



August 20, 2010

Subject: Request for Proposal, #BD1437- Educator Performance Assessment System.

Enclosures: (1) Request for proposal cover sheet
 (2) General terms and conditions
 (3) Special terms and conditions
 (4) Pricing Template
 (5) Proposal Preparation and Formatting Requirements
 (6) Partial Use Case Inventory Diagram
 (7) Proposed Implementation Roadmap
 (8) Requirements Inventory
 (9) Project Background

To: All prospective bidders:

Enclosed, please find a Request for Proposal to provide Denver Public Schools with an Educator Performance Assessment System and associated consulting services for implementation in the district. Unless otherwise noted, bidders must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

1) RFP Issue date- Friday, August 20, 2010.

2) Non-Mandatory Bidders Conference- Friday, August, 27, 2pm Mountain Daylight Time. This pre-bid conference is non-mandatory and will review the scope of work documents and requirements of the RFP with potential bidders. This meeting will be conducted via telephone conference call at a number and time to be determined and communicated in advance. The resulting questions and answers will be published to all prospective bidders.

2) Questions due date- Tuesday, August 31, 2pm, Mountain Daylight Time. Responses to questions will be provided in writing to all prospective bidders, by **Thursday, September 2, 2010, 2PM, Mountain Daylight Time.**

4) Proposal due date- Proposals must be sent or delivered as directed with the proposal instructions and received on or before, **Friday, September 17, 2PM, Mountain Daylight Time** to the District's Purchasing Office. Proposals received after this date will not be considered and individual extensions to the due date will not be granted. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows- Denver Public Schools, Purchasing Department, 900 Grant Street, Room #301, Denver, Colorado 80203, Attn: BD#1437.

5) Proposal Expiration date- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

6) Mandatory Finalist Presentations- Finalists will be notified and asked to present their proposals **October 7 & 8, 2010** (specific times to be determined). The district requires the presence of the individual(s) expected to conduct work at the meeting.

Please be advised that the award of any agreement is based upon the content of the bidder's proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the following: Mr. Michael S. Thomas, CPPO, C.P.M., Director of Purchasing, (720) 423-3346, fax (720) 423-3348.

Sincerely,
Michael S. Thomas, CPPO, C.P.M.
Director of Purchasing
Denver Public Schools



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL BD#1437

**EDUCATOR PERFORMANCE ASSESSMENT SYSTEM AND CONSULTING
SERVICES COVER SHEET**

Date: August 20, 2010

Proposal number: BD#1437

Proposal title: Educator Performance Assessment System and Consulting Services

Proposals will be received until: September 17, 2010
2:00 p.m., Mountain Daylight Time
at 900 Grant Street, Room #301.

Goods or services to be delivered to or performed at: Administration Building locations

For additional information please contact the buyer: M. Thomas, CPPO, C.P.M., Director of Purchasing, # 720-423-3346

Email Address: michael_thomas@dpsk12.org

Bid Hot Line: 720-423-3489

Award Hot Line: 720-423-3682

Documents included in this package: Request for Proposal Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Response Questionnaire
Supplier Information Form
Diversity Business Certification Form
Requirements Inventory

If any of the documents listed above are missing from this package, they may be picked up at 900 Grant, Room 301. If you require additional information, call the Denver Public Schools contact person. The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Supplier, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the 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.

PRINT OR TYPE YOUR INFORMATION (Include this form into TAB A of proposal)

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Approved by: _____ Date: _____

Reviewed by: _____ Date: _____



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL, BD#1437

GENERAL TERMS AND CONDITIONS

I. APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (herein after referred to as "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. Suppliers are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Supplier's Offer, it shall be construed that the Supplier's Offer fully complies with all conditions identified in this Solicitation.
 4. Denver Public Schools intends and expects that the contracting processes of the District and its 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.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.
 6. Open Records. The Supplier understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Supplier of such request in order to give the Supplier the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the 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.
- B. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.
- 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 Technical Specifications outlined in this Solicitation, the Technical 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** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Supplier submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's 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. Such addenda will be posted on the Purchasing Department web site <http://purchasingts.dpsk12.org/bids/default.asp>. Suppliers are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Supplier shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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. The use of erasable ink is not permitted. All corrections made by the Supplier must be initialed **in blue ink** by the authorized agent of the Supplier.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Supplier in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Supplier's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Supplier on the Solicitation's Specification and Pricing Form- within TAB F when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Supplier. No changes in the Offer shall be allowed after the date and time that the Offers are due.
6. Supplier is instructed to follow all of the detailed guidelines within this document and scope of work in tabbing and preparing their proposal documentation.

B. Submission

1. The Offer shall be sealed in an envelope with the Supplier's name and the RFP number on the outside.
2. **Provide copies of your proposal in all of the following formats:**
 - a) **One (1) original "master" printed copy**
 - b) **Two (2) CD disks with the RFP response in Microsoft Word / Excel electronic format**
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.
3. Offers submitted via facsimile machines or email will not be accepted.
4. Suppliers which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Suppliers' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Supplier.

D. Supplier Information. All Suppliers are required to complete the Supplier Information Form that is included in this solicitation.

