



Request for Proposal BD2714 Staff Scheduling Software

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

LATE PROPOSALS WILL NOT BE ACCEPTED

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with Denver Public Schools (DPS) personnel related to this solicitation is permitted, except as authorized by the Purchasing Director. **Inquiries regarding this solicitation must be submitted, by email to Terri Mellinger, at terri_mellinger@dpsk12.org.** Any contact with other DPS personnel may deem the Supplier disqualified, and the proposal will not be accepted for review.

Denver Public Schools
Purchasing Department
780 Grant Street
Denver, CO 80203
Purchasing@dpsk12.org

RFP SCHEDULE OF ACTIVITIES (subject to change)

EVENT	DATE
Issuance of RFP	August 21, 2026
Questions Deadline via BidNET	September 3, 2026 at 10:00 a.m. MT
Proposal Deadline submission via BidNET	September 17, 2026 at 10:00 a.m. MT
Evaluation of Proposals	September 2026
Round 2 - Presentations (if necessary)	October 2026
Selection of Proposals - Intent to Award	October 2026
Board of Education: <i>(if needed)</i> Finance and Audit Committee Meeting Consent Agenda Approval Meeting	TBD
Contract Negotiation of Contract - Final Award	November 2026

REQUEST FOR PROPOSAL BD2714

TABLE OF CONTENTS

SECTION I: Supplier Acknowledgement	Page 3
SECTION II: General Terms and Conditions	Page 4
SECTION III: Special Terms and Conditions	Page 12
SECTION IV: Scope of Work/Evaluation Criteria	Page 15
SECTION V: Code of Conduct and Conflict of Interest Certification	Page 19

EXHIBIT A: Insurance Requirements

EXHIBIT B: Sample District Software Services Agreement

EXHIBIT C: Sample District Professional Services Agreement

EXHIBIT D: Sample Data Protection Addendum

EXHIBIT F: InfoSec Questionnaire

If any of the Documents listed above are missing from this package, please contact the Purchasing official, Terri Mellinger at terri_mellinger@dpsk12.org.

REQUEST FOR PROPOSAL BD2714
SECTION I: SUPPLIER 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 goods and/or services purchased from this Proposal? Yes_____

No_____

Will the Supplier 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 for CORA purposes. By signing this acknowledgment, you are confirming that you understand.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Supplier, (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 Supplier in accordance with any terms and conditions set forth in this document, and (4) that the Supplier 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) **Supplier 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 Supplier)

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Phone: _____

Addendum(s) Acknowledged												
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REQUEST FOR PROPOSAL BD2714
SECTION II: GENERAL TERMS AND CONDITIONS

I. APPLICABILITY. These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Suppliers") 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. Suppliers are required to submit their Offers in accordance with the following expressed conditions:

1. Suppliers 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 Supplier 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 Supplier.
2. Suppliers are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing 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 Supplier 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 Supplier 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 Supplier shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."
7. The Supplier is required to carry proper insurance **See Exhibit A.**

B. Open Records – Disclosure of Information to the District. The Supplier understands that all material provided or produced by the Supplier 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 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 Supplier 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 Supplier 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 Supplier'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 Supplier contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Supplier 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 Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Denver Public Schools utilizes Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado> to distribute official copies of the Solicitations, and any addenda for use in preparing Offers. Suppliers are responsible for checking BidNet to retrieve any addendum (a). Supplier shall certify its acknowledgment of the addendum (a) on the Supplier 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. Suppliers 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. Suppliers 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 Supplier, 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 Supplier 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 Suppliers are hereby placed on notice

that any and all Suppliers 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. All corrections made by the Supplier must be initialed by the authorized agent of the Supplier.
2. Offers must contain a signature of an authorized agent of the Supplier in the space provided on the Solicitation Supplier Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Supplier'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 Supplier 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 Specifications Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Supplier. 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 and shall be numbered and combined into one single file.

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 Supplier 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 Supplier is submitting its Offer. The Supplier 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.

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A.** 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 Supplier during this ninety day period, the District may, at its option, suspend the Supplier from the bid list and may not accept any Offer from the Supplier 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 Suppliers;
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 Supplier 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 Supplier misstates or conceals any material fact in its Offer;
2. The Supplier'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 Supplier through an authorized signature on the Specifications Supplier 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 faithfully perform 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 Supplier 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.

VI. 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.

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

VIII. APPEAL OF AWARD. Suppliers may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Purchasing within 72 hours after the recommendation of award is posted on BidNet, provided that the appeal is sought by the Supplier prior to the District finalizing a contract with the selected Supplier.

IX. NEGOTIATIONS. The District reserves the right to conduct negotiations with Suppliers 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 Suppliers in response to CORA requests. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

X. CONTRACTUAL OBLIGATIONS

A. Local, State and Federal Compliance Requirements. Successful Suppliers 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 Supplier 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 Supplier shall be considered to be, at all times, employees of the Supplier, under its sole direction, and not an employee or agent of the District.
1. The District may require the Supplier 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 Supplier 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 Supplier receives prior written permission.
 3. In accordance with the District's policy regarding the use of tobacco and marijuana products, no employee of the Supplier 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 Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of Suppliers should be coordinated through the Purchasing 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, the Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

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

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

XI. MODIFICATIONS TO EXISTING CONTRACT. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Supplier 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 Supplier prior to the enactment of such modifications.

XII. TERMINATION OF CONTRACT

- A.** The District may, by written notice to the successful Supplier, terminate the contract if the Supplier 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.

XIII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD 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.

XIV. FORCE MAJEURE 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.

REQUEST FOR PROPOSAL BD2714
SECTION III: SPECIAL TERMS AND CONDITIONS

- I. **PURPOSE:** The District is seeking a solution to deliver a centralized, automated workforce management system.
- II. **TERM OF CONTRACT:** One year with additional 1 year options to renew.
- III. **OPTION TO RENEW FOR SUBSEQUENT YEARS:** The prices or discounts quoted in this Solicitation shall prevail for a **one-year period** from the effective date of the contract, at which time the District shall have the option to renew the contract for **subsequent one year periods**. The optional renewal periods **shall not exceed four years**. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Supplier of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Supplier by the manufacturer or supplier. The Supplier 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 Supplier and/or to terminate the contract with the Supplier based on such price adjustments.
- IV. **CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Terri Mellinger at terri_mellinger@dpsk12.org or 720-423-1483. Unauthorized contact with a District employee other than the Purchasing Agent regarding this RFP may result in disqualification.
- V. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via BidNet. The Supplier submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent on BidNet by the question deadline stated on the cover page of this solicitation.

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

- VI. **METHOD OF AWARD: BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION (if necessary):** For this Solicitation, the Evaluation Committee will score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Suppliers. Evaluations will be based on the criteria in Section IV. In the second phase, the Committee will invite a limited number of Suppliers who received the highest scores during phase one to provide an oral presentation. The number of Suppliers who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been scored. Round Two will be based on a ranking scale. The District reserves the right to conduct negotiations with Suppliers 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 Suppliers. Once the award is made and contract is finalized, the solicitation file and the proposals contained therein are in the public record.

The District reserves the right to make multiple awards from this process. The District further reserves the right to periodically open this RFP to add more pre-qualified offers.

- VII. METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED SERVICES:** The successful Supplier shall submit an invoice to the District's Accounts Payable Department at Invoices@dpsk12.org. The invoice shall reference the appropriate Purchase Order number, the service address(s), a detailed explanation of the work that was performed at the location, and, if applicable, the model and serial numbers of each piece of equipment that was serviced and/or repaired by the Supplier in conjunction with the corresponding invoice. The periodic invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the District in advance of the service being performed.
- VIII. SALES TAX:** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Suppliers should be aware of the fact that all materials and supplies which are purchased directly by the Supplier in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Supplier.
- IX. CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Supplier shall not avail itself of such manifestly unintentional error or omission, but must have the same explained or adjusted by the District's Project Manager before proceeding with the work in question.
- X. 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 Supplier(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 Supplier. 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 Supplier as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.
- XI. INDEMNIFICATION:** The successful Supplier 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 Supplier's contractual obligations as outlined in this Solicitation. The Supplier 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.

- XII. EQUAL OPPORTUNITY:** Denver Public Schools intends and expects that the contracting processes of the District and its Suppliers provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Suppliers make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, Suppliers, or otherwise. Accordingly, the Supplier 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 Supplier 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 Supplier shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
- XIII. ACCESSIBILITY:** Contractor shall, at all times, comply with, and ensure that all Services provided under this Agreement are in full compliance with the following standards, as they may be amended or updated: (1) all applicable provisions of §§ 24-85-101, et seq., C.R.S.; (2) all accessibility standards for individuals with disabilities adopted by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section § 24-85-103, C.R.S.; (3) all other State of Colorado technology standards related to technology accessibility; and (4) Levels A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG). Contractor shall indemnify, hold harmless, and defend the District, and its board members, employees, and agents, from all costs, expenses, claims, damages, liabilities, attorney fees and related costs, and any other amounts (collectively, "Losses"), incurred by the District arising from or relating to the Contractor's noncompliance with accessibility standards for individuals with disabilities adopted by OIT pursuant to Section §§ 24-85-103, et seq., C.R.S.
- XIV. WORK PRODUCT:** Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Supplier in performance of its obligations under this contract shall be the exclusive property of Denver Public Schools. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or Denver Public Schools, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.
- XV. ARTIFICIAL INTELLIGENCE:** Supplier shall disclose to Denver Public Schools whether it uses any artificial intelligence (AI) in performance of its obligations under this contract. Supplier will not use Denver Public Schools data to create, train, or improve artificial intelligence models or systems. In addition, Supplier will comply with applicable laws and regulations, including but not limited to, the Colorado AI Act, C.R.S. § 6-1-1701 et seq.

REQUEST FOR PROPOSAL BD2714
SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA

I. OVERVIEW

- A.** The District is the largest school district in Colorado. It employs approximately 14,000 employees, and serves over 88,000 students. The District is unique in that the city, county and school district, as established by the state constitution, have the same geographical boundaries. The school district covers approximately 200 square miles. Established as a school district in 1902, Denver is one of the finest urban school districts in the nation. The District operates approximately – (4) ECE-K, (95) elementary schools, (17) ECE-8, (3) ECE-12, (32) middle schools, (13) 6-12, (43) high schools, (1) 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.

School communities have been given authority to make decisions on many issues affecting their local schools. Each school has a collaborative decision-making team consisting of parents, teachers, students (in the high schools), and business representatives who are elected yearly by their peers, and the school principal.

The Denver Public Schools are governed by a seven-member Board of Education. Members are publicly elected to four-year staggered terms. Five members of the School Board represent a geographic district of the city and two are at-large. Board members are responsible for setting policies for the overall operation of the District, as well as evaluating and hiring a superintendent to oversee the District's daily operations.

The Superintendent is responsible to the Board of Education for carrying out District policy, administering the operation of the District and schools, supervising all District personnel and advising the Board of Education on all educational matters for the welfare and interest of the students.

- B.** The purpose of this Solicitation: Denver Public Schools (DPS) is seeking information for a solution that streamlines the planning, assignment and management of employees that support and manage schedules. This solution should improve operational efficiency, provide equitable shift distribution, enhance visibility to staffing coverage and deliver reporting and analytics at both the employee and leadership levels.

II. SCOPE OF WORK

A. Core Technical & Functional Requirements

The proposed system must meet or exceed the following specifications:

1. Event and Shift Scheduling

- a) Multi-Event Management:** Support scheduling for dozens of concurrent events across different physical locations.
- b) Shift Creation:** Enable administrators to build reusable shift templates based on role, department, certifications and hours.

- c) **Conflict Detection:** Block double-booking of employees across overlapping event times automatically.
- d) **Google Calendar Connection:** Ability to provide Google Calendar invitations for scheduled employees, or other solution that provides formal notification with details of the event scheduled.

