Request for Proposal

BD2710:Specialized Service Provider Staffing Agencies

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 Cindy Roth, at cindy_roth@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	September 14, 2026
Questions Deadline **via BidNET**	September 24, 2026 at 10:00 am MT
Proposal Deadline submission via BidNET	**October 13, 2026 at 10:00 am MT**
Evaluation of Proposals	October 2026
Round 2 - **Presentations**	Week of November 2, 2026
Selection of Proposals - Intent to Award	November 2026
Board of Education: Finance and Audit Committee Meeting Consent Agenda Approval Meeting	December 2026
Contract Negotiation of Contract - Final Award	January 2026

REQUEST FOR PROPOSAL BD2710

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EXHIBIT A: Price Sheet

EXHIBIT B: ESS Contract Employee Template Rate Sheet

EXHIBIT C: Insurance Requirements

EXHIBIT D: Sample District Contract

EXHIBIT E: Sample Data Protection Addendum

If any of the Documents listed above are missing from this package, please contact the Purchasing official, Cindy Roth at cindy_roth@dpsk12.org.

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											

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 C**.

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.

I. **PURPOSE:** The purpose of this Solicitation is to support Central Office and/or DPS Schools in the recruitment and hiring of a Specialized Service Provider Team (SLP, OT/PT, Nurse, Psychologist, Social Worker, BCBA/RBT, Low Incidence) or Special Education Teacher in the event a prolonged vacancy that has not been filled through the District's typical hiring process. This alternative hiring practice ensures DPS can fulfill all legal/ethical obligations under FAPE, IDEA - as well as other pertinent legal state/federal regulations. Partner agencies are required to meet all background and licensure standards during recruitment and referral, resulting in high quality special education teachers and specialized service providers being placed at DPS sites. Additionally, contractors may assist with provision of Compensatory Education services.

II. **TERM OF CONTRACT:** This contract shall commence on July 1, 2027 and shall remain in effect through June 30, 2028.

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. This option is a District prerogative and not a right of the Supplier and will be exercised only when such continuation is clearly in the best interest of the District. 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 Cindy Roth at cindy_roth@dpsk12.org. 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.

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 The purpose of this Solicitation is to support DPS Schools and/or Central Office in the recruitment and hiring or a Specialized Service Provider Team (SLP, OT/PT, Nurse, Psychologist, Social Worker) or Special Education Teacher in the event a prolonged vacancy that has not been filled through the District's typical hiring process. This alternative hiring practice ensures DPS can fulfill all legal/ethical obligations under FAPE, IDEA - as well as other pertinent legal state/federal regulations. Partner agencies are required to meet all background and licensure standards during recruitment and referral, resulting in high quality special education teachers and specialized service providers being placed at DPS sites. Additionally, contractors may assist with provision of Compensatory Education services.

II. SCOPE OF WORK

A. **General Responsibilities:** In accordance with federal IDEA and FAPE regulations, The District is seeking highly collaborative community partners to assist in providing Special Education services to eligible students enrolled in district schools. Staffing Agencies will recruit and hire Specialized Service Providers (SSPs) and Special Education Teachers and paraprofessionals to supplement DPS's existing staff.

B. **Allowable Services and Rates:** The following Specialized providers are allowable within the terms of this Request for Proposal:

1. Speech Language Pathologist

2. Speech Language Pathologist Assistant (SLPA)
3. Occupational Therapist
4. Certified Occupational Therapy Assistant (COTA)
5. Physical Therapist
6. Registered Nurse
7. Licensed Practical Nurse (LPN)
8. Certified Nursing Assistant (CNA)
9. School Social Worker
10. School Psychologist
11. Special Education Classroom Teacher
12. Special Education Center Classroom Paraprofessionals
13. Board Certified Behavior Analyst (BCBA)
14. Registered Behavior Technicians (RBT)

C. **Work Hours and Calendar:** Contractor SSPs and Special Ed Teachers are scheduled to work Monday-Friday in alignment with The District's 186-day calendar. Contractor SSPs are required to keep accurate time sheets which, at minimum, set forth (i) all hours worked, (ii) the applicable rate of compensation for the work completed, and (iii) school location where work is completed. Timesheets shall be provided to DPS on a regular basis as established under the Staffing Services Agreement. Contractor SSPs/Special Ed Teachers are not permitted to work a schedule which would require working more than eight (8) hours in a single work day unless approved in advance by the DPS CENTRAL APPROVER If advance approval from Client is provided and Contractor SSPs work a schedule of more than eight (8) hours, DPS will be invoiced for and will pay for all approved work hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. If advance approval from DPS is not provided and Contractor SSPs work a schedule of more than eight (8) hours, Contractor shall be solely responsible for the payment of work hours in accordance with the current state and federal laws, rules and regulations where such services are being provided.

