee information (and potentially other data points) to the vendor solution. Infinite Campus (IC) is used by the District to record all course, roster and student information. This data will be exchanged through either Clever or One Roster before it is delivered to the vendor solution.

There is no existing interface for transferring data into Infor HR, the evaluation system used for school leaders and teachers. The District wishes to keep this manual process in place, which may create the need for data extracts from the vendor system.
Section III
Evaluation Criteria / Method of Award

The District will award the contract for the Observation and Progress Monitoring System based upon two rounds of evaluation including the following items: written response, oral presentation, and assessment of the system functionality as determined by review of a vendor provided demo site. The District’s Response Evaluation Committee will review and score each vendor on all elements listed below on the Evaluation Criteria table in a round one evaluation. Vendors who receive the highest scores in round one will be invited to oral presentations where the District’s Response Evaluation team will complete a round two of scoring. The District intends to award this contract to the vendor who receives the round two highest score.

In the first round, the Evaluation Committee will score each vendor by reviewing written responses, documentation and demo sites submitted by the vendors. Evaluation will be based on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price</strong></td>
<td></td>
</tr>
<tr>
<td>Including how the final price is calculated, implementation costs, recurring maintenance, and all other associated costs.</td>
<td>20%</td>
</tr>
<tr>
<td>Implementation costs</td>
<td>10%</td>
</tr>
<tr>
<td>Recurring maintenance and support</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Design and Solution</strong></td>
<td></td>
</tr>
<tr>
<td>Defined in fulfilling the desired features and functions as described by the scope. The total points associated with design and solutions, current and native functionality are allocated as indicated below.</td>
<td>55%</td>
</tr>
<tr>
<td>General System Requirements &amp; Technical Requirements</td>
<td>10%</td>
</tr>
<tr>
<td><em>E.g. – User friendly interface, usability on all devices, translations, and accessibility</em></td>
<td></td>
</tr>
<tr>
<td><em>Compliance, security and audit capabilities, reporting, and data processing</em></td>
<td></td>
</tr>
<tr>
<td>Templates &amp; Rubrics</td>
<td>10%</td>
</tr>
<tr>
<td><em>E.g. – Ability to support multiple templates and rubrics, customizable templates and rubrics, and ability to support different observation types</em></td>
<td></td>
</tr>
<tr>
<td>Videos &amp; Attachments</td>
<td>15%</td>
</tr>
<tr>
<td><em>E.g. – Ability to support and edit videos, types of attachments that can be uploaded, ability to share videos and attachments</em></td>
<td></td>
</tr>
<tr>
<td>Collaboration &amp; Workflow</td>
<td>10%</td>
</tr>
<tr>
<td><em>E.g. – Ability to support flexible workflow, informal feedback support, capability to share user feedback</em></td>
<td></td>
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<tr>
<td>Self-Reflection &amp; Analytics</td>
<td>10%</td>
</tr>
<tr>
<td><em>E.g. – Ongoing coaching and development capabilities, reporting, and user self-reflection support</em></td>
<td></td>
</tr>
<tr>
<td><strong>Vendor Viability</strong></td>
<td></td>
</tr>
<tr>
<td>Customer references, past performance, proposal quality and experience implementing specified requirements</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Implementation and Support</strong></td>
<td></td>
</tr>
<tr>
<td>Includes all tabs in vendor response (e.g. – software and hardware specifications, testing plan, disaster recovery, schedule and implementation plan, support and maintenance, etc.)</td>
<td>15%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

In the second round, the Evaluation Committee will invite a limited number of vendors to participate in Round Two. Round Two will be an on-site demonstration as well as a sample demonstration system (sandbox environment) to key choice stakeholders and a presentation/interview to the Evaluation Committee. Vendors will be notified via e-mail that they have been invited to participate in this round. Please Note: The overall score from Round One is only used to determine the Round Two participants. Selectees to Round Two will be given a new scoring matrix upon invitation.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with other vendors.
Section IV
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. Please provide your full proposal in a single PDF document with a maximum of 75 pages. Additional marketing materials can be provided in a separate attachment but please keep the formal proposal focused on the specific requirements and functionality requested in this RFP. 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 a management summary and an overview of proposed services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.

TAB C – Vendor Profile: Provide a brief description and history of your company including current size, organizational structure, qualifications, and a short bio of all key personnel. Vendor must supply three current references that include the following: Name of company, contact, telephone number, address, brief project description, and completion dates. The references should be customers similar in size and/or complexity to DPS. K-12 education references are preferable.

TAB D – Solution Details: Include a description of your comprehensive solution to the user roles, general system, business, and technical requirements described in Section II. Describe your system’s functionality and content. Additionally, outline how your solution is appropriate for the District’s policies and business objectives as outlined in Section I.

TAB E – Usability and Accessibility: Describe how your solution addresses accessibility compliance and the ability to appeal to diverse family needs, including cultural and socio-economic factors, varying English language proficiency levels, visual impairment, and hearing, etc.