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Purchasing Department must have the Supplier's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification.
- B. Withdrawal of Offers
 - 1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 - 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the 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 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; or
 - 5. The Offer has not been executed by the Supplier through an authorized signature on the Specification's Cover Sheet.

C. Elimination from Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

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

VI. EVALUATION CRITERIA

This RFP will be evaluated by an evaluation team consisting of the following staff members from the district: Department of Technology Services, Purchasing, Academics, Finance and HR.

This evaluation committee will evaluate and score proposals based upon the following, pre-established criteria:

<i>Category</i>	<i>RFP Response Tab</i>	<i>Points</i>
Supplier's Background <ul style="list-style-type: none">➤ Management Summary➤ Supplier profile➤ Bidder Certifications	Tab A Tab B Tab C Tab G	2.5
Past Performance and References <ul style="list-style-type: none">➤ Past performance for similar entities using the Supplier's product as proposed.➤ List ALL client references from the previous 5 years in the K-12 space➤ District will conduct interviews with one or more client references	Tab H	15
Requirements Checklist <ul style="list-style-type: none">➤ How closely does Supplier's solution match the District's requirements?➤ Supplier should supply screen shots as necessary to explain how requirements are met.	Tab D	25
Schedule and Implementation Plan <ul style="list-style-type: none">➤ Innovativeness of bidder's plan and rationale➤ Ability to integrate with existing district systems➤ Leadership ability to bring a comprehensive solution to the District.➤ 2-3 design options, one of which must include maximum use of Lawson Talent Management functionality (each option must tie to a separate pricing sheet [Tab F])	Tab E	25
Pricing <ul style="list-style-type: none">➤ Describe overall pricing approach➤ Fill out one pricing template for each design option	Tab F	20
RFP preparation <ul style="list-style-type: none">➤ Organization➤ Professionalism of response	N/A	2.5
Teacher Effectiveness Vision <ul style="list-style-type: none">➤ Describe your company's vision for measuring and improving teacher effectiveness and ultimately student outcomes through the use of your technology and processes.	Tab I	10
Total points possible		100

VII. AWARD OF CONTRACT. The District shall award a contract to a Supplier through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Supplier's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful 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 the Purchasing Department's web site at <http://purchasingts.dpsk12.org/bids/default.asp> provided that the appeal is sought by the Supplier prior to the District finalizing a contract with the selected Supplier.

IX. 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 products, no employee of the Supplier shall be permitted to use tobacco products when performing work on District property.
 - 4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of 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.
- 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, Supplier(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

- X. MODIFICATIONS TO EXISTING CONTRACT.** Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the 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 must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Supplier prior to the enactment of such modifications.

XI. 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.



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL BD#1437

SPECIAL TERMS AND CONDITIONS

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

Distribute Request for Proposal	Friday, August 20, 2010
Non-Mandatory Bidder Conference	Friday, August 27, 2010
Deadline for bidders to submit questions	Tuesday, August 31, 2010
Deadline for DPS to provide responses to questions	Thursday, September 2, 2010
Deadline for submitting proposal	Friday, September 17, 2010
Finalist notifications given	Thursday, September 30, 2010
Finalist presentations	October 7-8, 2010
Notice of intent to award	Friday, October 15, 2010
Contract negotiations begin	Monday, October 18, 2010
Board of Education Approval (if necessary)	Thursday, October 21, 2010
Pilot Implementation phase:	Contract award – January 4, 2011
Yr 1 Implementation phase:	January 5, 2011 – July 31, 2011
Yr 2 implementation phase:	August 1, 2011 – July 31, 2012

PURPOSE: To purchase and implement an “Educator Performance Assessment System” software application. The end deliverables are as established in the scope of work.

TERM OF CONTRACT:

- 1) Pilot implementation phase: Contract award – January 4, 2011
- 2) Yr 1 implementation phase: January 5, 2011 – July 31, 2011
- 3) Yr 2 implementation phase: August 1, 2011 – July 31, 2012
- 4) Optional additional phase(s) to address additional, incremental implementation scope to be determined

A50. ALTERNATE RESPONSES MAY BE CONSIDERED: The District shall consider up to three alternate Responses from the same Vendor, provided, however, that the alternate Response offers a different product or service that meets or exceeds the requirements. In order for the District to consider an alternate Response, the Vendor shall complete a separate Specification and Pricing Form and shall mark 'Alternate Response' on the first page. The alternate Response shall be placed in the same envelope with the regular Response. The District reserves the right to consider and award any alternate Response based on the method of award prescribed in this Solicitation in its best interest.

C47. COMPETENCY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three (3) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the District. The District reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the District) in making the award in the best interests of the District.

C65. 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 Vendor shall not avail itself of such manifestly unintentional error or omission, but must have same explained or adjusted by the District's Project Manager before proceeding with the work in question.

C68. CONTRACT SUPPORT: The Vendor must have demonstrated its capability to provide such system contract support to other customers to be eligible for this award.

C70. CONTACT PERSON: For additional information regarding the Specifications and requirements of this Solicitation, please contact: Mr. Michael S. Thomas, CPPO, C.P.M. Director of Purchasing, 720-423-3346.

