

## Request for Proposal BD2327: Camera Refresh

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. **All inquiries regarding this solicitation must be submitted, by email to Cassie Gentry, at [Cassandra\\_Gentry@dpsk12.org](mailto:Cassandra_Gentry@dpsk12.org).** Any contact with other DPS personnel may deem the Supplier disqualified, and the proposal will not be accepted for review.

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| <b>RETURN TO:</b><br><b>BidNet - BD2327</b><br><b>Cassie Gentry</b><br><b>Denver Public Schools</b><br><b>720-423-1315</b> |
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### **RFP SCHEDULE OF ACTIVITIES** (subject to change)

| EVENT  | DATE   |
|--|--|
| Issuance of RFP  | January 20, 2023   |
| Optional Site Walk-Through<br>780 Grant St, Denver 80203   | January 27, 2023 - 9:00 am MT                              |
| Questions Deadline sent to Purchasing Agent only at:<br><a href="mailto:Cassandra_Gentry@dpsk12.org">Cassandra_Gentry@dpsk12.org</a> | January 30, 2023 - 10:00 am MT                             |
| Addendum Issued  | February 1, 2023   |
| <b>Proposal Deadline</b>   | <b>February 21, 2023 - 10:00 am MT</b>                     |
| Evaluation of Proposals  | February 22 - March 8, 2023                                |
| Round 2 - <b>Conference Calls</b><br>(if needed, please save the date)   | March 10, 2023   |
| Selection of Proposals - Intent to Award   | March 15, 2023   |
| Board of Education:<br>Finance and Audit Committee Meeting<br>Consent Agenda Approval Meeting  | April 10, 2023 - 3:30 pm MT<br>April 20, 2023 - 4:30 pm MT |
| Contract Negotiation of Contract - Final Award   | April 30, 2023   |

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If any of the Documents listed above are missing from this package, please contact the Purchasing official, Cassie Gentry at [Cassandra\\_Gentry@dpsk12.org](mailto:Cassandra_Gentry@dpsk12.org).

**REQUEST FOR PROPOSAL BD2327**  
**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 in the event of a CORA Request. Please acknowledge that you understand. Yes\_\_\_\_\_ No\_\_\_\_\_

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the 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)<br>Acknowledged |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|

## REQUEST FOR PROPOSAL BD2327

### SECTION II: GENERAL TERMS AND CONDITIONS

**1. APPLICABILITY.** These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (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").

#### **2. 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 the following insurance: [Professional Services Agreement](#).

**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 a CORA 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.

### 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 (RMEPS/BidNet) 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.

## 3. 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.

#### **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.

#### **4. 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.

#### **5. REJECTION OF OFFERS**

A. **Rejection of Offers.** The District may, at its sole and absolute discretion:

- 1) Reject any and all, or parts of any or all, Offers submitted by prospective 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.

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

**7. AWARD OF CONTRACT.** The District shall award a contract to a 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.

**8. 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.

**9. 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.



## 10. 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.

- E. Delivery.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the 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
- F. 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.

## 11. 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.

## 12. 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.

## 13. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD

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

## 14. FORCE MAJEURE

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

**REQUEST FOR PROPOSAL BD2327****SECTION III: SPECIAL TERMS AND CONDITIONS**

1. **PURPOSE:** The purpose of this Solicitation is to establish a contract with a single, qualified Supplier, to install new and replace existing, interior and exterior cameras, at designated locations throughout the District. The awarded Supplier must be able to collaborate with the Denver Public Schools Department of Technology Services Project Management Team.
2. **TERM OF CONTRACT:** This contract shall commence on May 1, 2023 and shall remain in effect through April 30, 2025. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.
3. **LIMITED CONTRACT EXTENSION TO COMPLETE WORK:** Any specific work assignment which commences prior to the termination date of this contract and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.
4. **CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Cassie Gentry at [Cassandra.Gentry@dpsk12.org](mailto:Cassandra.Gentry@dpsk12.org) or 720-423-1315. Unauthorized contact with a District employee other than the Purchasing Agent regarding this RFP may result in disqualification.
5. **WALK-THROUGH TOUR IS OPTIONAL:** An optional walk-through tour of the facility affected by this Solicitation will be conducted on January 27, 2023 at 9:00am MT - at 780 Grant St. Denver, CO 80203.
6. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via email to Cassie Gentry at [Cassandra.Gentry@dpsk12.org](mailto:Cassandra.Gentry@dpsk12.org). The Supplier submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent by 10:00 am MT on January 30, 2023. **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.**
7. **METHOD OF AWARD: BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND CONFERENCE CALLS (if needed):** It is the intent of the District to award this Contract to the Supplier who receives the highest score when the Responses submitted by interested Suppliers are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee may score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Suppliers. Evaluation will be based on the following criteria: page 19. In the second phase, the Committee may invite a limited number of Suppliers who received the highest scores during phase one to participate in conference calls to clarify proposal questions and/or any remaining questions the evaluation team may have. The number of Suppliers who are invited to participate in conference calls will be determined by the Committee after the written Responses have been scored. The evaluative score from the conference calls will be ranked based on their answers.  
  
