Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

Request for Proposal, BD2226

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

LATE PROPOSALS WILL NOT BE ACCEPTED

RETURN TO:

Maggie Wolfe
Denver Public Schools
BD2226
BidNet

RFP SCHEDULE OF ACTIVITIES (subject to change)

EVENT	DATE
Issuance of RFP	October 15th, 2021 3pm MDT
Questions Deadline sent to buyer only at: Maggie Wolfe, maggie_wolfe@dpsk12.org	October 18th, 2021 Noon MDT
Addendum Issued	October 19th, 2021 3pm MDT
Proposal Deadline	November 1st, 2021 Noon MDT
Evaluation of Proposals	November 2nd through November 9th
Interviews/Questions (if necessary)	Week of November 8th
Selection of Proposals	November 2021
Contract Negotiation of Contract	November 2021

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REQUEST FOR PROPOSAL BD2226

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If any of the Documents listed above are missing from this package, please contact Strategic Sourcing official Maggie Wolfe, maggie_wolfe@dpsk12.org.

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SECTION I: VENDOR ACKNOWLEDGEMENT

Does your offer comply with all the terms and conditions? If no, indicate exceptions	Yes_____ No_____
Does your offer meet or exceed all specifications? If no, indicate exceptions	Yes_____ No_____
May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified	Yes_____ No_____
State percentage of prompt payment discount, if offered.	_____%
Will you accept the District's Visa as payment for good and/or services purchased from this Proposal?	Yes_____ No_____
Will the vendor have access to or collect any student data?	Yes_____ No_____
Do you qualify as a certified MWBE?	Yes_____ No_____
Do you qualify as a certified SBE under the SBA guidelines?	Yes_____ No_____
If a redacted version of your proposal is not received, we will share your master response in the event of a CORA Request. Please acknowledge that you understand.	Yes_____ No_____

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 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 and (5) Vendor must acknowledge any and all addendum(a) below by initialing a box with the addenda number in it. (6) Section V. Code of Conduct and Conflict of Interest Certification shall be signed and returned with the Offer.

Name of Company: _____ Address: _____

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

Title: _____ Phone: _____ Email Address: _____

Authorized Representative's Signature: _____

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

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Phone: _____

Addendum(a) Acknowledged									

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REQUEST FOR PROPOSAL BD2226
SECTION II: GENERAL TERMS AND CONDITIONS

1. **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").

2. **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) Submission of an Offer is deemed as acceptance of all terms, conditions and specifications contained in the District's Solicitations. Any proposed modification must be accepted in writing by the District prior to award of the Contract or Purchase Order.

   4) The District reserves the right to reject any and all Offers or any part thereof, to waive any irregularities or informalities, and to award the Solicitation to the Vendor as deemed in the best interest of the District.

   5) All Offers and other materials submitted in response to this Solicitation shall become the property of the District.

   6) The Vendor 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 Vendor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."

   7) The Vendor is required to carry the following insurance: https://financialservices.dpsk12.org/wp-content/uploads/sites/23/FR.RM_.311-Prof-Services-Agreements-Insurance-Requirements.pdf.

   B. Open Records – Disclosure of Information to the District. The Vendor understands that all material provided or produced by the Vendor in response to this Solicitation may be subject to the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-201, et seq. (2006). In the event of a CORA 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. Clarification and Modifications in Terms and Conditions

   1) Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Specifications outlined in this Solicitation, the Specifications then the Special Terms and Conditions will prevail.

   2) If any 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** (either via email or BidNet as determined on the Question Deadline on the RFP Schedule of Activities on page 1) for clarification to the District's Contact person as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's 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. Denver Public Schools utilizes Rocky Mountain E-Purchasing System (RMEPS/BidNet) at https://www.bidnetdirect.com/colorado to distribute official copies of the Solicitations, and any addenda for use in preparing Offers. Vendors are responsible for checking BidNet to retrieve any addendum (a). Vendor shall certify its acknowledgment of the addendum (a) on the Vendor Acknowledgement Form and return it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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

1) 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.

3. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1) The Offer must be typed or legibly printed in ink. All corrections made by the Vendor must be initialed by the authorized agent of the Vendor.

2) Offers must contain a signature of an authorized agent of the Vendor in the space provided on the Solicitation Vendor Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original acknowledgement form of the Solicitation, its Offer shall be invalid and shall not be considered.**

3) Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4) Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.

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

6) The proposal shall be formatted based on the requirements listed in Section IV.

B. Submission

1) **In person submittals will not be accepted**. Proposals must be uploaded and submitted through Rocky Mountain E Purchasing (BidNet) by or before the due date and time. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.

2) In the event that there is a CORA request the District asks that each Vendor submit one (1) separate redacted version of their proposal. Be sure to clearly mark each proposal file as "Master" or "Redacted". The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.

3) Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

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

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

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

B. Withdrawal of Offers

1) Offers may be withdrawn prior to the time and date set for the opening. On BidNet, users may withdraw their Offer up until the deadline.

2) In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Such requests must be made in writing on company letterhead. If an Offer is withdrawn by the 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.

5. 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 vendor or challenger as a result of these determinations or decisions by the District.

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

1) The 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;

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

C. Elimination From Consideration

1) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

2) An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to 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.

3) An Offer may not be accepted from, nor any contract awarded to, any person related to any District employee and such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Vendor or the District employee.

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

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

7. AWARD OF CONTRACT. The District shall award a contract to a Vendor through the issuance of a Contract or Purchase Order. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Contract or Purchase Order 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.

8. 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 BidNet, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

9. NEGOTIATIONS. 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 in response to CORA requests. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

10. 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.

D. 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 and marijuana products, no employee of the Vendor shall be permitted to use tobacco and marijuana products when performing work on District property.

4) To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of 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.

5) **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. A

Colorado Bureau of Investigation criminal history check and Name Check investigation for any person providing services under this Contract do not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Contract shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.

a. Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Contract and may result in the immediate termination of this Contract and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Contract. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

E. 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

F. 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.

11. 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 to the existing contract must be expressed in writing through an Amendment to the contract and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

12. 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.

13. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD

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

14. FORCE MAJEURE

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

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SECTION III: SPECIAL TERMS AND CONDITIONS

1. **PURPOSE: Math Tutoring Grades 4-5**

2. **TERM OF CONTRACT: Award date through June 30th, 2022**

3. **OPTION TO RENEW: Spring 2022 with review in May for potential renewal/s up to 3 years**

4. **CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Maggie Wolfe at maggie_wolfe@dpsk12.org. Unauthorized contact with a District employee other than the Buyer regarding this RFP may result in disqualification.

5. **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.

6. **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

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

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

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

General Liability

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

Professional Liability: { IF you render professional services }

Policy form:	Occurrence

(if not, claims-made retro date must predate our contract or date of service)
Per claim or occurrence limit..... $ 1,000,000
Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the District
Per location / per job aggregate limit
Defense in excess of limits
Designated profession must be applicable to your work for our company
Name the District as "Additional Insured"

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

Non-Compliance: If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

Cancellation/Modification: The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy, any decrease in coverage limits or lessening of coverage scope.

11. **METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** 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 based on the following criteria, reference rubric on page 16/17.

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.

12. **METHOD OF PAYMENT - MONTHLY INVOICES:** The successful Vendor(s) shall submit monthly invoices by the tenth day of each month. These invoices 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 in the prior month. The vendor shall bill for the contingent payments per student per outcome once outcomes are achieved as defined later in this RFP.