C72. CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

D15. DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

D25. DELIVERY/COMPLETION SCHEDULE OFFERED BY VENDORS SHALL BE CONSIDERED BY THE DISTRICT WHEN DETERMINING AWARD: This Solicitation identifies the date when products must be delivered or services completed. Accordingly, the delivery or completion date specified by the Vendors as part of their Response shall serve as a criteria for awarding this Solicitation. The District reserves the right to award to other than low Vendor when the higher Vendor provides a better delivery or completion date. It shall be understood therefore, that the District may cancel the contract for cause if the awarded Vendor fails to make delivery or complete the service within the period specified in the Vendor's Response. It shall be further understood that the District may, in its best interest, purchase the goods or services from another vendor and seek re-procurement charges from the defaulted Vendor and/or invoke liquidated damages to the extent specified in this Solicitation.

D50. DISCOUNTS OFFERED DURING TERM OF CONTRACT: The successful Vendor(s) may offer the District discounts below the original prices quoted in the Response during the term of the contract. In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation

E36. ELIGIBILITY OF VENDORS - MINIMUM YEARS OF EMPLOYEES AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the District. The District reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the District) in making the award in the best interest of the District.

E50. EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

F92. FURNISH AND INSTALL REQUIREMENTS: These Specifications may describe the various functions and types of work required to install the equipment purchased in conjunction with this Solicitation. Any technical omissions of functions or types of work within these Specifications shall not relieve the Vendor from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Vendor shall include all costs associated with installation in its proposed unit cost to the District and shall not identify installation costs as a separate item unless specifically allowed on the Specification and Pricing Form.

I27. INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

I28. INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

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

Automobile Liability:

Combined single limit	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the District	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the District as "Additional Insured"	

Professional Liability:

{IF you render professional services}

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit	\$ 1,000,000

Blanket contractual
 Primary & non-contributory
 Show Waiver of Subrogation in favor of the District
 Per location / per job aggregate limit
 Defense in excess of limits
 Designated profession must be applicable to your work for our company
 Name the District as “Additional Insured”

Pollution Liability:

{IF you have any pollution exposure}

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
Per location / per job aggregate limit	
Defense in excess of limits	
Designated Location or Operation must be shown as per your contract for the District	
Name the District as “Additional Insured”	

Umbrella:

Policy form:	Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	
Excess professional liability	(if you provide professional services)
Excess pollution liability	(if any pollution exposure exists)
Excess employer’s liability	
Blanket contractual	
Per location / per job aggregate limit	
Defense in excess of limits	
Primary & non-contributory	
All locations / operations (if not, designate specific project or location)	
Name the District as Additional Insured including Products/Completed Operations	

Workers’ Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on District property or job site must be covered	
Show Waiver of Subrogation in favor of the District	
Coverage must apply to workers in Colorado	

Insurance companies providing the coverage specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“ by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

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

I70. INVOICES SUPPORTING VENDOR'S COST SHALL BE FURNISHED TO THE DISTRICT ON A MONTHLY BASIS: The Vendor shall be required to furnish a current copy of the invoices it has paid to its manufacturer, supplier or distributor for items provided to the District in conjunction with this contract. The invoices shall be submitted to the EPAS Project Manager, as identified below by the tenth day of each month and shall reflect an invoice date from the prior month. A copy of the invoice shall also be furnished to the Purchasing Department – Attention: Director of Purchasing for contract tracking. Any variances shall be reported to the Vendor for corrective action and, if applicable, reimbursement.

M16. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria as identified in Section VI, as well as the Response Questionnaire.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

P61. ATTENDANCE AT FINALIST PRESENTATIONS IS MANDATORY: Mandatory finalist presentations will be held on October 7-8, 2010 to review the vendors' proposals. The District will invite the top scoring firms to participate in an onsite presentation. The details and agenda for such meeting will be sent to each invitee prior to this meeting. The district requires the presence of the individual(s) expected to personally perform the analysis and evaluation at this meeting. **Vendors are expected to come prepared with PowerPoint presentations and a system demonstration, as well as handouts for the Response Evaluation Committee.** Vendors who fail to attend the presentations shall be considered non-responsive and ineligible for award.

COOPERATIVE PURCHASING EFFORTS: The District is a member of the Cooperative Educational Purchasing Council (CEPC). The geography of the CEPC lies along the front range of the Rocky Mountains from the Fort Collins/Greeley area in the north to Colorado Springs in the south. This membership of public purchasing departments represents approximately seventy percent (70%) of the K-12 public school enrollment in the State of Colorado. We hereby request that any member of the CEPC 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 CEPC member which uses a contract(s) resulting here from would establish its own contract, issue its own orders, be invoiced there from, 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 a CEPC member and the Supplier as a result of this Solicitation.

CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;
- d. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;

- e. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- f. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

CONFIDENTIALITY. Information furnished by Denver Public Schools that identifies, teachers, salaries, students and related data is all considered confidential. The contractor and its employees, agents or subcontractors shall be allowed access only as needed in performance of the analysis as requested within this RFP. The Contractor shall not use any of this confidential information for any other purpose other than carrying out the Contractor's obligations under this agreement for services. The Contractor shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Contractor may be held liable for improper disclosure. Contractor shall promptly notify DPS of any request for disclosure of confidential information received by the Contractor. The Contractor agrees to hold DPS harmless for violations of confidentiality by the Contractor.