2. Automated & Equitable Staffing

- a) **Predefined Talent Pools:** Limit shift offers strictly to pre-approved, qualified employees groups based on role and active certifications.
 - (1) Preferred: Integrated into the DPS systems via, ADFS, Google, or Entra ID to pull (employee name, employee ID number, location, role active status).
- b) **Equity-Based Algorithms:** Offer shifts using customizable logic, such as prioritizing employees with the fewest accumulated hours or a rotational queue.
- c) **Tiered Notifications:** Notifications and requests for shifts will be advertised and accepted on a user friendly internet based platform that meets all DPS software standards. **Shift Assignment:** Program should be able to assign the available shifts equitably across all employees.

3. Workforce & Participation Tracking

- a) **Standby/Backup Management:** Maintain a live, automated waitlist to fill last-minute shift cancellations instantly.
- b) **Historic Event Logs:** Capture individual employee participation, historical shift acceptance rates, and late-cancellation/no-show metrics.

4. Analytics & Reporting

- a) **Coverage Dashboards:** Provide real-time visual indicators showing filling percentages for upcoming concurrent events.
- b) **Equity Auditing:** Generate reports proving the fair distribution of shift offers and overall employee acceptance patterns.
- c) **Operational Performance:** Export labor utilization, total hours worked, overtime risks, and event-specific staffing costs.

5. Implementation Phases & Deliverables

- a) **Phase 1: Discovery & Configuration:** Technical alignment, user role definition, and custom equity algorithm configuration.
- b) **Phase 2: Data Integration:** Migration of the predefined employee pool, qualification matrices, and active event calendars.
- c) **Phase 3: Testing & Training:** End-to-end simulation of concurrent event scheduling, automated messaging waves, and administrative dashboard training.
- d) **Phase 4: Launch & Hypercare:** Go-live support during the first 30 days of active concurrent events, in addition DPS will require ongoing technical support.

III. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS/EVALUATION CRITERIA

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. With the exception of the redacted copy, the proposal shall be in **one combined file**. The District reserves the right to reject submittals that do not follow the requested format.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS			
SECTION	TITLE	DESCRIPTION/REQUIREMENTS	POINTS POSSIBLE
SECTION A	Required Forms	Submit from this Request for Proposal the signed and completed Supplier Acknowledgement, page 3, the Code of Conduct and Conflict of Interest Certification, page 19, and Suppliers shall provide a copy of their Certificate of Insurance. If you are providing any information and communication technology products such as hardware, software, electronic content or any support documentation, Include a link to your <u>Voluntary Product Accessibility (VPAT) Template</u>	N/A
SECTION B	Management Summary	Include a management summary, which provides an overview of proposed equipment and/or services. Suppliers should emphasize why their proposal is best suited to meet the needs of the District.	25
SECTION C	Pricing	Submit costs for services and include any additional charges, fees, or potential variable costs.	15
SECTION D	Project Schedule and Implementation Plan	Provide a detailed implementation plan to meet the District's deadline of December, 2026 .	25
SECTION E	Supplier Profile	Provide a Supplier Profile to include, in the following order: A. The length of time the Supplier 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 Supplier's background and overall qualifications. E. Provide a minimum of three 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.	30

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

		F. List any current litigation, outstanding judgments and liens with which your company is presently involved. G. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work.	
SECTION F	Value Added	Contractors may provide additional information, services and/or recommendations to the District as value added services for their firm.	5
SECTION G	Redacted Bid	Provide a <i>separate</i> redacted bid response for CORA requests	N/A

IV. METHOD OF AWARD

This RFP will be evaluated by a team consisting of District employees representing the Department of Climate and Safety, and Department of Technology Services. The evaluation team will evaluate and score proposals based upon the established criteria above.

- 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 present to the Evaluation Committee. The number of Suppliers 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.

The overall score from Round One is only used to determine the Round Two participants when a Round Two is necessary.

- B. Round Two (if necessary):** Will be an on-site or virtual presentation to the evaluation team. Suppliers will be notified via email that they have been invited to participate in this round. Round Two will be based on a ranking scale. If Round Two ends in a tie, Round One scores will be added to the Round Two scores. Suppliers will be given further information with their invitation to present.

REQUEST FOR PROPOSAL BD2714

SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST STATEMENT

I, _____, certify as an authorized representative of [_____], that I have read the District's ethical and purchasing policies, as listed below¹, 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 family³ 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 **GP11** Board Member Conduct Policy; **GP9** Board Member Conflict of Interest Policy; **DJ** Purchasing Policy; **DJA** Purchasing Authority Policy and regulation; **DJB** Purchasing Procedures Policy; **DJE** Bidding Practices Policy; **DJG** Supplier 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.



The Internal Audit team provides independent, objective assurance and consulting activity designed to add value and improve DPS operations and assist in accomplishing its objectives by bringing a systematic, disciplined approach to the evaluation and improvement of the district's processes.

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

We have the responsibility to ensure that we fulfill this commitment while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing [Integra Report](#).

To anonymously submit information on potential fraud, waste, or abuse of District property, assets, and resources, please visit [Integra Report](#) and use the subscriber code **"DPSK12"**.

You can also call our automated phone hotline 24 hours a day, seven days a week 1-833-316-1904.

DPS Insurance Requirements

General Provisions

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage.

Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement.

Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better.

Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal or reduction in limits to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

Deductibles or Self-Insured Retentions: If any policy is in excess of a deductible or self-insured retention, the Contractor must notify the District. Contractor shall be responsible for the payment of any deductible or self insured retention.

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Proof of Insurance: Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

Subcontractors and Subconsultants: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor

shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

Insurance Coverage and Limits

Workers' Compensation/Employer's Liability: Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

Contractor expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

Business Automobile Liability: Contractor shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

Commercial General Liability: Contractor shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Professional Liability – Errors & Omissions (if applicable): Contractor shall maintain Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Excess/Umbrella Liability: Contractor shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

Builder's Risk and/or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis, including but not limited to coverage for soft costs, flood and earth movement (if in a flood or quake zone), and, if applicable, equipment breakdown coverage including testing. The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, shall be an Additional Named Insured (or Loss Payee) under the policy. The Trustee (if applicable) shall be an Additional Named Insured and/or Loss Payee under the policy as their interest may appear pursuant to a lenders loss payable clause. The policies shall contain a waiver of subrogation by the issuer of such policies with respect to the District and the Trustee (if applicable), and their respective officers, agents and employees while acting within the scope of their employment. Policy shall remain in force until final acceptance of the project by the District.

Contractors Pollution Liability (if applicable): Contractor shall maintain Contractors Pollution Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate. The policy shall include but not be limited to bodily injury; property damage including loss of use of damaged property; contractual liability; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs.

Riggers Liability (if applicable): Contractor shall maintain Riggers Liability coverage with limits of at least \$1,000,000 for each occurrence and \$2,000,000 policy aggregate. In lieu of a separate policy, a Riggers Liability endorsement can be attached to the Commercial General Liability policy that modifies or deletes the “care, custody or control” exclusion.

Sexual Abuse, Molestation or Misconduct: Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$100,000.

Commercial Crime: Contractor shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Contractor's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

Aircraft Liability – Aircraft or Drone use (if applicable): Contractor shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

Liquor Legal Liability (if applicable): Contractor shall maintain Liquor Legal Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Garagekeepers Liability (if applicable): Contractor shall maintain Garagekeepers Liability coverage with limits of at least \$1,000,000 aggregate.

The following three types of required insurance coverages may be met with separate policies or a combination of these coverages under one policy. If in a combined policy, the combined policy form shall include minimum limits of at least \$3,000,000 each occurrence and in the aggregate.

Cyber/Network Security & Privacy Liability: Contractor shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Technology Errors & Omissions (if applicable): Contractor shall maintain Technology Errors & Omissions Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to Network Security, Privacy Liability and Product Failure.

Media Professional Liability (if applicable): Contractor shall maintain Media Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

Other Insurance Provisions

Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, Pollution Liability (if applicable) and Riggers Liability (if applicable), Cyber/Network Security and Privacy Liability (if applicable), Aircraft Liability (if applicable), and Liquor Legal Liability (if applicable), Contractor's insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer (s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.

Contract Terms and Conditions

This SOFTWARE SERVICES AGREEMENT ("Agreement") is dated _____ (the "Effective Date"), and is between School District No. 1 in the City and County of Denver and State of Colorado (the "District"), a publicly governed and funded political subdivision of the State of Colorado, and _____, ("Contractor") (each a "Party" and collectively "Parties").

The Parties agree as follows:

I SERVICES AND PURCHASE PRICE

A

Description of Services. Contractor shall grant licensing for and provision of Services as described in **SCHEDULE A - Scope of Services and Contract Sum** attached hereto and incorporated herein, all of which are referred to herein as "Services". **SCHEDULE A** may include Solicitation Documents as an attachment to further describe the Services the District is purchasing.

B

Performance Start. To authorize the start of performance, the District will issue and send to the Contractor a P.O. The Contractor shall start performance only after it has received a P.O. If **SCHEDULE A** describes a process the District may use to authorize the start of performance that process shall govern regarding the respective Services.

C

Time is of the Essence. The District is relying on the promised delivery date, installation, or other performance as material and basic to the District's acceptance. Time is of the essence. If the Contractor delivers Services late or any shipment of Services late, the District may, in its discretion, accept or reject the Services. If the District accepts the Services, delivery continues to be governed by this Agreement. If the District rejects the Services, the Contractor shall arrange for the return of the Services at its expense, and the District has no liability for the Services.

D

Standards, Credentials and Licensing. The Contractor shall perform all Services in accordance with the highest standards of care, skills and diligence in the Contractor's industry, trade or profession, and in the sequence and manner set forth in **SCHEDULE A**. The Contractor shall have and, while the Agreement is in effect, maintain all professional and other licenses, certifications, permits required for performance and shall comply with all legal and regulatory requirements applicable to the Agreement.

E

Orders. This Agreement governs all Purchases the District makes under this Agreement, including without limitation, any Purchases made with the use of P.O.s or other Orders.

F

Contract Maximum Amount and Rates. The actual amount spent under the Agreement may be less than but shall not exceed the Contract Maximum Amount. Prices, rates, fees, costs, and methods of payment are specified in **SCHEDULE A**.

G

Invoicing. The Contractor shall submit to the District invoices for Purchases made under this Agreement, and at a minimum shall describe the amounts billed and the dates and nature of Services or portion of Services performed. Invoices must follow the District's guidelines available [here](#).

H

Payment. The District shall pay amounts properly due and payable on accepted invoices, so long as the District has previously accepted the Services covered by the invoice as performed in accordance with the requirements of the Agreement. The District may not be able to pay invoices submitted outside of the Fiscal Year in which Services are performed, or any grace period thereafter that the District may provide. The District shall make payment to the order of the Contractor and shall send payment to the payment address that the Contractor provides to the District provided during vendor registration. The District does not pay any late fees. Any and all contractual financial obligations of the District that are payable after the current fiscal year are contingent on money to pay the obligations being appropriated, budgeted and otherwise made available.

I

Tax Exempt Status. The District is exempt from the payment of state and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under this Agreement, and may be exempt from federal and other taxes. The Contractor shall not include any of these taxes in any charges or invoices to the District. The District will provide evidence of tax exemption upon the Contractor's request.

II COMPLIANCE WITH LAW AND DISTRICT POLICY

A

Compliance With Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in effect as of the date of this Agreement and thereafter enacted, including, without limitation, all laws, regulations and rules cited in CRS § 22-1-135; all laws, rules, and regulations (i) applicable to discrimination and unfair employment practices; and (ii) that require the protection of personal identifying information, including "student personally identifiable information" as defined by CRS §22-16-103(13).

B Accessibility (SSA)

Accessibility. Contractor shall comply with and all Services provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Contractor shall indemnify, save, and hold

harmless the District against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by the District in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

C

Open Records. CORA applies to this Agreement, the Contractor's performance, and the records and reports generated thereunder, to the extent not prohibited by state or federal law. Any provision elsewhere in this Agreement or any Vendor Document that purports to establish confidentiality in contravention of CORA is void ab initio.

III INSURANCE AND INDEMNIFICATION

A

Insurance. The Contractor shall maintain policies of insurance to cover its liability under the Agreement and covering such risks and carrying such minimum policy limits as is specified [here](#). Policy names denote common insurance industry standards of coverage. The Contractor shall assume all financial responsibility for deductibles and self-insured retentions.