13. **OPTION TO RENEW FOR AFTER A REVIEW FOR THREE YEARS (WITH PRICE ADJUSTMENT):** The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the District shall have the option to renew the contract for a potential three year period. This option is a District prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the District. During the option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the District of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

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SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA

1. OVERVIEW

a. The District is the largest school district in Colorado. It employs approximately 15,000 employees, and serves over 90,000 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- 85 elementary schools, 26 middle schools (including DSA), 22 high schools (including DSA), 41 alternative schools, and one adult education center and participates in the Rocky Mountain School of Expeditionary Learning. The District is housed in approximately 250 buildings, within the Denver Metro Area.

b. Background:

Denver Public Schools seeks to partner with math tutoring provider(s) to provide small group (1:1-1:4), grade-level tutoring (open to virtual, in-person, or hybrid) to students who have experienced a greater learning impact due to the pandemic, with priority on language learners, students with disabilities, students experiencing poverty, and students of color in Grades 4 and 5. Denver Public Schools is seeking to partner with a provider to support a minimum of 500 students in achieving bold academics outcomes as defined by Denver Public Schools Academics Division and social emotional wellness as defined by our Transformative Social-Emotional and Academic Learning (TSEAL) strategy, namely the following outcomes:

1. **TSEAL:** Students will have a positive response 80% of the time to a co-constructed survey question regarding learner identity in math to be administered after each session.
2. **TSEAL:** Students will have a positive response 80% of the time to a co-constructed survey question regarding learner feeling of efficacy in core math content to be administered after each session.
3. **Growth:** An average of one year's growth measured by a third-party assessment tool determined by the District (eg, STAR Math or iReady Math chosen by individual schools) after 36 hours minimum of small group instruction to be administered at predetermined periods throughout the tutoring.
4. **Status:** Upside outcome indicated by any student meeting or exceeding expectations on end of year CMAS (Colorado Measures of Academic Success) assessment. To be paid once status data is available from CDE (Colorado Department of Education) - typically mid-summer.

In this contract and future contracts, Denver Public Schools seeks to structure an outcomes-based contract that includes base payments and contingent payments tied to success. Outcomes-based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term outcomes. In addition to receiving base payments for services, providers are eligible to earn contingent payments for meeting outcome targets and other milestones. Denver Public Schools intends to use outcomes-based contracting to help the District and the tutoring provider(s) develop strategies to align funding to outcomes by better measuring and evaluating the impact of tutoring. Additionally, Outcomes-based contracting offers several benefits to providers, including:

- A focus on equity: Outcomes-based contracting can specify that outcomes must be achieved equitably across races, or provide additional incentive for achieving outcomes for populations with disproportionately lower outcomes, thereby creating an explicit focus for all stakeholders (government, providers, and funders) on racial equity.
- Multi-year partnerships: Since long-term outcomes take many years to measure, these contracts are often extended into multi-year.partnerships. As the outcomes grow, so does the buy-in from the district. The partnership is mutually beneficial in its expansion and extension.
- Flexibility in service model and delivery: A focus on outcomes means that a contract does not detail exactly how services are provided. The contract allows providers the flexibility to adjust services to meet student needs better and help them achieve priority outcomes. This Request for Proposal includes tailoring services to be culturally competent and meet the diverse needs of different students.
- Shared data: Outcomes contracts often require new data-sharing structures to measure outcomes, equipping the service provider and the district with additional information. This information can improve services over time and ensure equitable outcomes across race and other demographic characteristics. The provider will be expected to engage in such continuous improvement efforts throughout the contract period.

- A stronger evidence base: Providers have the opportunity to build or strengthen an evidence base for its programs through rigorous measurement and/or evaluation. In addition to having outcomes and impact validated, a third party may also evaluate this project.
- Future funding benefits: With the substantial ESSER funds districts currently have access to, this is a once in a generation opportunity to establish data-based interventions with an assurance to funders that outcomes will be achieved. This will enable districts and vendors to seek sustainable funding once ESSER dollars begin to expire.