TAB F – Software and Hardware Specifications: Provide software specifications and requirements for desktop, mobile, and infrastructure that are appropriate for the solutions presented. Address proprietary as well as third party requirements including, but not limited to operating systems, system environments, browsers, etc. Provide proposed server hardware recommendations including hardware specifications, CPU requirements, and operating system needed for deployment and management of the vendor solution. Any material, equipment, or network requirements necessary for proper implementation and operation of the system that has not been specified or has not been described in this document must be called to the District’s attention prior to the proposal due date.

TAB G – Project Management, Project Schedule and Implementation Plan

The vendor should describe its project management and implementation methodology and how it will meet the District’s desired implementation timeline. Provide an overview of vendor resources who will support the implementation including title, role/ability description, management approach and expected duration of support. Describe how the vendor will contribute to project management, requirements gathering and change management/support planning. A sample project plan detailing the work schedule, tasks, number/role of team members, expectations from District staff, and the anticipated timeline to deployment and district readiness must be submitted with the proposal.

TAB H – Testing Plan: The vendor should describe its testing methodology. The District expects the vendor to have robust testing procedures and plans to ensure that the system meets requirements and that defects do not escape to the end user. This should be demonstrated through well-documented test plans, test cases, testing schedule, status reports during testing, and defect resolution SLA. Testing documentation should be reviewed with DPS prior to the start of development. During the implementation phase, the vendor should participate in weekly check-ins to discuss test progress, outstanding defects, and resolution timelines. The vendor should be primarily responsible for testing the solution, with assistance from DPS staff during both test planning and execution.

TAB I – Training, Support, and Supplemental Materials: Provide a detailed description of the training and support provided by your firm for your solution. Address technical training, user training, and “train the trainer” as well as online, classroom,
and any other delivery method available. Describe your customer support model and identify who the users may contact, the frequency, and hours of availability. Provide documentation of your service level agreements (SLAs) and describe the means to access your firm’s subject matter experts. Also, explain how your organization will maintain SLA’s during peak utilization periods (e.g. adding incremental support staff) and adequately accommodate an organization the size and complexity of DPS. Discuss supplemental materials provided to support your solution including training manuals, quick reference guides, help files, tutorials, etc.

**TAB J – Business Continuity and Disaster Recovery:** Provide information concerning your company’s disaster recovery and business continuity plan. Detail how impact to the District will be minimized in event of an issue and disaster recovery plans during business critical time periods. Provide information on how your company would assist the District in its business continuity as well as disaster recovery planning and the actualization of the plan. Include 7 x 24 contact capabilities, escalation procedures and backup availability.

**TAB K – Upgrade Releases and Patches:** Describe the release schedule for your solution. Address current release as well as the product roadmap for the next 18 months, release delivery notification and methodology, and the upgrade process.

**TAB L – Security and Confidentiality:** Describe the process by which District data is maintained confidential and not released in any manner to anyone but District approved personnel. Describe how the vendor solutions with state and federal regulations including but not limited to FERPA and the Colorado Student Data Privacy Law.

**TAB M – Licensing and Maintenance:** The vendor should describe maintenance options and agreements, an outline of what is included in a maintenance agreement, and any required licensing and associated costs. The vendor should also outline the required skills the District will need in order to effectively administer and maintain the system. Reference Appendix B - the District’s Software License and Services Agreement, which the selected vendor will be accountable to sign. If redlines are required, we ask that you include those as an attachment to Appendix B. This will expedite DPS Legal review.

**TAB N – Risk Analysis:** Identify the major risks associated with this project. For each risk, identify those activities that can be undertaken to reduce, mitigate, or eliminate the risk. Ensure these activities are reflected in your project management and implementation plans.

**TAB O – Costs:** Please provide pricing as described below for the implementation of the proposed solution.
1. Submit a price proposal to provide the features, functionality, and services detailed in your scope of work.
   a. Itemize pricing for any shipping or other charges that may apply.
   b. All charges are to be listed separately. Identify one time charges and ongoing expenses. Include incremental costs for service upgrades.
   c. Wherever possible, itemize the pricing by module/functionality (e.g. – school finder, choice application management, and waitlist management listed separately)
      i. Include any applicable discounts available from bulk purchase of all modules
2. Submit any other pricing/cost data necessary to carry out the project.
   a. Provide pricing schedules for all services if applicable.
   b. Provide pricing schedules for all levels of service available, including monitoring services, reduced response times, after hours support, etc.

**TAB P – Redacted copy of proposals:** In order to balance the demands of the Colorado Open Records Act and DPS’s obligations as a public school district within the state of Colorado, we request all vendors provide a redacted (if necessary) version of their proposal as part of their submission. process.

**Appendix A - Requirements**

Please complete and provide the Appendix A SPREADSHEET as part of your final RFP proposal. An Excel version of the spreadsheet is available via email from DeeDee Case – deanna_case@dpsk12.org.
File the following in TAB A

Does your offer comply with all the terms and conditions? If no, indicate exceptions. Yes ________ No ________

Does your offer meet or exceed all specifications? If no, indicate exceptions. Yes ________ No ________

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified? Yes ________ No ________

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

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

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

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

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

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

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

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

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

Letter from the CFO

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

IntegraReport.com

DPS Subscriber Code: DPSK12
You can also call our automated phone hotline 24 hours a day, seven days a week
855-858-3344