B

Agreement to Indemnify. The Contractor indemnifies and holds the District harmless against all Claims that result from, arise in connection with, or are related to the Contractor, any Subcontractor or Subcontractors, or the Contractor's employees, agents', officers', directors, or assignees' actions or omissions in performance under this Agreement and that are not attributable to the District's action or inaction. If performance under this Agreement includes use of Intellectual Property, delivery of Work Product, or both, then the Contractor also indemnifies, holds harmless, and assumes the duty to defend the District against any and all Claims that result from, arise in connection with, or are related to Work Product or infringement on the Intellectual Property rights of a Party or any person not a Party.

1. The Contractor's agreement to indemnify takes precedence over any conflicting or inconsistent provisions under this Agreement.
2. The Contractor's agreement to indemnify survives the termination, expiration, or other ending of the Agreement.

IV TERM AND TERMINATION

A

Term. This Agreement shall commence as of the date of this Agreement and shall terminate on _____ (the "Term"), unless earlier terminated as provided herein. This Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one year term. Contractor agrees and acknowledges that the District has no obligation to extend this Term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

B

Renewal. The Parties may renew the duration of the Agreement by written agreement, which will be an amendment to the Agreement. All amendments shall be prepared by the District and, to become effective, signed by both Parties.

C

Termination by District – No Default. The District may terminate the Agreement at any time, if the District determines that termination is in its best interest. To terminate under this provision, the District shall provide at least 20 calendar days prior written notice to the Contractor. The District shall pay the Contractor the sums earned and not yet paid up to the date of termination. The District shall not pay for loss of anticipated profits.

D

Termination as the Result of Party Default. If a Party defaults under the Agreement, the other Party may terminate the Agreement in accordance with the provisions of the section labeled **Default and Remedies**.

E

Obligations at Termination. This paragraph and all Remedies survive termination of the Agreement until the Contractor has discharged all duties described in this paragraph. When the Agreement terminates for any reason, and in addition to all other duties under the Agreement, the Contractor shall do the following, as applicable:

1. Return to the District all tangible and intangible District property that may be in the Contractor's possession.
2. Comply with all data destruction requirements listed in the DPA if applicable.
3. If Work Product is part of the Services, deliver to the District all completed Work Product and all Work Product that was in the process of completion.
4. Refund to the District any sums that the District has prepaid and that remain unearned at the time of termination, no later than 45 calendar days after the last day the Agreement was in effect.
5. Take or omit any additional action as may be specified elsewhere in the Agreement.

V DEFAULT AND REMEDIES

A

Default by the District, Legal Notice, and Remedies.

1. The District is in Default when the District fails to pay when due amounts payable under the Agreement. If the Contractor believes the District is in Default and wishes to avail itself of its remedies, the Contractor shall send Legal Notice to the District that informs the District of the Default. The District may dispute amounts in good faith by sending Legal Notice informing the Contractor of the amounts in dispute and the reason for such dispute. The District shall pay all amounts not in dispute and those amounts that were in dispute once the dispute is resolved. The Contractor may partially or fully stop performance under the Agreement, terminate the Agreement, or both if the District Default continues for 30 consecutive calendar days after the District has received the Contractor's Legal Notice of the District Default.
2. If the District agrees to any other duties in **SCHEDULE A** or elsewhere in the Agreement, and the District fails to perform any such other duty, the District is not in Default.

B

Default by the Contractor. The Contractor is in Default when the Contractor:

1. Fails to materially perform its duties under the Agreement in whole, in part, in a timely, or in a satisfactory manner; or
2. Fails to comply with any other condition, requirement, or obligation required of the Contractor under the Agreement;
3. Loses a license, certification, governmental permit or permission, or any other credential or qualification that is required by the Agreement or required to legally and competently perform under the Agreement; or
4. Fails to complete a condition precedent or condition subsequent that the Agreement specifically requires; or
5. Becomes a debtor in any proceeding in bankruptcy, whether voluntary or involuntary, or is the subject of any other insolvency proceeding or appointment for the benefit of creditors, and any such proceeding remains un-dismissed for more than 60 calendar days; or
6. Defaults under any other agreement with the District, and the default remains unresolved for more than 60 calendar days after the District has given written notice to the Contractor of such default; or
7. The Contractor or any of its employees, agents, or Subcontractors, while performing under the Agreement, act or fail to act in a manner that, in the District's determination, is or becomes a threat or danger to the District, its employees, agents, officers, members of the board of education, students, families, or other constituents;
8. The Contractor or any of its employees, agents, or Subcontractor is convicted of a crime and that conviction then renders the Contractor to no longer be able or permitted to perform their duties under the Agreement.

C

Legal Notice of Contractor Default. When there is an event of default and the District chooses to exercise its remedies and rights, the District will give written notice to the Contractor. The notice will state the nature of the event of default, what actions the Contractor needs to take to cure the default, the dates when the Contractor has to complete the cure, and the action the District intends to take if the Contractor does not cure. The District need not give prior notice of default if the District determines in its sole discretion that the nature of the default is an immediate threat or danger to the District or District Constituents. In that case, the District will inform the Contractor of any remedies the District has taken within 30 calendar days after the District has taken such action.

D Method of Giving Legal Notice

Method of Giving Legal Notice. All notices that the Contract or law requires shall be in writing and are referred to as Legal Notice. Legal Notice is accomplished by delivery of the written notice to the Legal Notice Recipient at the address listed for the Legal Notice Recipient as follows:

1. Personal service; or
2. Trackable delivery service (for example and without limitation: USPS priority or express mail; UPS; DHL; or FedEx).

The address for each Legal Notice Recipient is as follows or at such other address as a Party may later give notice to the other Party:

Denver Public Schools	Contractor:
Attn:	Attn:

Purchasing Department 780 Grant Street Denver, CO 80203	
Tel: 720-423-1310	Tel:
Email: purchasing@dpsk12.org	
With a copy to: Denver Public Schools Office of General Counsel 1860 Lincoln St Suite 1230 Denver, Colorado 80203 Tel: 720-423-3393 Email: legal_contracts@dpsk12.org	

Tel:

Email:

E

When Legal Notice of Contractor Default not Required. If the District determines in its discretion that the Default is an immediate threat or danger to the District, its employees, agents, officers, members of the board of education, students, families, or other constituents, then the District need not give Legal Notice of Default to the Contractor.

F

District Remedies if Default by Contractor. In the event of Default, and after the District has given notice and opportunity to cure where required, and if the Contractor does not cure the Default as required by the District, the District may avail itself of any remedies available to it by law and take, or elect not to take, any of the following actions, concurrently or consecutively, as the District in its sole discretion may decide:

1. Termination of the Agreement or any part thereof.
2. Purchase goods or services to complete or substitute for the Services not performed, or licenses for Services not granted, or all together or a combination of it. The Contractor shall pay to the District all costs and expenses that the District incurs as a result, minus any sums that the District is not paying to the Contractor as the result of the Contractor Event of Default.
3. Offset costs and damages to the District that result from the Contractor Default against any sums that the District owes and that are payable to the Contractor.
4. If the Default involves the infringement on Intellectual Property rights of a Party or of persons not a Party, the Contractor shall, as directed by the District in the District's discretion, (i) secure that right to use such work for the District or the Contractor; or (ii) replace the work with non-infringing work; or (iii) modify the

- work so that it becomes noninfringing; or (vi) remove any infringing work and refund the amount paid for such work to the District.
5. Pursue any other remedy available to the District by law.

VI CONFIDENTIAL INFORMATION AND DATA PROTECTION ADDENDUM

A

Confidential Information Belongs Solely To The Disclosing Party. All Confidential Information is the exclusive property of the Party disclosing such Confidential Information (the "Disclosing Party"). The Party receiving such Confidential Information (the "Receiving Party") therefore agrees that:

1. At all times while this Agreement is in effect, Receiving Party shall keep secret and will not disclose to any third party, take or misuse any Confidential Information, or any other confidential and/or proprietary information Receiving Party acquires or has access to.
2. At all times while this Agreement is in effect, Receiving Party shall not use or seek to use any Confidential Information for Receiving Party's own benefit or for the benefit of any other person or business or in any way adverse to the Disclosing Party's interests.
3. After termination of this Agreement, Receiving Party shall preserve the secrecy of and will not disclose directly or indirectly to any other person or business any Confidential Information.

Receiving Party shall promptly advise the Disclosing Party of any unauthorized disclosure or use of Confidential Information by any person or entity.

B

Data Protection Addendum. The District owns all District Information. The District shall only allow the Contractor access to District Information if the Contractor executes the DPA.

VII GENERAL CONTRACT TERMS

A

Assignment. The Contractor may assign its rights and delegate its obligations under this Agreement only with the prior written consent of the District, except as prohibited by law.

B

Binding Effect and No Third-Party Beneficiary. The Agreement binds the Parties and their respective successors and assigns, and the Agreement gives no rights or benefits to any persons not a Party.

C

Captions and References. The captions and headings are for reference only and do not define or limit the provisions they are titled.

D

Conflict of Interest. The Contractor represents that the Contractor (i) has no personal or financial interest in the Agreement (other than the consideration to be earned); (ii)

shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Agreement (other than the consideration to be earned).

E

Counterparts. The Parties may execute the Agreement and subsequent amendments in counterparts, each of which is deemed an original, and all of which together shall constitute one and the same instrument. Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.

F

Entire Understanding. The Agreement represents the complete integration of all understandings between the Parties related to the purposes and subject matter of this Agreement. The Agreement supersedes and replaces any previous agreements of like nature between the Contractor and the District.

G

Governing Law; References to Law. The laws of the State of Colorado govern this Agreement. A Party will bring any action to enforce its rights in a court of competent jurisdiction in the City and County of Denver, Colorado or, if federal jurisdiction applies, in a federal court of competent jurisdiction in the District of Colorado. All references to law refer to the law as in effect on the Effective Date and as such law may be amended, enacted, or repealed while the Agreement remains in effect.

H

Governmental Immunity. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S.

I

Independent Contractor. The Contractor and its employees, subcontractors, and subcontractor employees are independent contractor(s) and NOT employees of the District. The Contractor shall perform its duties as an independent contractor, pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the Agreement, and provide and keep in force workers' compensation and unemployment insurance as and in the amounts required by law.

J

Modifications. The Parties can change the Agreement only in writing that is executed by the Parties. The District shall provide all changes in writing for execution by the parties.

K

Order of Precedence. In the event of a conflict or inconsistency between or among any of the components of the Agreement, the provisions govern in the following order of precedence:

1. The DPA, if it is a part of the Agreement.
2. The Agreement.

3. Any amendments to the Agreement in reverse chronological order.
4. The Solicitation Documents.
5. District Purchase Order.
6. Vendor Document.

L

Records and Audits. The Contractor shall maintain complete and accurate records of all charges the District incurs under the Agreement and other records related to the Agreement and performance thereunder, while the Agreement is in effect and for a period after the date of termination of the Agreement that is at a minimum as long as required by law. The Contractor shall keep such records in accordance with generally accepted accounting principles. The District may inspect and copy those records upon reasonable notice. This is in addition to other record keeping, reporting, and audit obligations that may be specified elsewhere in the Agreement components.

M

Rights in and Use of Work Product. The Contractor assigns to the District, and its successors and assigns, the entire right, title and interest in the Work Product, if any.

N

Severability. If a court of competent jurisdiction rules any Agreement provision to be illegal or otherwise invalid, then only the provision so found to be illegal or invalid shall be deemed removed, and all other provisions remain in effect.

O

Signature Authority. The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement. The District's signature authority for this Agreement is governed by the District's Board of Education Regulation DJA-R. If this Agreement is made contrary to the District's Board of Education Policies, including, but not limited to, Policies DJ, DJA, DJE, DJG and DJGA, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

P

Waiver. A Party's failure to assert a right or Remedy, or a Party's waiver of its rights or Remedies by course of dealing or otherwise, is not a waiver of any other right or Remedy under the Agreement or by law.

VIII DEFINITIONS

A

"*Agreement*" means this Agreement together with all of its components that appear in the form of a free-standing contract document, attachment, schedule, supplement, addendum, or a webpage accessible by link, and may include all, any one, or a combination of the following: (1) a component labeled "Data Protection Addendum"; (2) any other component that is expressly incorporated in or otherwise included with the Agreement document.