To support the development of outcomes-based contracts, Denver Public Schools is participating in a Math Tutoring Outcomes-Based Contracting Consortium as part of our Grade Level Coaching and Tutoring strategy to accelerate learning by providing students additional opportunities for learning before, during, and after the school day. The Math Tutoring Outcomes-Based Contracting Consortium comprises five K-12 school districts, serving over 200,000 students. The Consortium launched in fall of 2020 in order to accelerate progress for outcomes-based contracting in K-12 public education and to pool knowledge about outcomes-based contracting and about math tutoring. The Consortium members are supported by Southern Education Foundation and Third Sector Capital Partners. Each Consortium member will manage its own selection process and purchasing. The Consortium intends to gather information from across Members and Providers for the purposes of continuous improvement and learning about how outcomes-based contracting is implemented and to continue to support Members. Providers that are awarded contracts will be expected to participate in Consortium activities, including surveys and discussions. This is a collaborative effort.

2. **SCOPE OF WORK**
   a. **Providing Math Tutoring to specific students**. For the Contract Period specified in the Option, a District, network of schools, or a school within a district will identify students based on those who have experienced significant learning impact as a result of the pandemic, with a prioritization for our language learners, students with disabilities, students experiencing poverty, and students of color. Students will be considered to be participating in tutoring if they are (a) included on a list given by the District to the Service Provider, and (b) attend at least three (3) hours with the Service Provider or number of sessions agreed upon with the service provider and district.
      i. The District may add students, identified by the same criteria, up to the Minimum Number of Students or, by mutual agreement of District and Service Provider, above that number.

      ii. Students may only be removed from the list of Participants (eg, if a student is chronically disrupting a tutor group) by mutual agreement. When a student is removed from tutoring, that student is removed from the eligible student pool for the purposes of measuring growth and determining contingent awards.

      iii. Participating students who are removed from tutoring or who are chronically absent, may be replaced by other students by the District at the District's discretion, provided the replacement students meet the same criteria used to identify students initially.

   b. **Incentives**. The District will pay the Service Provider a Base Amount per student subject to the conditions in the *Infrastructure and Attendance* and *Minimum Service Level* paragraphs below, for each Participating Student, but at least the minimum number of students specified in the option. For instance, if an option is for a minimum of 500 students, the Provider will be paid at least the Base Amount for 500 students for the duration of the service period.

3. In addition to the Base Amount, the District will pay the Provider a Contingent Amount for each student for each outcome achieved by that student up to the Contract Maximum specified in the "Rate Card" below. Additionally, the Provider can receive Contingent "upside" payments for each student who achieves the specified Status outcome, as

measured by CMAS. The District will determine criteria for identifying students for tutoring and the total number of students to be served. The District and Provider will mutually agree upon the survey question measure for Social-Emotional Milestones 1 & 2. The District will also specify what assessment measure (eg, STAR Math or iReady as chosen by school) will be used to assess student academic growth. At the beginning of the Contract Period, the Provider will administer that assessment to establish baseline data for participating students. The Provider can re-administer the assessment as frequently as they chose, within the limitations (if any) set by the assessment vendor. Note that in no case will the Base plus Contingent Amounts exceed the Contract Maximum.

Under the outcomes-based contract, the District intends to pay the Provider on a per student/per outcome achieved basis. The District and the Provider will negotiate and agree on a "Rate Card" of prices for base payments and outcomes achieved in the Professional Services Agreement. A draft rate card is included below. In their proposals, Providers should offer feedback on the prices in the draft rate card (but not the outcomes or level of contingency) and should also estimate the number of students they anticipate will achieve each payable outcome. The District recognizes that not all students will achieve the same level of growth and has priced the outcomes accordingly.