WORK PRODUCT. The work product generated from this analysis shall become the property of Denver Public Schools.

S03. SALES TAX: The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

S04. SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors' competencies and abilities. On the basis of these evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

T64. TRAINING COURSES SHALL BE PROVIDED: The successful Vendor shall provide an intensive training program to a minimum of _____ District employees regarding the use of the commodities or equipment supplied by the Vendor in conjunction with this Solicitation. The Vendor shall bear all costs associated with this training including, but not limited to: registration fees, manuals, texts, or other instructional materials, and transportation and lodging expenses if such training must be provided outside the Metro Denver, Colorado area.

Section IV- Pricing Template
Compensation and Payment Schedule

Supplier may invoice District per the schedule below, providing written acceptance of each deliverable contained in a Payment Milestone, is received from District:

<i>Priced Component</i>	<i>Parameters</i>	<i>Supplier Pricing</i>
1. Installation Fees		
2. Software License Fees		
3. Annual Software Maintenance Fees	Quote annually for 7 years	
4. Hardware & Hardware Maintenance	Quote annually for 7 years; Quote for varying levels of availability, including 99.95%, 99.99% and 99.999% high availability	
5. Telecom / Network Pricing	Quote annually for 7 years; Quote for varying levels of availability, including 99.95%, 99.99% and 99.999% high availability	
6. Custom Programming / Development Fees		
7. Labor / Consulting Services		
8. Direct Costs with Travel	Not to exceed IRS daily rate	
TOTAL Not to exceed project pricing:		

<i>Deliverable</i>	<i>Date Due</i>	<i>Supplier Pricing</i>
Deliverable #1		
Payment Milestone #1	Target Invoice Date <Milestone #1 Date>	
Deliverable #2		
Payment Milestone #2	Target Invoice Date <Milestone #2 Date>	
Deliverable #3		
Payment Milestone #n	Target Invoice Date <Milestone #n Date>	
TOTAL Not to exceed project pricing:		

The Supplier shall propose time and material, not-to-exceed pricing for each of the specific milestones as listed above. Each line item shall be summarized as follows to detail the level of cost/pricing associated-

Line Item	Proposed labor hours	Burdened labor hour rate	Materials	Other direct costs-	Total Pricing

Total Proposed Project pricing-_____

SECTION V – PROPOSAL PREPARATION AND FORMATTING REQUIREMENTS

To enable the District to conduct uniform review of all proposals submitted in response to this RFP, the supplier shall organize the proposal response as follows:

5.0 Request for proposal organization format

5.1. **Cover Sheet-TAB A (Limit-1 page)**- Submit the signed, completed front page from this RFP.

5.2 **Management Summary-TAB B (Limit-3 pages)**. Provide a management summary which includes, but is not limited to, the following:

- 5.2.1 Provide an overview of your proposal and highlight the benefits. Identify the factors that make your solution different and/or unique.
- 5.2.2 Describe your company's core capabilities and business approach.
- 5.2.3 Why is your proposed solution best suited to meet the needs of the Denver Public Schools?
- 5.2.4 What is your company's mission statement and/or core values?
- 5.2.5 Other core competencies related to your proposed software development services, support and documentation.
- 5.2.6 Supplier Information Form (using template provided)
- 5.2.7 Diverse Business Certification Form (using template provided)

5.3 **Supplier Profile-TAB C (Limit-5 pages [not including contract])** Provide a vendor profile which includes, but is not limited to, the following:

- 5.3.1 Identify the legal name of your company
- 5.3.2 Provide a brief description and history of your company.
- 5.3.3 Indicate the number of years the company has been in business.
- 5.3.4 Indicate the size of your company, including the company's market share and number of installations. What is the headquarters location address and relevant phone numbers?
- 5.3.5 Discuss the ownership and organizational structure of your company and its support staff.
- 5.3.6 Provide an organizational chart for the team that would be assigned to this account and a paragraph about each, discussing his/her qualifications and experience as pertains to the requirements of this account. Also provide both the minimum percentage of time the team member would 1) devote to this account and 2) be physically present on the District premises.
- 5.3.7 Provide the total number of your facilities management sites locally and nationally.
- 5.3.8 Financial Information. Supplier shall provide an audited financial statement or public annual report. Also, provide your Dun & Bradstreet and tax ID number. This information shall remain confidential and will not be made part of the public record.
- 5.3.9 Included a copy of your contract terms and conditions.

5.4 **Requirements Checklist-TAB D**. Provide information to demonstrate that your firm has the technical or specialized expertise to assist the District in developing its Educator Performance Assessment System. Respond to every requirement in the requirement inventory and list any questions in the space provided. Supplier should supply screenshots as appropriate to demonstrate how the requirement is met. (The "requirements.xls" spreadsheet shall be used to document responses).