"*Claim*" means, both in its singular and plural form, actions, suits, causes of action, demands, liability, costs, expenses, court awards (including without limitations attorneys' fees and court costs) and all other incidents of liability alleged or brought again the District by persons not a Party.

"*Click-Through*" means both (1) the act, by clicking or tapping on an electronic on-line or app button or link for that purpose, of accepting on-line terms and conditions without ink on paper, and (2) the resulting agreement between the Parties.

"*Confidential Information*" means information and materials in oral, written, graphic or electronic form that is non-public, confidential and/or proprietary relating to the Party, including without limitation, student records, records, notes, data, reports, data sources, reference materials, sketches, drawings, memoranda, disks, documentation, research, development, processes, procedures, marketing techniques and materials, marketing and development plans, purchasing information, price lists, cost and pricing policies, financial information, intellectual property, and all other information of a secret or confidential nature.

"*Contract Maximum Amount*" is the amount of spending for the specified duration of the Agreement that the District will not exceed.

"*CORA*" means the Colorado Open Records Act, C.R.S. §24-72-101 et seq., as amended from time to time.

"*Default*" means any event that results in rights to remedies accruing to a Party, including any one of the events listed under the section labeled Default and Remedies.

"*District Information*" means District Data (as defined in the DPA) plus all other records, reports, material, and information, in any form and on any media, including but not limited to, any such information that may belong to or affect persons not a Party, which the District provides to the Contractor.

"*DPA*" means Data Protection Addendum and denotes the provisions specific to the collection, use, and destruction to District Data (as defined in the DPA) and other information that may be attached to and incorporated into the Agreement.

"*Fiscal Year*" means the 12 months' period that starts July 1 of each calendar year and ends on June 30 of the following calendar year.

"*Intellectual Property*" means intangible property rights that are governed by federal, state, and international law governing without limitation patents; copyrights; trade -, service-, and registered marks; trade dress; any applications therefore; and all work and rights derived therefrom.

"*Legal Notice*" means written notice that this Agreement or any law requires any one Party to give to the other Party to execute, enforce, or preserve its rights or cause other actions to take place as provided by the Agreement or law, and which may then also start the tolling of response or other periods that may affect the rights of either Party or both Parties.

"*Materials*" means all labor, licenses, materials, supplies, equipment, and all other items necessary to complete, perform and deliver the Services.

"*Order*" means a written agreement that the Parties execute at different times after the date of this Agreement in order to add, from time to time, additional or specified performance to be governed by the provisions of the Agreement. An Order may be in the form of a P.O. or other form that the District or the Contractor may prepare.

"*P.O.*" means a purchase order document in form and substance as the District uses in

the ordinary course of its business to order goods and services and encumber funds to pay for them.

"Services" means the grants of licensing for and provision of digital services of software, software-as-a-service, online access, and other digital licenses, and incidental related services, that the Contractor is delivering in accordance with the scope and purpose of the Agreement, such as, for illustration and without limitation, apps, software-as-a-service, cloud tools, platform hosting, web services, and remote application hosting.

"Solicitation Documents" means all of the following: (i) the District's request for proposal, request for qualifications, request for quote, and other documentation of the method that the District uses or has used to solicit proposals for the Agreement and then select the Contractor; (ii) the Contractor's written responses, proposals, and quotes thereto; and (iii) other written documents related thereto.

"Subcontractor" means any individual, company, or other entity whom the Contractor engages to aid the Contractor in performing under the Agreement. A Subcontractor is a sub-contractor as to the District and may be a direct contractor or any level of sub-contractor to the Contractor.

"Vendor Document" means any form of agreement documentation that the Contractor prepares and provides and that relates to the Agreement, and includes, without limitation, an on-line Click-Through contract, any form of proposal, or any form of invoice, that is or is purported to be made a part of the Agreement or is effective or purported to be effective outside of or in addition to the Agreement.

"Work Product" means work product that the Contractor produced or created specifically and exclusively for the District in performing the Services, and all work based on, derived from, or incorporating the work product, together with the tangible and intangible results of the Services, whether finished or unfinished, including drafts, and DOES NOT include material that the Contractor developed before the Effective Date and used, without modification, in the performance of the Agreement.

The Parties are signing this Agreement on the date stated in the introductory clause.

By: _____
Printed Name: _____
Title: _____

RECOMMENDED:

By: _____
Department/School Manager

"SCHOOL DISTRICT NO. 1"

APPROVED:

By: _____

Purchasing Department Manager

By: _____

Director, Financial Operations

By: _____

Executive Director of Finance

By: _____

Chief Financial Officer

By: _____

Board of Education, President

Sample

SCHEDULE A- Scope of Services and Contract Sum

See Exhibit A

Sample

Contract Terms and Conditions

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _____, and is between SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO (the "District"), a publicly governed and funded political subdivision of the State of Colorado, and _____, as reported to the IRS and indicated on your W-9 ("Contractor") (each a "Party" and collectively "Parties").

In consideration of the mutual promises of this Agreement, the Parties agree as follows:

I BACKGROUND AND SERVICES

A

The District has determined that a need exists to retain an independent contractor to provide the Services, as defined herein. The services provided by Contractor to the District are described more fully in Schedule A. Contractor shall adhere to all payment terms and conditions specified in Schedule A. The Parties agree the District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the date of this Agreement.

B

Contractor is qualified to provide the Services, as defined herein.

II DEFINITIONS

A

"*Completion Schedule*" means a completion schedule and a range of mutually acceptable work hours established through a written agreement by the Parties for the Services, as defined herein, listed in Schedule A.

B

"*Confidential Information*" means information and materials in oral, written, graphic or electronic form that is non-public, confidential and/or proprietary relating to the Party, including without limitation, student records, records, notes, data, reports, data sources, reference materials, sketches, drawings, memoranda, disks, documentation, research, development, processes, procedures, marketing techniques and materials, marketing and development plans, purchasing information, price lists, cost and pricing policies, financial information, intellectual property, and all other information of a secret or confidential nature.

C

"*Contract Sum*" is the total amount payable by the District to the Contractor for performance of the Services, as defined herein, listed in Schedule A.

D

"*De-identified Information*" means Confidential Information from which all Personally

Identifiable Information or PII, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

E

"*Employee Benefits*" means any employer withholdings or liability for: (a) taxes, FICA, Medicare or Medicaid; (b) medical or disability insurance; (c) vacation or leave; (d) pension; or (e) unemployment insurance or worker's compensation insurance.

F

"*Materials*" means all deliverables, reports and written documents expressly prepared for, or submitted to the District by Contractor while performing the Services, as defined herein.

G

"*Personally Identifiable Information*" or "*PII*" means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number, or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth, or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

H

"*Services*" means the scope of Services Contractor shall perform for the District listed in Schedule A. Contractor may not perform any Services prior to the execution of this Agreement.

I

"*Travel Expenses*" means the total amount of Contractor's actual expenses and costs for food, lodging and travel incurred in connection with Contractor's performance of the Services.

III PAYMENTS AND TRAVEL EXPENSE

A

The District shall pay amounts properly due and payable on accepted invoices, so long as the District has previously accepted the Services covered by the invoice as performed in accordance with the requirements of the Agreement. The District may not be able to pay invoices submitted outside of the Fiscal Year in which Services are performed, or any grace period thereafter that the District may provide. The District shall make payment to the order of the Contractor and shall send payment in the method provided by the contractor during supplier registration. The District does not pay any late fees. Any and all contractual financial obligations of the District that are payable after the current Fiscal Year are contingent on such funds being appropriated, budgeted, and otherwise made available.

B

The District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the execution of this Agreement.

C

The District does not pre-pay or make deposits for Contractor's performance of the Services. The District issues all payments after Contractor completes the Services.

D

Once Contractor has completed the Services, Contractor shall submit invoices to the District for request of payment on the terms and conditions specified in **Schedule A**. The Contractor shall submit to the District invoices made under this Agreement, and at a minimum shall describe the amounts billed and the dates and nature of Services or portion of Services performed. Invoices must follow the District's guidelines available [here](#).

E

The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the District, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

F

The District shall not have responsibility for payments to a subcontractor or supplier.

G

Contractor shall immediately report to the District any mispayment or overpayment made to Contractor and promptly take affirmative steps to return any District funds not due to Contractor.

H

Travel Expenses must be approved by the District. The District uses the prescribed Federal guidelines for travel and reimbursement. The daily amount for food and lodging is not to exceed the Federal Per Diem rates for the Denver Metropolitan Area. Allowable expenses are Daily Per Diem, Daily Lodging, Car Rental, Ground Transportation and Air Travel Cost. No type of alcohol will be reimbursed and food reimbursements are only for that individual. Lodging reimbursements are only for the room – no room service, phone charges or movies will be reimbursed. Travel reimbursements are only economy seating and baggage fees – no extra leg room, business or first class will be reimbursed. Contractor shall submit all itemized receipts and supporting documentation to receive payment for its Travel Expenses. No other types of expenditures are reimbursable.

IV GENERAL SCOPE OF SERVICES

A

Supervision. Contractor shall supervise and direct the Services using the Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the Services.

B

Labor and Materials. Unless otherwise provided in **Schedule A**, the Contractor shall

provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

C

Correction of Services. The Contractor shall promptly correct all deficiencies and/or defects in the Services and/or any work that fails to conform this Agreement. All corrections shall be made within seven (7) calendar days after reported by email from the District to the Contractor. The Contractor shall bear all costs of correcting such rejected Services. If the Contractor fails to correct the work within the period specified, the District may correct it in accordance with section IV or take any action pursuant to section IX.

D

District's Right to Change the Services. The District, without validating the Agreement, may order changes in the Services within the general scope of the Agreement, consisting of additions, deletions or other revisions, and the Contract Sum and Completion Schedule shall be adjusted accordingly, in writing. If the District and Contractor cannot agree to a change in the Contract Sum, the District shall pay the Contractor its actual costs.

E

District's Right to Stop the Services. If Contractor fails to correct the Services that is not in accordance with this Agreement, District may direct Contractor in writing to stop the Services until the correction is made

F

District's Right to Carry Out the Services. If Contractor defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies, correct such deficiencies at the cost of the Contractor.

V CONTRACTOR OBLIGATIONS

A

Employment Status of Contractor Employees. Contractor Personnel shall be considered to be, at all times, employees of the Contractor, under its sole discretion, and not an employee or agent of the District.

1. As an independent contractor, Contractor shall be solely responsible for providing its employees with all salary and Employee Benefits; withholding all applicable federal, state, and local employment and income taxes for its employees incurred in the performance of this Agreement; and making payments for and otherwise securing all unemployment insurance, worker's compensation, and such other insurance in the amounts required by law.
"Employee Benefits" means any employer withholdings or liability for: (a) taxes, FICA, Medicare or Medicaid; (b) medical or disability insurance; (c) vacation or leave; (d) pension; or (e) unemployment insurance or worker's compensation insurance.
2. At its sole discretion, the District may require Contractor to remove or reassign a Contractor Personnel it deems careless, incompetent, insubordinate, or otherwise objectionable, and whose continued employment on District property

is not in the best interest of the District or violates applicable District Board policies and/or laws.

3. Contractor 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 Agreement unless the Contractor receives prior written permission.
4. In accordance with the District's policy regarding the use of tobacco/nicotine products, alcohol, or marijuana products, no Contractor or Contractor employee shall be permitted to use tobacco/nicotine products, alcohol, or marijuana products when performing work for the District, whether on or off District property.
5. To protect District staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or their designee. If special or technical details concerning goods or services to be purchased are required, the involvement of Contractor should be coordinated through the Purchasing Department.

VI COMPLIANCE WITH LAW AND DISTRICT POLICIES

A

Compliance With Law. Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and other workplace requirements and standards applicable to the provision of the Services including, without limitation, all laws, regulations and rules cited in § 22-1-135, C.R.S.; all laws, regulations and rules governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, campaign contributions, and political finance; all laws, rules, and regulations applicable to discrimination and unfair employment practices; and that require the protection of personal identifying information, including "student personally identifiable information" as defined by CRS § 22-16-103(13).!