Rate Card Per Student	
Outcome	**Price**
Base Payment	$ 720
Outcome 1 - TSEAL Identity	$ 170
Outcome 2 - TSEAL Efficacy	$ 170
Outcome 3 - Instructional Growth	$ 300
Outcome 4 (Upside) - Instructional Status	$ 300
Total Per Student	**$ 1,660**

In order to bill for the outcome achieved per student and receive the per student per outcome payment, providers must support students to achieve the following outcomes:

1. Base Payment - Providers can bill for this on a per student basis once a student is engaged in tutoring as defined by the student being (a) included on a list given by the District to the Service Provider, and (b) attending at least three (3) hours with the Service Provider or number of sessions agreed upon with the service provider and district.
2. Outcome 1 - Social-Emotional 1 (TSEAL - Identity) - Providers can bill for this outcome at the end of the semester for students who have a positive response 80% of the time to a co-constructed survey question regarding learner identity in math to be administered after each session.
3. Outcome 2 - Social Emotional 2 (TSEAL - Efficacy) - Providers can bill for this outcome at the end of the semester for students will have a positive response 80% of the time to a co-constructed survey question regarding learner feeling of efficacy in core math content to be administered after each session.
4. Outcome 3 - Instructional Growth - Providers can bill for this outcome when a student reaches 1 year of growth, as measured by the conditional growth percentile from the iReady or Star Math assessment. Assessment will be chosen by individual schools. The District is also open to setting a partial payment or sliding scale for growth of less than 1 year, to be negotiated in the contract.
5. Outcome 4 (Upside) - Instructional Status - Providers can bill for and receive these upside payments for each student meeting or exceeding expectations on end of year CMAS (Colorado Measures of Academic Success) assessment. Instructional Status payments will be paid once status data is available from CDE (Colorado Department of Education) - typically mid-summer.

The District is proposing this Rate Card based on the current baseline levels (currently only available for CMAS) of student achievement and the following growth targets and stretch growth goals:

Baseline & Target Impact Rates				
Outcome	Baseline # of students	Baseline % of students	Target % of students achieving	Target # of students achieving milestones
Base Payment (paid for all students accessing tutoring)	500	100%	100%	500
Outcome 1 - Social-Emotional 1 - Learner Identity in Math	5	1%	70%	350
Outcome 2 - Social Emotional 2 - Efficacy in Core Content	5	1%	70%	350
Outcome 3 -Conditional Growth Percentile: iReady Math metric for growth OR Star Math for growth: 1 year's growth with sliding payment scale for <1 year's growth as determined by the agreed-upon assessment - to be finalized with the vendor selected.	5	1%	80%	400
Outcome 4 (Upside) - Instructional Status: Interim 3 Essential Understanding Standard	156	31%	60%	300

If the provider achieves the Target Goals for all outcomes (e.g., 70% of students achieve Outcome 1 & 2, 80% achieve Outcome 3, and 60% achieve Outcome 4), they will maximize the value of the contract and the available upside. The District has designed the Rate Card payment structure this way to support stretch goal outcomes while also understanding that not every student will achieve every outcome.

In the negotiation of the Professional Services Agreement, the Provider may negotiate Target Impact numbers and the District and Provider will agree upon a cadence for re-evaluating the Impact Targets and paying above and beyond the Target, should the provider be on track to achieve such performance.

4. **Infrastructure and Attendance**. Milestones may fail to be hit for reasons other than the effectiveness of tutoring provided. Thus:

    a. The District is responsible for providing the conditions to enable tutoring to take place as specified in the Option. These include District Responsibilities set by the District (eg, Chromebooks, provision of interim assessment data) and Additional District Responsibilities required by the Service Provider (eg, signed agreements with parents). If the District does not meet these responsibilities more than once per month, Base Amounts are to be paid to the Service Provider for each affected Participant.

    b. For tutoring sessions to be delivered during school hours or immediately after school ('In School' models), the responsibility to ensure student attendance lies with the District and so Base Amounts are to be paid regardless of attendance.

    c. For tutoring sessions to be delivered out of school hours--eg, evenings, weekends, or holidays ('Out of School' models)--the responsibility to ensure student attendance lies with the Service Provider and so Base Amounts will be paid only for weeks in which a student attends at least three sessions. If Providers have stipulations regarding

parent consent, communication protocols, and bandwidth requirements, those should be included in the RFP response for the District's consideration and understanding.

5. **Minimum Service Level**. No Base Amount or Contingent Amount shall be paid if the Minimum Service Level specified in the Option is not met by the Service Provider, through no fault of the District (e.g., students are assigned on time, time is allocated in a student's schedule, devices and internet access are available, etc.)