5.5 Schedule and Implementation Plan-TAB E. (Limit- 5 pages for each design option)
 describe your proposed method for implementing the EPAS system according to the general guidelines outlined in the proposed implementation roadmap (pilot phase from January to June of 2010, and full rollout starting in August of 2011). The District will be looking for the overall quality and feasibility of the Supplier's plan including rationale for prioritizing various pieces of the plan in the schedule. The district will also be assessing the overall comprehensiveness and usability of the bidder's solution. Additionally, the vendor may supply up to **three** different design options (e.g., design options could vary by partnering with different vendors to deliver the complete solution, or by the phasing of technology implementation, or by other factors TBD), but one option must include maximum use of the Lawson Talent Management functionality.

If multiple design options are presented, the vendor should provide the District with supporting rationale (pros/cons) for each option. A Microsoft or similar project schedule, with associated proposed project timelines is desired within this section of the proposal. This timeline should identify key milestone deliverables.

All design options should pay special attention to seamlessly integrating their solution with existing District systems, particularly:

5.5.1 Student Data – SchoolNet is the student information system in use by the District. Integration with student data should seamlessly work in two key areas:

5.5.1.1 - User Interface Integration – The teacher effectiveness dashboard should be able to drill down into the existing SchoolNet widgets on the SharePoint Teacher Portal page.

5.5.1.2 - Backend Integration – The student data in the data warehouse should be a key input for the teacher effectiveness rating, the PD offered and even measuring the effectiveness of PD.

5.5.2 HRIS Systems – Lawson is in use by the District for the HR system. One design option must include maximum use of the Lawson Talent Management functionality.

5.5.3 PD Systems – Moodle is used by the District for on-line courses.

5.6 Pricing- TAB F (Limit- one page for each design option)

Describe your overall pricing approach. Summarize the project labor and related materials costs as identified above. Provide a total cost and then break this cost down based on each of the essential deliverable elements of this project.

5.7 Bidder Certifications-TAB G (Limit- one page)

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 the Cooperative Educational Purchasing Council avail itself of this contract and purchase any and all items specified? Yes _____
 No _____

State percentage of prompt payment discount, if offered. %

The District has a Visa Procurement Card Program.
 Will you accept the District's Visa for payment of services made from this proposal
 Yes _____
 No _____

5.8 **References - TAB H.** (Limit- three pages) Discuss your firm’s overall experience and qualifications on similar projects and similar public school clients. List ALL client references from the previous 5 years in the K-12, teacher effectiveness space. Include company name, contact name, position or title, telephone number, email address and a “current client” indicator (meaning they are still actively using your products and/or services). The District will conduct interviews with one or more references from this list.

5.9 **Teacher Effectiveness Vision - TAB I.** (Limit- two pages) Describe your company’s vision for measuring and improving teacher effectiveness and ultimately student outcomes through the use of your technology and processes.

(File in TAB B)

DENVER PUBLIC SCHOOLS SUPPLIER INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete **ALL** areas. Mark N/A for those which are not applicable. Type or **print legibly**, all responses.

1. a. LEGAL NAME OF FIRM: _____
 b. DBA OR BUSINESS NAME
 (IF DIFFERENT) _____
2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
 a. STREET ADDRESS: _____
 b. CITY: _____ STATE: _____ ZIP: _____
 c. ALTERNATE ADDRESS: _____ YES _____ NO If yes, attach separate sheet with information.
 (Address used for returns, etc., if different from #2 and #3.)
3. PAY OR REMIT ADDRESS:
 a. LEGAL NAME OF FIRM: _____
 b. STREET ADDRESS: _____
 c. CITY: _____ STATE: _____ ZIP: _____
 d. PAYMENT TERMS (e.g., 2%10, net 30, etc.) _____
4. FIRM TELEPHONE NUMBER: (____) _____
 TOLL FREE NUMBER: (800) _____
 FAX NUMBER (____) _____
 EMAIL: _____
5. a. FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
 b. **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**
 c. **Please provide a brief description of the types of goods and/or services you offer.**

I hereby certify that my firm is not on the Federal Debarred vendor list, EPLS site
<http://www.epls.gov/epl>.

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of
(name of firm) _____ and that the information
contained herein is true and correct to the best of my knowledge and belief.

Name: _____

Title: _____

Signature: _____ Date _____

No employee of Denver Public Schools shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and DPS.

The District has a VISA Procurement Card Program.
Will your company accept the District's Visa?

Yes _____
No _____

(File in TAB B)

Diverse Business Certification Form

In order to be classified as a Business Diversity vendor with the Denver Public Schools, vendor must attach a copy of its applicable certification.

Check the box (select one) which pertains to your enterprise.

- | | |
|---|--|
| <input type="checkbox"/> Disadvantaged Business Enterprise | <input type="checkbox"/> Small Business Enterprise |
| <input type="checkbox"/> 8A Certified | <input type="checkbox"/> Service Disabled Veteran |
| <input type="checkbox"/> Emerging Small Business Enterprise | <input type="checkbox"/> Veteran Owned |
| <input type="checkbox"/> Woman owned and controlled (WBE) | |

Owner(s) name(s)	Percent of ownership	Male/ Female	Title/ Position
_____	_____	_____	_____
_____	_____	_____	_____

Ethnicity of Business - check the box(s) which are applicable (if any).