B

District Standards and Policies. All Services and Materials provided under this Agreement shall follow the specifications, standards, and procedures of the District. In addition, Contractor shall adhere to all District policies and regulations, including, but not limited to, Denver Public Schools Board of Education Administration Policies [ADC](#), [KI](#), and [KFA](#), and the District's building safety protocols.

C

Accessibility. Contractor shall comply with and all Services provided under this Agreement shall be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section § 24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Contractor shall indemnify, save, and hold harmless the District against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) incurred by the District in relation to Contractor's failure to comply with §§ 24-85-101, et seq., C. R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section § 24-85-103 (2.5), C.R.S.

D

Nondiscrimination. Contractor shall not discriminate against any person on the basis of race, color, gender, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, pregnancy status, veteran status, disability, genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps. Discrimination or harassment based on gender identity includes the knowing or intentional use of a name other than a student's self-asserted or "chosen" name, as well as the knowing or intentional avoidance of use of the student's chosen name. To the extent Contractor engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to defend, hold harmless, and indemnify the District, its board members, officers, employees, and agents from all liability, claims, and demands arising from any suit, action, grievance, charge, or proceeding, pursuant to this Agreement. This obligation shall survive the termination or expiration of this Agreement.

E

Immigration. Contractor shall not knowingly employ an undocumented person who shall perform the Services and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform the Services, through participation in the "E-Verify" Program administered by the Social Security Administration and Department of Homeland Security. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor does not knowingly employ or contract an undocumented person to perform the Services. If Contractor has actual knowledge that a subcontractor is employing or using an undocumented person to perform the Services, Contractor shall notify the subcontractor within three (3) calendar days and will terminate this Agreement if a subcontractor does not stop employing or using the undocumented person within three (3) calendar days of receiving the notice. If Contractor fails to comply with any requirement of this provision, the District may terminate this Agreement and, if so terminated, Contractor shall be liable for damages.

F

Contractors Debarred, Suspended, or Proposed for Debarment. Contractor, to the best of its knowledge and belief, represents that Contractor nor any of its principals, officers, directors, owners, partners, employees, agents, subcontractors, or any person having primary management or supervisory responsibilities within the business entity of Contractor (individually and collectively, "Contractor Personnel"), (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency of the Federal, State, or local government; (b) has not, within a three-year period preceding the date of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract or for violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; (c) is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the aforementioned offenses enumerated in this paragraph; (d) has not within a three-year period preceding the date of this Agreement, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and (e) has not within a three-year period preceding date of this Agreement, had one or more contracts terminated for default by any agency of the Federal, State, or local government. This certification is a material representation of fact upon which reliance was placed when the District determined to enter into this Agreement.

Contractor has an ongoing duty to report any debarment, proposed debarment, suspension, or other sanction for fraud or misconduct and shall provide immediate written notice to the District if it learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

G

Background Checks. If Contractor provides direct services to students, the Contractor and every person, including any subcontractor or agent of the Contractor, 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. "Direct services to students" include but are not limited to: instruction; physical, mental, and social health supports; transportation; and food services, which are provided to students at least one time per month during the school year. Conducting a Colorado Bureau of Investigation criminal history check or a Name Check investigation for any person providing Services under this Agreement does 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 Agreement shall satisfy the requirements set forth in this Section before performing Services on Contractor's behalf. The District also reserves the right to conduct its own criminal background check of every person performing Services before such Services begin.

1. If Contractor has access to student data but does not provide direct services to students, the Contractor and every person, including any subcontractor or agent of the Contractor, shall be required to have a criminal background check per Contractor's internal employment policies.
2. Denver Public Schools may issue identification badges for Contractor employees. Every person who receives a Denver Public Schools identification badge or an electronic access card from the District's Department of Climate and Safety 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. In addition, every person who receives a Denver Public Schools identification badge will be scanned through the [Raptor Visitor Management System](#) on District property prior to issuance of the identification badge. Prior to issuance of an electronic access card, Contractor shall provide documentation to the District's Department of Climate and Safety to substantiate completion of a successful background check pursuant to the terms of the Agreement for Use of Electronic Access Card. Use of Denver Public Schools electronic access cards are subject to the terms of the Denver Public Schools Access Control Policy and Procedures.
3. If an individual does not have a Denver Public Schools identification badge, the individual is required to check-in to a school office upon entering any school buildings to obtain a visitor's badge and will be scanned through the [Raptor School Visitor Management System](#). If an individual's identity cannot be verified through an acceptable form of identification (driver's license or state ID), they will not be allowed on District property.
4. Notwithstanding the criminal background check requirements 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) any unlawful sexual behavior against a minor, including but not limited to, abuse, abduction, enticement, human trafficking, pimping, sexual molestation, physical or sexual assault, or rape; or (ii) any crime involving sexual exploitation of minors, including but not limited to, child pornography offenses, or (iii) any crime of violence, including, but not limited to, murder or kidnapping. 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, (iii) obtain a Denver Public Schools electronic access card, or (iv) enter onto District property, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement 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 Agreement. 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 Work. Upon the District's request, Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

H

Conflict of Interest. The Contractor represents that the Contractor (i) has no personal or financial interest in the Agreement (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Agreement (other than the consideration to be earned). Contractor shall abide by the Code of Conduct and Conflict of Interest Certification as shown in Schedule B.

VII INSURANCE AND INDEMNITY

A

Insurance. Contractor shall maintain the insurance coverage in Schedule C

B

Agreement to Indemnify. Contractor shall indemnify, defend, and hold the District, its employees, agents, officers, representatives, directors, or assignees harmless against any and all claims, liabilities, judgments, losses, costs, expenses, damages, and the like (including reasonable attorney fees) that result from, arise in connection with, or are in any related to any breach of this Agreement by Contractor, its subcontractor(s), or any employees, agents, officers, representatives, directors, or assignees of Contractor or its subcontractor(s), or any acts or omissions of Contractor or its subcontractor(s) or any employees, agents, officers, representatives, directors, or assignees of Contractor or its subcontractor(s) under this Agreement. If performance under this Agreement includes use of Intellectual Property, delivery of Work Product, or both, then the Contractor also indemnifies, holds harmless, and assumes the duty to defend the District against any and all claims that result from, arise in connection with, or are related to Work Product or infringement on the Intellectual Property rights of a Party or any person not a Party.

1. The Contractor's agreement to indemnify takes precedence over any conflicting or inconsistent provisions under this Agreement.

2. The Contractor's agreement to indemnify survives the termination, expiration, or other ending of the Agreement until such time when all possible and applicable limitation of action periods have expired.

VIII DEFAULT AND REMEDIES

A

Right to Injunction. Contractor further agrees that, if Contractor violates any representation, warranty or certification of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to the disclosure, theft and/or misuse of Confidential Information. Accordingly, Contractor agrees that if Contractor violates any representation, warranty or certification of this Agreement, the District will be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements that Contractor take action or refrain from action to preserve the secrecy of Confidential Information. To protect the District from additional damages, Contractor agrees the District does not need to post a bond to obtain an injunction and waives Contractor's right to require such a bond.

B

Dispute Resolution. The District and Contractor shall endeavor to resolve claims, disputes, and other matters in question under this Agreement first by good faith discussions amongst the senior executives of each Party. The Parties shall mutually agree as to the process by which these discussions shall occur. If the Parties are unable to resolve the dispute through good faith discussions then the Parties may mutually agree to resolve the dispute through mediation. The Parties shall share the mediator's fee and any filing fees jointly. The mediation shall be held in Denver, Colorado.

C

Method of Giving Legal Notice. All notices that the Agreement or law requires shall be in writing and are referred to as Legal Notice. Legal Notice is accomplished by delivery of the written notice to the Legal Notice Recipient at the address listed for the Legal Notice Recipient as follows:

1. Personal service; or
2. Trackable delivery service (for example and without limitation: USPS priority or express mail; UPS; DHL; or FedEx).

The address for each Legal Notice Recipient is as follows or at such other address as a Party may later give notice to the other Party:

Denver Public Schools:

Attn: Purchasing Department

780 Grant Street

Denver, CO 80203

Tel: 720-423-1310

Email: purchasing@dpsk12.org

Contractor:

Attn:

Tel:

Email:

With Copy to:

With Copy to:

Denver Public Schools

Office of General Counsel

1860 Lincoln St., Suite 1230

Denver, CO 80203

Tel: 720-423-3393

Email: legal_contracts@dpsk12.org

D

Force Majeure. 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 Agreement, 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 Agreement, "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 and prolonged weather.

IX TERM AND TERMINATION

A

Term. This Agreement shall commence as of the date of this Agreement and shall terminate on _____ (the "Term"), unless further extended or earlier terminated as provided herein. Contractor agrees and acknowledges that the District has no obligation to extend this Term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

B

Termination by District – No Default. The District may terminate the Agreement at any time, if the District determines that termination is in its best interest. To terminate under this provision, the District shall provide at least twenty (20) calendar days prior written notice to the Contractor. The District shall pay the Contractor the sums earned and not yet paid up to the date of termination. The District shall not pay for loss of anticipated profits.

C

Termination for Cause. The District may terminate this Agreement immediately without prior notice if any of the following occurs:

1. Contractor fails to perform the Services in a manner satisfactory to the District;
2. Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless, or willful misconduct in providing the Services to the District;
3. Any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services to the party/parties to that contract;

4. Any circumstance beyond the District's control, including, but not limited to, financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations; or
5. Contractor is otherwise responsible for a material breach of a provision of this Agreement.

If the District terminates this Agreement for one of the reasons stated above, Contractor shall not be entitled to receive further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the cost of completing the Services, and other damages incurred by the District and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the District. This obligation for payment shall survive termination of this Agreement.

D

No Claim Against District. Upon termination of this Agreement by the District pursuant to this Article 9, Contractor will not have any claim against the District by reason of, or arising out of, incidental or relating to termination, except for compensation for the Services satisfactorily performed. In the event that this Agreement is terminated prior to the expiration date, Contractor will submit any and all outstanding reports and information requested by the District within ninety (90) days from the date of early termination.

E

Termination/Unauthorized Approval. If this Agreement is made contrary to the District's Board of Education Policies, including, but not limited to, Policies DJ, DJA, DJA-R, DJE, DJG and DJGA, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

X DATA PRIVACY, CONFIDENTIAL INFORMATION, AND INTELLECTUAL PROPERTY RIGHTS

A

Data Privacy

1. On the District's request, Contractor shall execute a separate Data Protection Addendum if the District believes it is necessary. The District shall only grant Contractor access to Personally Identifiable Information, records, and student education records if the Contractor executes the Data Protection Addendum.
2. Contractor shall notify the District if it is conducting any research (including but not limited to, professional development, curriculum design, interventions, and class projects intended to be shared outside of the classroom) so the District can determine whether Contractor's research must be submitted to the [DPS Research Review Board](#) for review and approval.

B

Confidential Information Belongs Solely To The District.

1. All Confidential Information is the District's exclusive property. Contractor therefore agrees that:
 1. Contractor shall keep secret and shall not disclose to any third

- party, take, or misuse any Confidential Information, or any other confidential and/or proprietary information Contractor acquires or has access to because of its provision of services to the District.
2. Contractor shall not use or seek to use any Confidential Information for Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests.
 3. Contractor shall promptly advise the District of any unauthorized disclosure or use of Confidential Information by any person or entity.
 4. On the District's request or on termination of this Agreement, Contractor shall 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 Confidential Information.
 5. Contractor shall cause each of its employees who may gain access to any Confidential Information to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that employee or permitting that employee to have access to any Confidential Information.
 6. Contractor understands that its obligations here shall continue indefinitely and shall survive the termination of this Agreement.