6. **Data and Curriculum**. The District and Service Provider acknowledge that effectiveness relies on sharing of data to make timely decisions.

    a. District shall provide access to all district supported curriculum and assessments. The Service Provider will align small group lessons to district-provided scope and sequence, differentiated to groups' needs.

    b. District shall provide student-level assessment data to Service Provider as specified in the District Responsibilities at least one month before the start of the Contract Period. If the Provider has additional data requirements or specific "onboarding" protocols for understanding student needs upon entering tutoring, please include that in the response to the RFP.

    c. Service Provider shall report to District and families at least weekly (or provide access to systems where this data is made available):

        i. Tutor sessions and student attendance

        ii. Results of any formative assessments administered to students.

        iii. Regular surveying of student's social-emotional learning - ie, mathematical identity, perceived efficacy in mathematics learning

        iv. Other data determined in the option and/or determined by the contract.

7. **Review & Collaborative Continuous Improvement**. The Service Provider shall be available for review of services delivered and progress toward Outcomes with District staff at least monthly. Consortium leaders from the Southern Education Foundation and Third Sector will occasionally participate in these discussions. The Consortium will not share confidential information, including proprietary curriculum, technology tools, pedagogy or other information deemed confidential by Providers across Providers. The Consortium will share lessons learned, strategies, measurement tools, and other information deemed by the Consortium not to be proprietary across the network of Consortium Members and Providers.

8. **Exit**. The Service Provider and District will determine the best course of action for any student who achieves all milestones laid out in the option prior to the conclusion of the service. The Service Provider is not required to deliver service to any student who has achieved all Milestones laid out in the Option. Up to the minimum amount of students specified in the option, the District may replace students who exit the tutoring program with other students who are identified by the same criteria.

9. **Criteria for Selection:**

Components	Evaluation Criteria	Points
Overall Completeness of Application	All elements of the RFP are thoroughly addressed	Y/N
Outcome Based	Vendor commits to an agreed upon rate card fee structure in which	Y/N

Fee Structure	payments are contingent on meeting agreed upon criteria: (inclusive of grade-level instructional growth and social-emotional learning criteria; ie, mathematical identity, perceived efficacy in mathematics learning)	
Service Model & Population	Applicant has experience providing evidence-based coaching services to historically underrepresented student populations. Costs are reasonable, based on similar providers benchmarked. Applicant will provide Spanish speaking tutors and parent-facing communications in consent decree languages (Spanish, Arabic, Vietnamese Amharic, Somali, Nepali, French, Russian and Burmese) and/or will work with the District to ensure communications are accessible in all consent decree languages.	25
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the hypothesized payment outcomes and a theory of change that supports outcomes achievement.	40
Collaboration	Applicant has experience collaborating with districts, consortiums, and/or as part of larger work groups to co-create customized services that achieve outcomes.	10
Capacity	Applicant has experience collecting and analyzing performance data to continuously improve service delivery and has capacity to participate in a multi-stakeholder contract	25

Questions

Below are a series of questions that will be used to evaluate proposals. Each category will be scored using the evaluation criteria shown in the following section, “Evaluation Criteria”. Respondents should address each question in their proposals.Responses should be no more than 30 pages in length in total.

Service Model and Population:

1. How do you typically deliver tutoring services?
2. What are your staffing requirements for tutors?
3. Do you have the curriculum and staffing to ensure strong instruction can occur in Spanish as well as English?
4. What is your history working with historically underrepresented student populations (including students of color, multiple language learners, etc) and what is the size and demographics of the student population(s) you have worked with?
5. How is your intervention unique/different from others working towards similar goals and/or working with similar student population(s), as identified in this RFP?
6. What are the attribute(s) of your service model that are most effective in improving outcomes for your student population(s)?
7. What are the attribute(s) of your service model that demonstrate an ability to address inequity and close outcomes disparities across race/ethnicity?