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic |

Legal Name of Company: _____

DBA: _____

Fax: _____

Address: _____

City/State: _____

Zip: _____

Contact Person: _____

Title: _____

Phone: _____

Authorized Representative's Signature: _____

Phone: _____

Printed Name: _____

Title: _____

Date: _____

Email Address: _____

If you are a certified diverse business and would like your company name to appear in the Denver Public School's Diverse Business Directory, please check the box below.

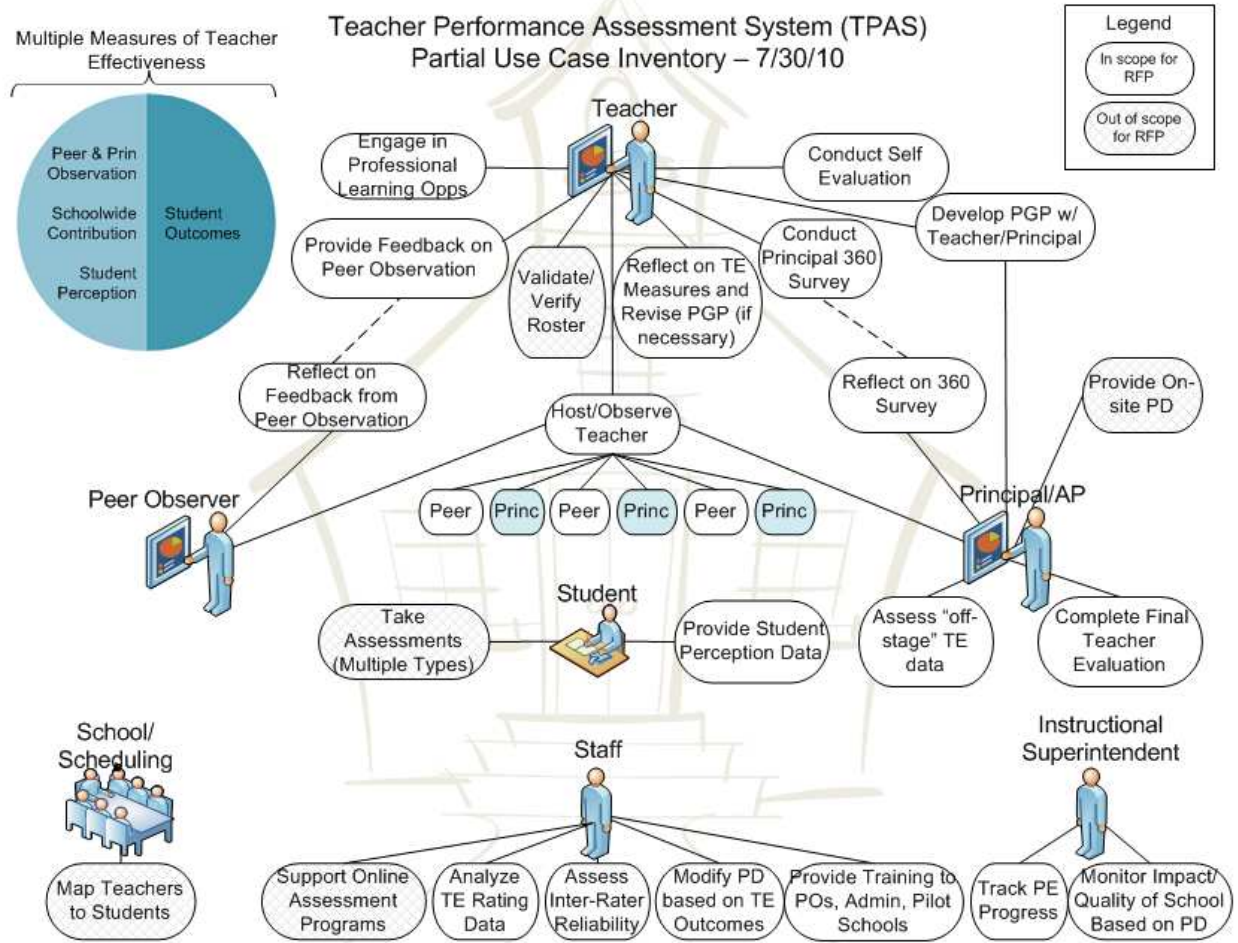
- ☐ Yes, please add my company's name to the directory.

If a copy of your applicable certification is not enclosed, we cannot add your company to the directory.

Please provide a brief description of the types of goods and/or services you offer:

For assistance please contact the DPS Business Diversity Outreach Program (BDOP) Manager, Sharon Gonzales, at 720-423-4188.