C

Copyright and Other Intellectual Property Rights. To the extent the Materials may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

1. Contractor warrants and represents that the Materials are original and have not been published; that the Materials do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever. Contractor agrees to indemnify and hold the District harmless against any claim of infringement of the Materials or of any patent, copyright, trade secret or other proprietary rights of third parties.
2. Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the Materials. Contractor will notify the District as to what degree the third party's works were used, as well as any limitations placed on the use of those third party's works.
3. Contractor agrees and acknowledges that the District is the exclusive owner of the Materials, and any related patent, copyright, trade secret, trademark, service mark, or any other proprietary rights in the Materials, are owned exclusively by the District. To the extent the Materials are copyrightable, they shall be deemed to be works made for hire. To the extent that any Materials may not, by operation of law, be works made for hire, Contractor hereby assigns to the District the ownership of copyright in the Materials and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable Materials. Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.
4. To the extent that any pre-existing materials are contained in the Materials, the Contractor grants to District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and, (ii) authorize others to do any, some or all of the foregoing.
5. No license or right is granted by the District to Contractor, either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform the Materials, either during or after the termination of this Agreement, without a

written agreement signed by an authorized representative of the District.

XI GENERAL CONTRACT TERMS

A

No Unauthorized Use of Names. Neither Party shall use the other's name, logo, or trademark in any advertisement, promotion, business card, or the like without the other Party's prior written consent in each instance.

B

Governmental Immunity. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S.

C

Open Records. Colorado Open Records Act § 24-72-201, et seq., C.R.S. ("CORA") applies to this Agreement, the Contractor's performance, and the records and reports generated thereunder, to the extent not prohibited by state or federal law. Any provision elsewhere in this Agreement or any Contractor document that purports to establish confidentiality in contravention of CORA is *void ab initio*.

D

Entire Understanding. This Agreement and all Schedules attached constitute the entire understanding and agreement of the Parties related to the purposes and subject matter of this Agreement. This Agreement supersedes and replaces any previous agreements of like nature between the Contractor and the District. To the extent that a conflict arises between the terms and conditions of this Agreement and any Schedule attached, the language of this Agreement shall control.

E

Captions and References. The captions and headings are for reference only and do not define or limit the provisions in this Agreement.

F

Governing Law and Jurisdiction. This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado, without regard to its principles concerning conflicts of interest. Any dispute arising out of this Agreement shall be heard in a court of competent jurisdiction over cases and controversies arising in Denver, Colorado.

G

Independent Contractor. The Contractor and its Contractor Personnel are independent contractor(s) and NOT employees of the District. The Contractor shall perform its duties solely as an independent contractor, shall pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the Agreement, and provide and keep in force workers' compensation and unemployment insurance as and in the amounts required by law.■

H

Modifications. The Parties may change the Agreement only in writing that is executed by the Parties. The District shall provide all changes in writing for execution by the Parties.

I

Order of Precedence. In the event of a conflict or inconsistency between or among any of the components of the Agreement, the provisions govern in the following order of precedence:

1. The DPA, if it is part of the Agreement.
2. The Agreement.
3. Any amendments to the Agreement in reverse chronological order.
4. The Solicitation Documents.
5. District Purchase Order.

J

Records and Audits. The Contractor shall maintain complete and accurate records of all charges the District incurs under the Agreement and other records related to the Agreement and performance thereunder, while the Agreement is in effect and for a period after the date of termination of the Agreement that is at a minimum as long as required by law. The Contractor shall keep such records in accordance with generally accepted accounting principles. The District may inspect and copy those records upon reasonable notice. This is in addition to other record keeping, reporting, and audit obligations that may be specified elsewhere in the Agreement components.

K

Severability. If a court of competent jurisdiction rules any Agreement provision to be illegal or otherwise invalid, then only the provision so found to be illegal or invalid shall be deemed removed, and all other provisions remain in effect.

L

Assignment Prohibited. The Contractor may assign its rights and delegate its obligations under this Agreement only with the prior written consent of the District, except as prohibited by law.

M

No Third-Party Beneficiary. This Agreement gives no rights or benefits to any person not a Party.

N

Counterparts. The Parties may execute the Agreement and subsequent amendments in two (2) counterparts, each of which is deemed an original, and all of which together shall constitute one and the same instrument, Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.

O

Signature Authority. The signatories below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement. The District's signature authority for this Agreement is governed by the District's Board of Education Regulation DJA-R. If this Agreement is made contrary to the District's Board of Education Policies,

including, but not limited to, Policies DJ, DJA, DJE, DJG, and DJGA, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

P

No Waiver. A Party's failure to assert a right or remedy, or a Party's waiver of its rights or remedies by course of dealing or otherwise, is not a waiver of any other right or remedy under the Agreement or by law.

The Parties are signing this Agreement on the date stated in the introductory clause.

By: _____
Printed Name: _____
Title: _____

RECOMMENDED:

By: _____
Department/School Manager

"SCHOOL DISTRICT NO. 1"

APPROVED:

By: _____
Purchasing Department Manager

By: _____
Director, Financial Operations

By: _____
Executive Director of Finance

By: _____
Chief Financial Officer

By: _____
Board of Education, President

SCHEDULE A- Scope of Services and Contract Sum

See Exhibit A

Sample

SCHEDULE B

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 below¹, 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 family³ 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.

Name: _____

Signature _____

Date: _____

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1 [GP11 Board Member Conduct Policy](#) [GP9 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](#)

SCHEDULE C

DPS Insurance Requirements

General Provisions

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods, or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage.

Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement.

Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better.

Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to nonpayment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal, or reduction in limits to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

Deductibles or Self-Insured Retentions: If any policy is in excess of a deductible or self-insured retention, the Contractor must notify the District. Contractor shall be responsible for the payment of any deductible or self insured retention.

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Proof of Insurance: Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

Subcontractors and Subconsultants: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers, or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor

shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

Insurance Coverage and Limits

Workers' Compensation/Employer's Liability: Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

Contractor expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

Business Automobile Liability: Contractor shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

Commercial General Liability: Contractor shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Professional Liability – Errors & Omissions (if applicable): Contractor shall maintain Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Excess/Umbrella Liability: Contractor shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

Builder's Risk and/or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis, including but not limited to coverage for soft costs, flood and earth movement (if in a flood or quake zone), and, if applicable, equipment breakdown coverage including testing. The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, shall be an Additional Named Insured (or Loss Payee) under the policy. The Trustee (if applicable) shall be an Additional Named Insured and/or Loss Payee under the policy as their interest may appear pursuant to a lenders loss payable clause. The policies shall contain a waiver of subrogation by the issuer of such policies with respect to the District and the Trustee (if applicable), and their respective officers,

agents and employees while acting within the scope of their employment. Policy shall remain in force until final acceptance of the project by the District.

Contractors Pollution Liability (if applicable): Contractor shall maintain Contractors Pollution Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate. The policy shall include but not be limited to bodily injury; property damage including loss of use of damaged property; contractual liability; defense costs including costs and expenses incurred in the investigation, defense, or settlement of claims; and clean-up costs.

Riggers Liability (if applicable): Contractor shall maintain Riggers Liability coverage with limits of at least \$1,000,000 for each occurrence and \$2,000,000 policy aggregate. In lieu of a separate policy, a Riggers Liability endorsement can be attached to the Commercial General Liability policy that modifies or deletes the "care, custody or control" exclusion.

Sexual Abuse, Molestation or Misconduct: Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$1,000,000.

Commercial Crime: Contractor shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Contractor's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

Aircraft Liability – Aircraft or Drone use (if applicable): Contractor shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

Liquor Legal Liability (if applicable): Contractor shall maintain Liquor Legal Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Garagekeepers Liability (if applicable): Contractor shall maintain Garagekeepers Liability coverage with limits of at least \$1,000,000 aggregate.

The following three types of required insurance coverages may be met with separate policies or a combination of these coverages under one policy. If in a combined policy, the combined policy form shall include minimum limits of at least \$3,000,000 each occurrence and in the aggregate.

Cyber/Network Security & Privacy Liability: Contractor shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

Technology Errors & Omissions (if applicable): Contractor shall maintain Technology Errors & Omissions Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to Network Security, Privacy Liability, and Product Failure.

Media Professional Liability (if applicable): Contractor shall maintain Media Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots, or other material used in the

publication or design.

Other Insurance Provisions

Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, Pollution Liability (if applicable) and Riggers Liability (if applicable), Cyber/Network Security and Privacy Liability (if applicable), Aircraft Liability (if applicable), and Liquor Legal Liability (if applicable), Contractor's insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is dated [REDACTED], and is between School District No. 1 in the City and County of Denver and State of Colorado, d/b/a Denver Public Schools ("District") and [REDACTED] ("Contractor"). This Addendum applies to all services provided by Contractor to District through the Contract, as defined herein. This Addendum and the Contract are collectively referred to hereinafter as "Agreement".

This Addendum is hereby incorporated into the Contract. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

This Addendum remains in effect for as long as the District provides District Data to the Contractor and the Contractor possesses or otherwise controls District Data, as defined herein.

1. Definitions

1.1. "Act" means the Colorado Student Data Transparency and Security Act, C.R.S. § 22-16-101 et seq., as amended from time to time.

1.2. "Biometric Record," as used in the definition of "Personally Identifiable Information," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints; retina and iris patterns; voiceprints; DNA sequence; facial characteristics; and handwriting.

1.3. "Click-Through" means both (1) an act, by clicking or tapping on an electronic on-line or app button or link for the purpose, of accepting on-line terms and conditions without ink on paper, and (2) the resulting agreement between the Parties.

1.4. "Contract" means the District's Software Services Agreement, service order, purchase order, invoice, or any other form of written agreement that (i) causes the District to release District Data to Contractor and (ii) exists now or may in the future exist between the District and Contractor.

1.5. "COPPA" means the Children's Online Privacy Protection Act of 1998, 5 U.S.C. 6501 to 6505, together with the Federal Trade Commission's rules and regulations promulgated thereunder.

1.6. "De-identified Data" means District Data from which all Personally Identifiable Information, as defined herein, and attributes about such data, have been permanently and irrevocably removed or obscured so that no individual identification can be made.

1.7. "Designated Representative" means District or Contractor employees as specified on **Schedule 1** to whom all notices required in this Addendum will be sent.

1.8. "District Data" means:

1.8.1. PII, Records, and Education Records; and

1.8.2. PII included therein or derived therefrom; and

1.8.3. Health, medical, financial, contract, and employment information about students, employees, and contractors, and their respective families that is protected by various State and federal laws applicable to the Contract or the Addendum or both;

1.8.4. All data and metadata about District Data and PII that the Contractor collects, generates, or infers; and

1.8.5. All data and metadata that students generate or infer by using the Services that collect the data; and

1.8.6. Data and information that the District makes available directly or indirectly to the Contractor; and

1.8.7. Data and information that the District DOES NOT also intentionally make or HAS NOT intentionally made generally available on public websites or publications.

1.8.8. Materials or content that students and other District constituents create through use of the Services and that is delivered in connection with the Contract and includes, without limitation, essays, research reports, portfolios, music, audio files, photographs, videos, and account information.

1.9. "Education Record" means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District or by a party acting for the District such as Contractor.

1.10. "End User" means individuals authorized by the District to access and use the Services as defined herein.

1.11. "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulation 34 C.F.R. Part 99.

1.12. "Imminent Threat" means a suspected, attempted, or imminent threat of Unauthorized Activity.

1.13. "Mine" means the act of searching through, analyzing, accessing, or extracting District Data, metadata, or information that is not necessary to accomplish, for the benefit of the District, the Services, or other purpose(s) of this Addendum.

1.14. "Personally Identifiable Information" or "PII" means data, information, and metadata that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by the District, either

directly or through the Services, or by Contractor. PII also includes other information that, alone or in combination, is linked or is linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates. Personally Identifiable Information includes, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number or Biometric Record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender. To the extent it is not already included in the definition hereinabove, PII also includes: (a) "personal information" as defined in the Colorado Open Records Act, C.R.S. 24-72-101 et seq. ("CORA"); (b) Personally Identifiable Information contained in Education Records; (c) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (e) credit and debit card numbers, PINs and other access codes, authentication data, and other cardholder data as those terms are defined in the Payment Card Industry Data Security Standards; and (f) other financial account numbers, access codes, and state- or federal-identification numbers such as driver's license, passport or visa numbers.

1.15. "Record" means any information stored in any way on any medium, including, but not limited to, handwriting, print, computer or other digital media, video or audio tape, film, microfilm, and microfiche.