Outcomes and Evaluation:

1. How, and to what extent, would implementing your organization’s intervention/service model for identified priority populations result in improvement in the project’s payment outcomes? What historical results show your level of impact on the payment outcomes?

2. Which components of your service model are evidence-based and/or evidence-informed? If your service model has been evaluated directly, please describe the type of study and its primary findings.

3. What external assessments and/or data are recommended to evaluate the outcomes of your program and why do you recommend them?

Collaboration:

1. In what ways do you engage district and school leaders in the process of customizing and implementing your service model?
2. How do you partner with districts to deliver services that are integrated with district initiatives and strategies?
3. How would you approach participating in collaborative working groups (including educational consortiums) both during project development and throughout project delivery?
4. What is your experience working with large urban districts including accessing or sharing data?

Capacity:

1. If you have pursued performance-based or outcomes-oriented funding in the past, please describe your experience. Review the proposed Rate Card structure. Offer feedback on the prices in the draft rate card (but not the outcomes or level of contingency) Given the information in the RFP, estimate the numbers of students you would expect to achieve each outcome milestone based on your previous experience. Cite evidence from your experience that leads to this conclusion.
2. What is your capacity for collecting, monitoring, and analyzing performance data?
3. What additional resources, in addition to funding, would be necessary to scale your impact, such as capacity building, data access, technical assistance, and other factors?

10. **Extension of Contract Period**. The Contract Period can be extended by mutual agreement.

11. **Termination**. Either party can terminate the agreement in the event of failure by the other party to meet responsibilities in this agreement that have not been addressed after written notice and a 15-day cure period.

12. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

a. To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below and in Section II. The District reserves the right to reject submittals that do not follow the requested format.

Please combine all sections into one PDF-

SECTION A- Required Forms. Submit the signed completed Vendor Acknowledgement from this Request for Proposal. Code of Conduct and Conflict of Interest Certification- submit the signed completed Section V. form with Proposal. Vendor shall provide a copy of their Certificate of Insurance and W-9.

SECTION B- Management Summary. Include a management summary, which provides an overview of proposed equipment and/or services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.

SECTION C- Pricing.
A Submit a price proposal in the form of a rate card to perform all services detailed in your scope of work.
B Submit any other pricing/cost data necessary to carry out the project.

SECTION D-Technical Summary. Include a summary of your technical offering; an overview of products and services to be provided to the District. Include within this section, technical descriptions, drawings, plans, and specifications as related to your offering.

SECTION E- Project Schedule and Implementation Plan. Provide a detailed implementation plan.

SECTION F- Vendor Profile. Provide a Vendor Profile to include, in the following order:

A. The length of time the Vendor has been in business under the current business name and previous names of the firm, if any.
B. An overview of the company (staff size, geographic location, number and nature of the professional staff to be assigned to the District)
C. Provide resumes, staff experience, training and relevant certifications for key personnel listed.
D. An outline of the Vendor's background and overall qualifications.
E. Provide a minimum of three K-12 client references for which you have provided a similar scope/service as requested in this solicitation; including complete email address, addresses, telephone numbers and contact person. Provide any past performance with Denver Public Schools on similar projects.
F. List the names of the subcontractors/partners you might expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on a project. Also include the names and resumes of any key subcontractor personnel who may be working on a project.
G. List any current litigation, outstanding judgments and liens with which your company is presently involved.
H. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work.

SECTION G – Redacted Bid Response

13. EVALUATION CRITERIA / METHOD OF AWARD

This RFP will be evaluated by a team consisting of District employees representing teams from Academics. The evaluation team will evaluate and score proposals based upon the criteria on page 16/17, Section 9.

a. Round One: Evaluation scores will be based upon the written Responses provided to the District for the Solicitation using the table above. After all Responses have been evaluated and scored, if necessary, the Committee will invite a limited number of the highest scoring Responses to participate in "Round Two" where they will be able to respond to questions from 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.

b. Round Two (if necessary): If necessary, we will follow up with clarifying questions concerning vendor responses. This round will not be scored.