D. **Invoicing and Payment Terms:** Invoices must contain such detail as The District may reasonably require.
   a. Invoice Template
   b. Rate Sheet Template
   c. Schedule of Fees: visibility/transparency

E. **Penalties and Conversions:**
   a. 30-day written termination notification is required. Agencies must notify DPS within five calendar days of the contractor notifying the agency. Agencies that fail to meet that requirement may be subject to the penalties.

   b. Contractor SSPs/Special Ed Teachers are employees of the Staffing Agency. Contractor SSPs/Special Ed Teachers are available for conversion as follows:
      i. Any Contractor SSPs/Special Ed Teachers who voluntarily applies for a DPS position shall not be subject to a conversion fee or other charge reasonably understood to serve as compensation to Contractor for the loss of the Contractor's service.

F. **Credentials & Licensure:** The Contract Staffing Agency shall ensure that all Contractor Personnel possess (a) at least the experience and qualifications to meet all minimum job requirements; (b) degrees, certifications, and/or licensures which are currently valid and in good standing as required to work in the city of Denver and the state of Colorado. Contractor will provide a copy of any applicable licenses, resume and appropriate documentation for each Contractor Personnel. **Valid Colorado driver's license and ability to meet District insurability requirements.** All Contractor SSPs/Special Education Teachers who provide direct services to students, including any subcontractor or agent of the Contractor and persons who may have 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. Speech Language Pathologist - Colorado Department of Education (CDE) endorsement in Speech-Language Pathology (Professional Spec Services License or Initial Special Service License).
   b. Speech Language Pathologist Assistant (SLPA) - School Speech Language Pathologist Assistant (SLPA) Authorization and Certificate of completion for Speech-Language Pathology Assistant Program.

c. Occupational Therapist - National Board of Certification for Occupational Therapy (NBCOT) Certificate; Colorado Department of Education Special Provider license - Occupational Therapy; Current Colorado DORA Licensure.
d. Certified Occupational Therapy Assistant (COTA) - Successful completion of District training required.
e. Physical Therapist - Colorado Physical Therapy License from DORA; Colorado Department of Education Special Provider License Endorsement in Physical Therapy.
f. Registered Nurse - Must be licensed as a registered nurse by the State of Colorado; Professional Special Services License or Initial Special Service License for School Nurse.
g. Licensed Practical Nurse (LPN) - Must be licensed as a registered nurse by the State of Colorado.
h. Certified Nursing Assistant (CNA) - Certified Nursing Assistant (CNA) certification.
i. School Social Workers - Colorado Department of Education Professional, Initial, Professional or Temporary Educator Eligibility License for Social Worker.
j. School Psychologists - Colorado Department of Education Special Provider License -School Psychology; or the ability to obtain one with an application in process.
k. Special Education Classroom Teachers -
    i. Moderate Needs Teachers - Current Colorado Department of Education Teachers License with endorsement in Special Education Generalist or Special Education Specialist or qualify for Alternative License or Temporary Educator Eligibility with the same endorsement.
    ii. Special Education Generalist or Specialist Teacher - Current Colorado Department of Education Teachers License with endorsement in Special Education Early Childhood Special Education OR qualify for Alternative License or Temporary Educator Eligibility with the same endorsement.
    iii. Early Childhood Special Education Teacher - Current Colorado Department of Education Teachers License with endorsement in Special Education Early Childhood Special Education OR qualify for Alternative License or Temporary Educator Eligibility with the same endorsement.
l. Special Education Center Classroom Paraprofessionals - Must pass District approved written and physical exams covering de-escalation and physical restraint training, on an annual basis; Specialized training in invasive procedures, such as, tube feeding, and catheterization will be provided, as assignment requires.

G. For roles listed above, all other required training must be completed within 75 days of initial hire.

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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**. Proposals will be limited to 12 pages. 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 21**, 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 **Voluntary Product Accessibility (VPAT) Template**	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.	30
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 Districts deadline of **July 1, 2027**.	20
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. An outline of the Supplier's background and overall qualifications. D. 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. E. List any current litigation, outstanding judgments and liens with which your company is presently involved. F. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work.	35
SECTION G	Redacted Bid	Provide a *separate* 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 Special Education, Exceptional Student Services, Mental Health, Budget Analysts, and Health 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.

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 below[1], related to my company conducting business with the District. I understand that the District's policies and regulations shall operate as a Code of Conduct. I agree to follow the District's Code of Conduct, and any legal and regulatory requirements applicable to my company's performance, work or contract, and that violating the District's Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

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

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

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

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

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

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

Printed Name	Signature	Date

[1] **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.