1.16. "School Service Contractor Provider" means what that term is defined in the Act.

1.17. "Securely Destroy" means to remove District Data from Contractor's systems, paper files, Records, databases, and any other media, regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology ("NIST") Special Publication 800-88 Guidelines for Media Sanitization (November 2014), or such other comparable or equivalent standard to which the District's Chief Privacy Officer or designee may agree in writing, so that District Data is permanently irretrievable in Contractor's and Subcontractors' normal course of business.

1.18. "Security Breach" means an event where Unauthorized Activity has occurred.

1.19. "Tools" means what that term is defined in the Contract, and also includes any goods or services acquired by the District from the Contractor, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed or run on a computer or electronic device.

1.20. "Subcontractor" means Contractor's subcontractors, agents, or any other third party identified on **Schedule 2**, as updated by Contractor from time to time in accordance with the requirements of this Addendum, who Contractor has engaged to aid in performance of Contractor's obligations under the Contract.

1.21. "Student Profile" means a collection of PII data elements relating to a student of the District.

1.22. "Targeted Advertising" means selecting and sending advertisements to individuals based on information obtained or inferred over time from the individual's online behavior, use of applications, or PII; but if the Contractor is also a School Service Contract Provider or otherwise subject to compliance with the Act, then the Act definition of that term, if different from this definition, governs.

1.23. "Unauthorized Activity" means the illegal or otherwise unauthorized disclosure, release, acquisition, access, alteration, use, disruption, or destruction to or of District Data, or a system configuration that results in a documented unsecured disclosure, access, alteration, or use that poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.24. "Vendor Agreement" means any form of agreement documented with the Contractor prepares and provides and that relates to the Agreement, and includes, without limitation, an on-line Click-Through contract, any form of proposal, any form of invoice, that is or is purported to be made a part of the Agreement or is effective or purported to be effective outside of or in addition to the Agreement.

2. Rights and License in and to District Data

District owns all rights, title, and interest in and to District Data and De-identified Data. Any and all now known or hereafter existing intellectual property rights associated with District Data and De-identified Data, and any derivative works thereof or modifications thereto, belong to the District. The District hereby grants to Contractor a limited, nonexclusive license to use District Data and De-identified Data solely for the purpose of performing its obligations specified in the Contract. This Addendum does not give Contractor any rights, title, or interest, including all intellectual property and proprietary rights, implied or otherwise, to District Data and De-identified Data.

3. Data Privacy

3.1 Use of District Data. Contractor shall use District Data only and solely for the purpose of performing the services and fulfilling its duties under the Contract.

3.2 No Re-Disclosure. Contractor shall not disclose, transfer, release, share, or otherwise provide District Data to any third party except as expressly permitted by this Addendum or the Contract.

3.3 Prohibited Uses of District Data. Contractor shall NOT:

3.3.1 Use, including but not limited to use to train Artificial Intelligence (AI) models or systems, sell, rent, transfer, distribute, alter, Mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by

law, permitted by the Act, or in connection with an entity merger or acquisition as permitted by C.R.S. §22-16-109(2)(a);

3.3.2 Use District Data for its own commercial benefit outside of the consideration provided by the Contract;

3.3.3 Use District Data for conducting any research or surveys without the prior written approval of the District's Research Review Board;

3.3.4 Engage in Targeted Advertising or any advertising, marketing, or surveying of any kind directed toward students, parents, guardians, or District employees and agents;

3.3.5 Use District Data in a manner that is inconsistent with Contractor's privacy policy; and

3.3.6 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services.

3.4 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to FERPA, it will be designated as a "school official" with "legitimate educational interests" in the District Education Records and PII disclosed pursuant to the Contract. Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its obligations under the Contract for District's and its End Users' benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized in writing by the District. Contractor warrants and represents that during the five year period preceding the date of this Addendum, it has not been found in violation of FERPA by the U.S. Department of Education's Family Policy Compliance Office.

3.5 Subcontractor Use of District Data. Contractor is responsible for its employees and Subcontractors collection and use of any access to District Data and shall ensure their compliance with the terms of this Addendum. Contractor shall ensure that its employees and Subcontractors who have potential access to District Data have undergone appropriate background screening, to the District's satisfaction, and possess all needed qualifications to comply with the terms of this Addendum. Contractor shall also ensure that its Subcontractors carry insurance coverage against cybersecurity and data breach risks as needed to cover their potential liability when performing under the Contract, at least the same extent as Contractor does and is required to under the Contract, whichever is greater. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and holding Subcontractors accountable in such a manner that the District Data remains protected to the same or greater extent as if the Subcontractor and the Contractor were the same entity. Notwithstanding the above, Subcontractor (a) shall not disclose District Data, in whole or in part, to any other party; (b) shall not use any District Data to advertise or market to students or their parents/guardians; (c) shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s)

Subcontractor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control; (e) shall indemnify the District in accordance with the terms set forth in Section 10 of this Addendum; (f) and shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use.

3.6 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. However, Contractor may only use De-identified Data for purposes of research with the prior written approval of the District's Research Review Board. In no event shall Contractor or Subcontractors re-identify or attempt to re-identify any De-identified Data. Contractor shall not use De-identified Data in combination with other data elements. De-identified Data in the possession of a Subcontractor so as to allow for re-identification.

3.6.1 Privacy Policy Changes. As required by § 22-16-108(2) of the Act, prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.

3.7 Misuse/Unauthorized Release. Upon discovering the misuse or unauthorized release of Personally Identifiable Information held in connection with this Addendum by Contractor, a Subcontractor or a subsequent Subcontractor of Contractor, Contractor will notify the District as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of this Addendum.

4. Data Security

4.1 Security Safeguards. Contractor shall maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of District Data. Contractor shall store and protect District Data in accordance with industry standards and best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in [CIS Critical Security Controls \(CIS Controls\)](#), as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, stored, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including without limitation the Act, as well as the terms and conditions of this Addendum.

4.2 Security Procedures. Contractor shall implement and maintain reasonable security procedures and practices that are designed to help protect PII from Unauthorized Activity.

4.3 Storage Location. Contractor shall not store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

4.4 Encryption. Contractor shall ensure that all electronic District Data are at all times and will at all times be encrypted in transmission and at rest in accordance with either (1) NIST Special Publication 800-57, as amended, or (2) such other standard as the District's Chief Privacy Officer or designee may agree to in writing. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.

4.5 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4.6 Audit Trails. Contractor shall conduct audit trails and shall take such reasonable other measures to protect District Data against deterioration or degradation of data quality and authenticity.

4.7 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, one or more of the following to verify Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; (3) District Data has been de-identified by Contractor as set forth in the definition of De-identified Data in section 1.7 of this Addendum.

4.8 Background Checks.

4.8.1 If Contractor has access to District Data, but does not provide direct services to students, the Contractor and every person, including any subcontractor or agent of the Contractor, shall be required to have a criminal background check per Contractor's internal employment policies. "Direct services to students" includes but is not limited to: instruction; physical, mental, and social health supports; transportation; and food services, which are provided to students at least one time per month during the school year.

4.8.2 If Contractor provides direct services to students and has access to student data, the Contractor and every person, including any subcontractor or agent of the Contractor, 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. Conducting a Colorado Bureau of Investigation criminal history check or a Name Check investigation for any person providing services under this Contract does not meet District requirements. The costs associated with 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.

4.8.3 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) any unlawful sexual behavior against a minor, including but not limited to, abuse, abduction, enticement, human trafficking, pimping, sexual molestation, physical or sexual assault, or rape; or (ii) any crime involving sexual exploitation of minors, including but not limited to, child pornography offenses, or (iii) any crime of violence, including, but not limited to, murder or kidnapping. 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 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.

4.8.4 The Contractor and every person, including any subcontractor or agent of the Contractor, performing the Services, or who is on District's property, may be scanned through the Visitor Management System. If an individual's identity cannot be verified through an acceptable form of identification (driver's license or state ID), they will not be allowed on District's property.

5. Incident and Security Breach

5.1 Incident Evaluation. In the event of an Incident, Contractor shall follow prevailing industry practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.2 Response. Immediately upon becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws. Except as otherwise required by law, Contractor shall not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to the District's Designated Representative.

5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to

prevent a future Incident or Security Breach. The District reserves the right to require Contractor to amend its remediation plans.

5.4 Effect of Security Breach. Upon the occurrence of a Security Breach, the District may terminate the Contract. The District may require Contractor to suspend all Services, pending the investigation and successful resolution of any Security Breach, and Contractor may be required to reimburse District all amounts paid for any period during which Services were not rendered. Contractor acknowledges that, as a result of a Security Breach, the District may also elect to disqualify Contractor and any of its Subcontractors from future contracts with the District. The District may request Contractor to amend its remediation plans, and Contractor shall make reasonable good faith efforts to comply but Contractor shall not be obligated to comply.

5.5 Liability for Security Breach. In addition to any other remedies available to the District under law, contract, or equity, Contractor shall reimburse the District in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other fees imposed that were actually incurred by the District and caused in whole or in part by Contractor or by Contractor's Subcontractors for any Security Breach. If required by law or contract, Contractor shall provide notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities. Contractor shall provide one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during any Security Breach could be used to commit financial identity theft.

6. Response to Legal Orders, Demands or Requests for Data

6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, including but not limited to, a request pursuant to the COPI, the District will promptly notify Contractor and, within two (2) business days, including national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA or the Act, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

7. Compliance with Laws

7.1. School Service Contract Providers. If Contractor is a School Service Contract Provider, Contractor must complete **Schedule 5**. Contractor shall update Schedule 5 as necessary to maintain accuracy. District reserves the right to terminate the Contract, or this Addendum, or both, as specified in Section 8, should the District receive information after the date of this Addendum that significantly modifies Contractor's representations made in this Addendum 7.1.

7.2 Children's Online Privacy and Protection Act. If Contractor collects personal information (as defined in COPPA) from children under thirteen (13) years of age in performing the Services, Contractor warrants, represents, and covenants that such collection and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided the District with written notice of its collection, use, and disclosure practices.

7.3 Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services, including, most relevantly and without limitation, as applicable: COPPA; FERPA; the Act; the Colorado Privacy Act (CPA), C.R.S. 6-1-131, et seq.; the Colorado Consumer Protection Act (CCPA), C.R.S. § 6-1-101 et seq.; the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; the Health Information Technology for Economic and Clinical Health Act; Gramm-Leach-Bliley Financial Modernization Act, 1999, 15 U.S.C. 6809; Payment Card Industry Data Security Standards; Protection of Civil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; Americans with Disabilities Act; and Federal Export Administration Regulations.

7.4 Accessibility. Contractor, including all Services Contractor provides under this Agreement, shall comply with: (1) all applicable provisions of §§ 24-85-101, et seq., C.R.S.; (2) all accessibility standards for an individual with a disability adopted by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section § 24-85-103, C.R.S.; (3) all State of Colorado technology standards related to technology accessibility; and (4) Levels A/AA of the most current version of the Web Content Accessibility Guidelines (WCAG). Contractor shall indemnify, hold harmless, and assume liability on behalf of the District, and the District's elected officials, employees and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Contractor's noncompliance with accessibility standards for an individual with a disability adopted by OIT pursuant to Section §§ 24-85-103, et seq., C.R.S.

8. Termination of the Contract

8.1 The District may immediately terminate the Contract in accordance with District policies if, at any time, the District determines in its sole discretion, that Contractor has breached any of the requirements of this Addendum. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the

Contractor, the District may terminate the Contract immediately as provided under this Addendum and in accordance with C.R.S. Section 22-16-107 (2)(a).

8.2. The District may terminate the Contract if the District receives information after execution of this Addendum, that any of Contractor's representations or warranties have substantially changed after execution of this Addendum, including but not limited to the terms of Contractor's privacy policy.

9. Data Transfer; Destruction, Return

9.1 Destruction of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Addendum pursuant to **Schedule 3**, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, no later than (90) calendar days after termination or expiration of this Addendum, Contractor shall certify in writing that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract, Securely Destroyed, pursuant to **Schedule 4**.