REQUEST FOR PROPOSAL BD2226

SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST CERTIFICATION

I, _____, certify as an authorized representative of [_____], that I have read the District's ethical and purchasing policies, as listed below[1], related to my company conducting business with the District. I understand that the District's policies and regulations shall operate as a Code of Conduct. I agree to follow the District's Code of Conduct, and any legal and regulatory requirements applicable to my company's performance, work or contract, and that violating the District's Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate

District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

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

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

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

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

I will not accept or offer gifts, employ any person who is working for the District, nor do I have any close,[2] or immediate family[3] relationships with the District. If I do, I will immediately disclose the name and relationship of that person or persons and any existing potential conflict of interest with that District employee or any employee who may make decisions in their jobs that would allow him or her to give or receive preferential or favorable consideration in exchange for anything of a personal benefit to themselves or their friends and families. I understand that such situations could interfere with an employee's ability to make judgments solely in the District's best interest.

Accordingly, I have listed below all relationships and outside activities, which may require disclosure under the policy. I have also listed names, addresses and the nature of the relationships of all persons or entities doing business with the District from whom I, or any member of my immediate family, have received, may receive in the future, directly or indirectly, cash or a gift of more than nominal value ($25.00). Finally, to ensure there is no perceived conflict of interest, I have listed the name of all individuals employed by the District that are related to me or anyone in my business regardless of his or her position.

_____
Printed Name

_____ _____
Signature Date

1

BC

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

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

Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

Exhibit B:

August 18, 2021

Re: COVID-19 Vaccine Requirement- Public Health Order

Dear Denver Public Schools Contractor:

On August 2, 2021, the Denver Department of Public Health and Environment (DDPHE) issued a Public Health Order (PHO) that requires personnel of certain entities operating within Denver, including schools, to be fully vaccinated against COVID-19 by September 30, 2021. A complete copy of the PHO, frequently asked questions, and other resources can be found online by visiting: denvergov.org/Government/COVID-19-Information/Public-Health-Orders-Response.

This vaccination requirement applies to any Denver Public Schools contractor, subcontractor or volunteer who is onsite or in the field providing services on behalf of Denver Public Schools.

Colorado law requires compliance with executive and public health orders. Each business entity or contractor is responsible for compliance with this vaccination requirement within their own operations and DDPHE is the regulatory agency that has enforcement authority over this requirement. Businesses and individuals that do not comply with the vaccination requirement are subject to enforcement actions. In addition, Contractors who do not comply with the vaccination requirement, may face immediate sanctions from Denver Public Schools, including the termination of the business relationship with Denver Public Schools.

We are in close collaboration with the City and County of Denver to support and implement the PHO, as we work together toward taking the necessary measures to ensure the safest and healthiest conditions in all of our schools and buildings for our children, staff, and families.

To that end, each Denver Public Schools contractor must ensure its employees, subcontractors and volunteers who are onsite or in the field on behalf of Denver Public Schools are fully vaccinated against COVID-19 by September 30, 2021. Individuals subject to this requirement should receive their second dose of the Pfizer or Moderna vaccine or the single dose of the Johnson & Johnson vaccine no later than September 15th to ensure full vaccination by the September 30th deadline.

Employee vaccination information and proof of compliance with the PHO (a person's vaccination card) must be maintained by the contractor and made available for inspection by DDPHE upon request. Further, contractors are advised by the City and County of Denver to coordinate with their human resources team to provide reasonable accommodations to those eligible for exemptions from the vaccine. Please do not send any employee vaccination information and proof of compliance to Denver Public Schools as it may be considered medical information.

Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

Finally, as a reminder, all individuals must wear masks while in all Denver Public Schools schools and buildings, regardless of vaccination status. Please review the DPS 5 - our essential health guidelines - which has been updated based on current conditions.

Sincerely,

Maggie Wolfe

Department of Strategic Sourcing