SECTION VI – PARTIAL USE CASE INVENTORY

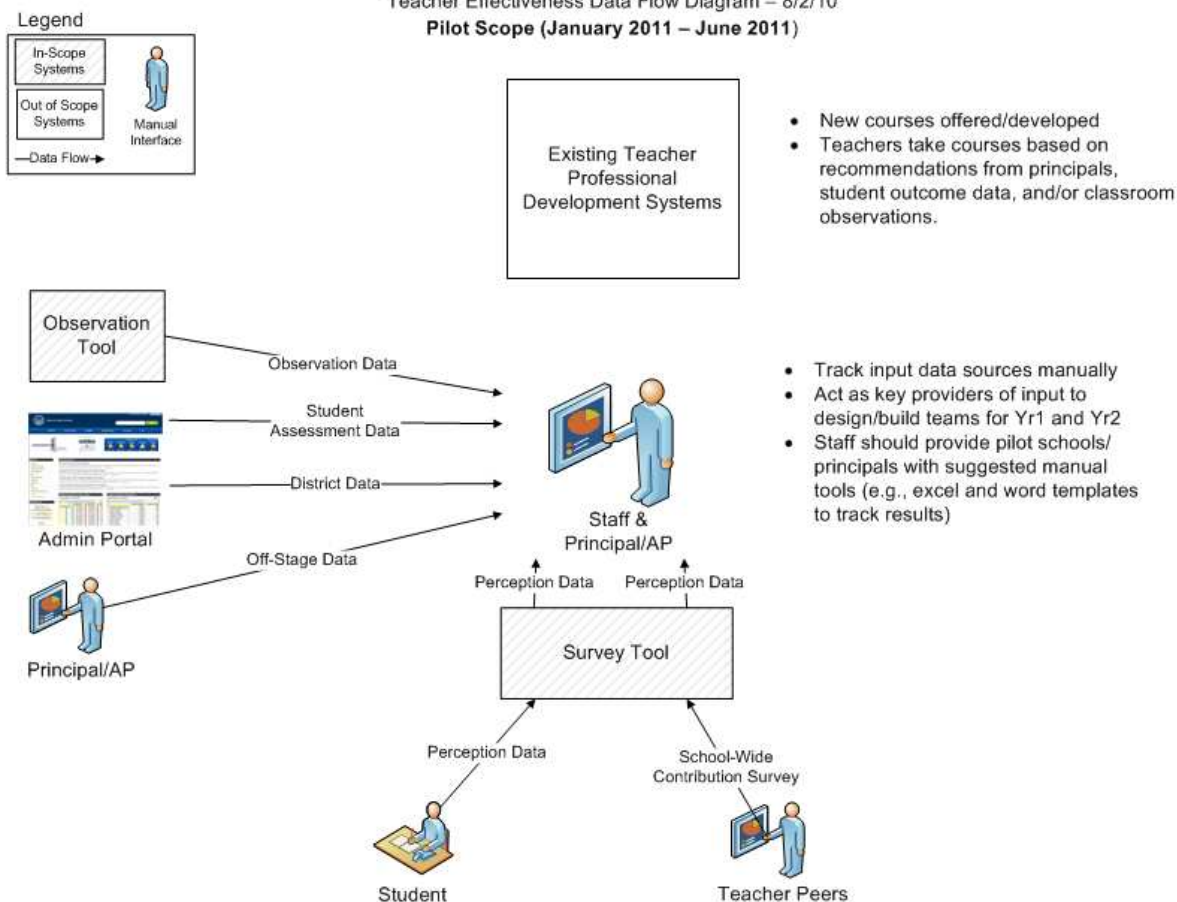


SECTION VII – PROPOSED IMPLEMENTATION ROADMAP

Educator Performance Assessment System (EPAS)

Teacher Effectiveness Data Flow Diagram – 8/2/10

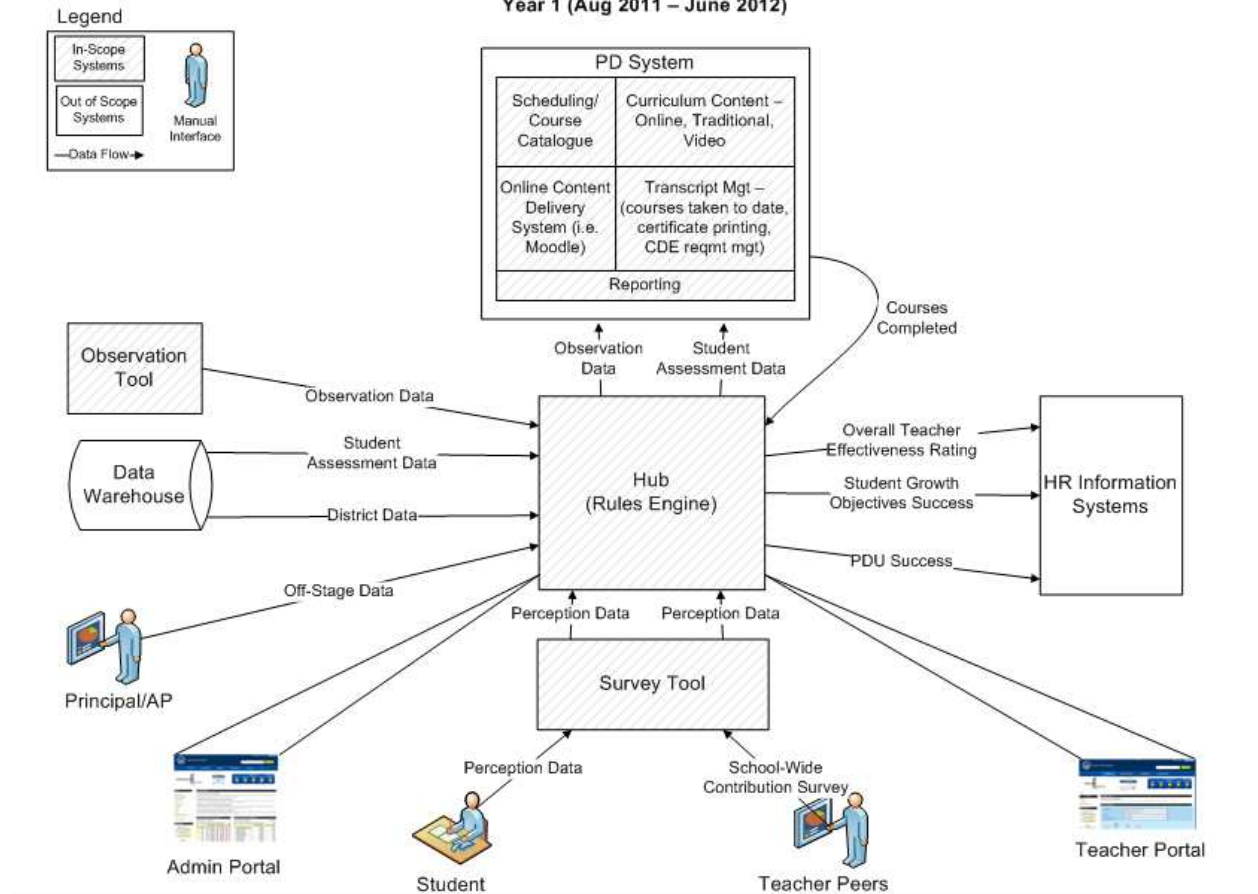
Pilot Scope (January 2011 – June 2011)