9.2 Transfer of District Data to Third Party. If the District elects to have all District Data that is in Contractor's possession or in the possession of Contractor's Subcontractors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after a District request, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer, unless such transfer is as the result of termination of this Agreement following Contractor's breach of the terms of this Agreement. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.

9.3 Response to Return Requests. After receiving a written request from the District, Contractor shall return any specific District Data or PII that is in its possession or in the possession of its Subcontractors within five (5) business days, excluding national holidays, after receiving a written request from the District. Contractor shall return or migrate District Data and PII using such methods and formats as the District requires and follow such directions as the District provides.

10. Indemnification

10.1 If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., then it shall be responsible for the negligent acts and omissions of its officers, agents, employees and representatives with respect to its obligations under this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Contractor under the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver of its governmental immunity or as

an express or implied acceptance of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Act, as a pledge of the full faith and credit of the Partner, or as the assumption by the Partner of a debt, contract or liability of the District or its affiliates in violation of Article XI, Section 1 of the Constitution of the State of Colorado.

10.2 If Contractor is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., then Contractor shall indemnify, defend and hold District and its elected officials, employees, representatives, and agents harmless, without limitation, from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including attorneys' fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from Contractor's, or Contractor's subcontractors, performance of services under this Addendum, any third-party claim against any indemnified party to the extent arising out of or resulting from Contractor's, or Contractor's subcontractors' failure to comply with any of its obligations under Sections 3, 4, 5, and 9 of this Addendum or the Colorado Consumer Protection Act (CCPA), C.R.S. § 6-1-101 et seq., and any breach of Contractor's, or Contractor's subcontractors, obligations under this Addendum. These indemnification duties shall survive termination or expiration of this Agreement.

11. Insurance

11.1 Insurance Coverage. As required by Schedule 6.

12. EULAs, Terms of Use, and other License Agreements

12.1 The Contractor grants such licenses and user permissions and provides the Services under those conditions as set forth in Schedule 7.

12.2 Click-Through Agreements. If Schedule 7 is blank or not attached, the Contractor grants such licenses and user permissions as the District may accept by Click-Through, whether with the Contractor or provided through a Subcontractor. Notwithstanding any such Click-Through terms and conditions, and notwithstanding the provisions in the Contract or Vendor Agreement, the District DOES NOT agree to any of the following:

12.2.1 Jurisdiction, venue and governing law other than Colorado.

12.2.2 Indemnification or hold harmless by the District of any person.

12.2.3 Binding arbitration or any other binding extra-judicial dispute resolution process.

12.2.4 Limitation of Contractor's liability for (i) direct damages; (ii) bodily injury, death, or damage to property of the District that is caused by the negligence or willful misconduct of the Contractor or of the Contractor's employees or agents; or (iii) amounts that are less than the insurance coverage the Contractor provides.

12.2.5 Ownership or use of District Data other than as described in this Addendum.

12.2.6 Confidentiality provisions in conflict with the District's obligations under CORA and other applicable open records laws.

12.2.7 Fees, penalties, and payment obligations other than as agreed to in the Agreement.

12.2.8 Automatic renewal of digital services licenses, end user license agreements, or other contractual rights and obligations.

12.2.9 Waiver of jury trial or other legal right of the District.

12.3 End Users. In the event that the Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with End Users or with the District ("EULAs"), the parties agree that the terms of this Addendum shall supersede the EULAs.

12.4 Subcontractor Click-Through. If the Contractor is providing software or on-line services through Subcontractors, and Click-Through will be required for the District to avail itself of the Services under this Agreement, then the Contractor shall cause the Subcontractor providing such software or on-line access to consent to and honor the terms of this Addendum with respect to the District's use of the Services provided through the Subcontractor.

13. Miscellaneous

13.1 Public Inspection of Agreement. Contractor acknowledges and agrees that this Agreement and all documents Contractor provides District as required herein, are public records for purposes of CORA and shall at all times be subject to public inspection. The parties understand that in the event of a request for disclosure of such information, the District will notify Contractor to give Contractor the opportunity to redact its proprietary or confidential material. In the event of the filing of a lawsuit to compel disclosure, the District will tender Contractor's material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure and waive the same.

13.2 Survival. The Contractor's obligations under this Addendum, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

13.3 Choice of Law. Any claim, controversy or dispute arising under or related to this Addendum shall be construed pursuant to the substantive, not conflicts, laws of the State of Colorado. Each of the parties submit to the exclusive jurisdiction of any state court sitting in or federal court with jurisdiction over Denver County, Colorado, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Addendum in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect to any such action or proceeding.

13.4 Immunities. The District retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

13.5 No Assignment. Contractor shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of the District. Any assignment in violation of this section shall be void.

13.6 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District.

13.7 Schedules.

Schedule 1 – Designated Representatives

Schedule 2 – Subcontractors

Schedule 3 – Written Consent to Maintain De-identified Data

Schedule 4 – Certification of Destruction

Schedule 5 – Data Elements

Schedule 6 – Insurance

Schedule 7 – EULAs and Terms of Use

13.8 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9 Electronic Signatures and Electronic Records. Each party consents to the use of electronic signatures by the other party. This Addendum and any other documents requiring a signature under this Addendum, may be signed electronically by each party in the manner specified by the District. The parties agree not to deny the legal effect or enforceability of this Addendum 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 Addendum 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.

Remainder of page intentionally left blank. Signatures on the following page.

The parties are signing this Addendum on the date stated in the introductory clause.

SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO

By: _____
Signature

Printed Name: _____

Title: _____

“CONTRACTOR”

By: _____
Signature

Printed Name: _____

Title: _____

OPTION 1

SCHEDULE 1
Designated Representatives

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Security Breach:	Robert Losinski Manager, Info Security By U.S. Mail: 780 Grant St Denver, CO 80203 By E-mail: Jim.Lucchesi@dpsk12.org and robert.losinski@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
FERPA Records Requests:	Denver Public Schools Records Requests https://denverco.scriborder.com/ By U.S. Mail: 1860 Lincoln St Denver, CO 80203	[TITLE] By U.S. Mail: _____ By E-mail: _____
CORA Requests:	Stacy Wheeler CORA Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: cora@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Updates to Privacy Policy / Transparency Requirements:	Jennifer Collins Chief Privacy Officer, Deputy General Counsel By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: legal.contracts@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Updates to Subcontractor Schedule:	Jennifer Collins Chief Privacy Officer, Deputy General Counsel By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: legal.contracts@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Data Retrieval:	Robert Losinski Manager, Info Security By U.S. Mail: 780 Grant St Denver, CO 80203 By E-mail: Jim.Lucchesi@dpsk12.org and robert.losinski@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Destruction of Data:	Robert Losinski Manager, Info Security By U.S. Mail: 780 Grant St Denver, CO 80203	[TITLE] By U.S. Mail: _____ By E-mail: _____

	By E-mail: Jim.Lucchesi@dpsk12.org and robert.losinski@dpsk12.org	
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Sample

OPTION 2

SCHEDULE 1
Designated Representatives

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Name: Jennifer Collins	Name:
Title: Chief Privacy Officer, Deputy General Counsel	Title:
Address: 1860 Lincoln St Denver, CO 80203	Address:
Phone: 720-423-2211	Phone:
E-mail: legal_contracts@dpsk12.org	E-mail:

SCHEDULE 2
Subcontractors

Contractor shall update this information as necessary to maintain accuracy and shall send revised attachments, exhibits or schedules to the District's Authorized Representative.

What third party vendors does Contractor do business with that may have access to student personally identifiable data, and what is the purpose of these third party vendors (please fill complete the table below with this information)?

Name of Subcontractor	Primary Contact Person	Subcontractor's Address	Subcontractor's Phone/email	Purpose of re-disclosure to subcontractor

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use De-identified Data for the stated purpose and period, as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use

I/We, _____, as [title] _____ and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____

SCHEDULE 4
Certification of Destruction

I/We, [NAME(S)], as the authorized representative(s) of the Contractor do hereby acknowledge and certify under penalty of perjury that:

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was destroyed on _____, 20__ by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subcontractors as part of the Data Protection Addendum in accordance with federal and state law was destroyed as set forth below:

<i>Name of Subcontractor</i>	<i>Date of Deletion</i>	<i>Destruction Method</i>

I certify that this information is accurate and that no copies of District Data and PII were made.

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____

SCHEDULE 5
Data Elements

(Mandatory to be completed if Contractor is a School Service Contract Provider under CRS 22-16-101 et seq.)

1. Contractor collects, generates or uses pursuant to the Agreement the following data elements of District Data or PII:
2. Contractor collects and uses the District Data for the following educational purposes:
3. Contractor's policies regarding retention and disposal of District Data are as follows:
4. Contractor uses, shares or discloses the District Data in the following manner:
5. Has Contractor's agreement ever been terminated by another school district for failure to comply with the same or substantially similar security obligations as those set forth in this Agreement?
If yes, describe:

SCHEDULE 6

DPS Insurance Requirements

General Provisions

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods, or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage.

Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period and for eight (8) years after termination of the Agreement.

Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-III" or better.

Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall be sent thirty (30) days prior to such cancellation or non-renewal, except in the case of non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal, or reduction in limits to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

Deductibles or Self-Insured Retention: If any policy is in excess of a deductible or self-insured retention, the Contractor must notify the District. Contractor shall be responsible for the payment of any deductible or self-insured retention.

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Proof of Insurance: Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or

other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

Subcontractors and Subconsultants: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers, or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

Insurance Coverage and Limits

Workers' Compensation/Employer's Liability: Contractor shall maintain the coverages required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

Contractor expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any state or federal law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

Business Automobile Liability: Contractor shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 with accident applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

If transporting gases, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Commercial General Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

Commercial General Liability: Contractor shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Professional Liability – Errors & Omissions (if applicable): Contractor shall maintain Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Excess/Umbrella Liability: Contractor shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may

be used to achieve required limits.

Builder's Risk and/or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis, including but not limited to coverage for soft costs, flood and earth movement (if in a flood or quake zone), and, if applicable, equipment breakdown coverage including testing. The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, shall be an Additional Named Insured (or Loss Payee) under the policy. The Trustee (if applicable) shall be an Additional Named Insured and/or Loss Payee under the policy as their interest may appear pursuant to a lenders loss payable clause. The policies shall contain a waiver of subrogation by the issuer of such policies with respect to the District and the Trustee (if applicable), and their respective officers, agents and employees while acting within the scope of their employment. Policy shall remain in force until final acceptance of the project by the District.

Contractors Pollution Liability (if applicable): Contractor shall maintain Contractors Pollution Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include but not be limited to bodily injury; property damage including loss of use of damaged property; contractual liability; defense costs including costs and expenses incurred in the investigation, defense, or settlement of claims; and cleanup costs.

Riggers Liability (if applicable): Contractor shall maintain Riggers Liability coverage with limits of at least \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. In lieu of a separate policy, a Riggers Liability endorsement can be attached to the Commercial General Liability policy that modifies or deletes the "care, custody and control" exclusion.

Sexual Abuse, Molestation or Misconduct: Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$1,000,000.

Commercial Crime: Contractor shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Contractor employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

Aircraft Liability – Aircraft / Drone use (if applicable): Contractor shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

Liquor Legal Liability (if applicable): Contractor shall maintain Liquor Legal Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Garagekeepers Liability (if applicable): Contractor shall maintain Garagekeepers Liability coverage with limits of at least \$1,000,000 aggregate.

The following three types of required insurance coverages may be met with separate policies or a combination of these coverages under one policy. If in a combined policy, the combined policy

form shall include minimum limits of at least \$3,000,000 each occurrence and in the aggregate.

Cyber/Network Security & Privacy Liability: Contractor shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

Technology Errors & Omissions (if applicable): Contractor shall maintain Technology Errors & Omissions Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to Network Security, Privacy, Liability, and Product Failure.

Media Professional Liability (if applicable): Contractor shall maintain Media Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots, or other material used in the publication or design.

Other Insurance Provisions

Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, Pollution Liability (if applicable) and Riggers Liability (if applicable), Cyber/Network Security and Privacy Liability (if applicable), Aircraft Liability (if applicable), and Liquor Legal Liability (if applicable), Contractor's insurance shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools and its selected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.

SCHEDULE 7
EULAs and Terms of Use

Sample