Educator Performance Assessment System (EPAS)

Teacher Effectiveness Data Flow Diagram – 8/2/10

Year 1 (Aug 2011 – June 2012)



Proposed Roadmap Summary

Phase	Period	Total Scope	Business Capabilities	Technical Capabilities
Pilot	Jan 11 - Jun 11	<ul style="list-style-type: none"> 15-25 schools 10-11 peer observers some teacher types 	1 - Classroom Observations 2 - Comprehensive teacher 360 surveys (students, teacher peers) 3 - New PD courses aimed at improving observation ratings 4 - Principal supports teachers in their growth & development.	Observation tool Survey tool PD tool
Yr 1	Aug 11 - Jun 12	<ul style="list-style-type: none"> 80% of schools TBD peer observers 80% of teacher types Ties to compensation (PDUs/SGOs) Pilots principal effectiveness 	1 – Adds more schools and teacher types 2 – Automatically suggests PD courses, has exemplary video examples, and tracks PD effectiveness by measuring growth in teacher effectiveness 3 – Adds SGO and PDU Compensation changes 4 – Adds TER (teacher effectiveness rating) compensation changes 5 – Improved observation rubric 6 – Adds linking of student outcomes to evaluation 7 - Pilot Principal Effectiveness functionality	Adds TPAS Hub Adds integration to: <ul style="list-style-type: none"> Portals PD Tool Payroll Student & District Data Observation Data
Yr 2	Aug 12 - Jun 13	<ul style="list-style-type: none"> 100% of schools 100% of teacher types Online professional learning communities 	1 – Adds remaining schools and teacher types 2 - Improved observation rubric 3 - Improved student outcome methodology 4 – PD social networking capability connects teachers with similar PGP growth goals.	No major technical components planned, however expect numerous improvements to overall platform.

SECTION VIII – REQUIREMENTS INVENTORY

Please see the complete requirements inventory in that attached spreadsheet, “**EPAS Requirements 8-19-10.xls**”. All bidders must respond to this section directly in the attachment provided. The following are definitions of the column headings in the spreadsheet:

1. **Component** - The requirements are sorted by “Component”, which corresponds to the proposed implementation roadmap in Section VII. DPS believes there are four key technical components to the system. However, it is expected that each bidder may divide their solution up differently. Additionally, a “General” component has been used to refer to all requirements that aren’t specific to one of the technical components. The four technical components are:
 - a. Hub
 - b. Observation Tool
 - c. PD System
 - d. Survey Tool
2. **Category** – This column provides an additional level of detail for each of the components.
3. **#** - Each requirement has a unique number within every Component/Category combination.
4. **Description** – This is the requirement description
5. **Priority** – The relative importance of each requirement to the DPS selection committee.
 - a. Extra High
 - b. High
 - c. Medium
 - d. Low
6. **Can Bidder Meet Requirement?** – Each bidder is expected to respond with one of the following (note: the District expects that Bidders will not be able to meet 100% of the requirements):
 - a. 1 – Can meet
 - b. 2 – Partially meet
 - c. 3 – Cannot meet
7. **Bidder Notes** – This column should be used for additional textual explanations to any of the responses in the “Can Bidder Meet?” column, especially responses with a value of “2 – Partially”.

SECTION IV – PROJECT BACKGROUND

For a general business overview of the educator performance assessment system, please see the DPS website <http://educatorperformance.dpsk12.org/>, and particularly the "research and resources" section <http://educatorperformance.dpsk12.org/ResearchandResources>.