**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 an award is made, the solicitation file and the proposals contained therein are in the public record.**
8. **PROJECT SHALL BE COMPLETED BY NO LATER THAN NOVEMBER 1, 2025:** The Supplier shall complete the project by no later than November 1, 2025. All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the successful Supplier(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Supplier. In these cases, the Supplier shall notify the District of the delays completion date can be negotiated. Should the Supplier(s) to whom the contract(s) is awarded fail to complete the work within time required, it is hereby agreed and understood that the District reserves the right to cancel the contract with the Supplier and to secure the services of another Supplier to complete the work. If the District exercises this right, the District shall be responsible for reimbursing the Supplier for work which was completed and found acceptable to the District in accordance with the Specifications. In addition, the District may, at its sole discretion,

request payment from the Supplier, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the District as a result of having to secure the services of another Supplier.

- 9. ELIGIBILITY OF SUPPLIERS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Supplier's facility may be made prior to award of the 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 five (5) years prior to the date of this Solicitation. The Suppliers 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 Supplier 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 Supplier, including past performance and experience with the District) in making the award in the best interest of the District.
- 10. DENVER PUBLIC SCHOOLS - DESIGN AND CONSTRUCTION STANDARDS:** The Supplier shall comply with DPS Educational [Specifications and Design & Construction Standards](#) (the "Standards").
- 11. LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Supplier shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.
- 12. LICENSES REQUIRED FOR TRADES:** Professional contractors performing services in/for the District must show that they have been duly licensed by the municipality where the work is being performed, if required by that municipality, prior to being awarded a contract by the District.
- 13. GOVERNMENT STANDARDS AND REQUIREMENTS:** All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), the National Electric Code (NEC), as well as standards and requirements established by Panduit.
- 14. PERMITS AND FEES PAID BY VENDOR:** The Vendor shall obtain and pay for all permits, licenses and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the District or the Vendor for failure to obtain required permits, licenses, or fees shall be borne by the Vendor.
- 15. SUPERINTENDENT SHALL BE SUPPLIED BY VENDOR:** The successful Vendor shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Vendor and all communications given to, and all decisions made by, the superintendent shall be binding to the Vendor. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the District.
- 16. PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:** If the Supplier is awarded a contract under this Solicitation, the prices proposed by the Supplier shall remain fixed and firm during the term of the contract, provided, however, that the Supplier may offer incentive discounts from this fixed price to the District at any time during the contractual term. The Supplier may submit a price adjustment to the District if the manufacturer 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. The Supplier is obligated to notify the District of such adjustments, either price reductions or price increases, within fourteen (14) calendar days after receiving said notification from the manufacturer. Additionally, notification from the Supplier shall be received by the District's Purchasing Department at least thirty (30) 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. All current quotes are to be honored without price adjustments.

- 17. PURCHASE ORDERS PLACED WITH SUPPLIER DURING CONTRACT:** All orders placed with the Supplier during the term of the contract shall be issued by the District's Purchasing Department through a Purchase Order bearing a unique Purchase Order number or by individual schools and departments using a Purchase Order number which will be sent directly by email to the Supplier. The Supplier shall not fill any requests for materials or supplies until a Purchase Order has been received from the District. A verbal Purchase Order number, however, may be issued to the Supplier ONLY by an agent of the Purchasing Department under emergency circumstances in advance of a written Purchase Order.
- 18. PURCHASE OF OTHER ITEMS BASED ON PRICE QUOTES:** While the District has listed all major items on the Solicitation which are utilized by the District, there may be ancillary items that must be purchased by the District during the term of this contract. Under these circumstances, the District's Purchasing Department will contact the successful Vendor and obtain a price quote for the ancillary items and will also obtain price quotes from at least two other sources. The District reserves the right to award these ancillary items to the successful Vendor or to another Vendor based on the lowest price quote.
- 19. MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 20. LIMITATION OF OPERATIONS DURING SCHOOL HOURS:** No work shall be performed during school hours which are 7:00 a.m. to 3:30 p.m. except in those cases where such work is necessary for the proper care and protection of the work already performed, and only in those cases where permission to do such work is secured from the District's Project Manager. No overtime work shall be started without prior approval of the District's Project Manager or his/her designated representative.
- 21. 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 Supplier from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Supplier 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.
- 22. MODIFICATION TO PROJECT DESIGNS:** The District's Project Manager reserves the right to change the design of any interior furnishing details shown on the contract documents without additional cost, provided that there is no increase in the amount of materials, workmanship or cost to the Vendor. Any conflict or inconsistency between the drawings and Specifications, and/or any discrepancy between any dimension of the drawings, shall be reported, in writing, by the Vendor to the Project Manager whose decision thereon shall be conclusive. Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the Specifications during the course of the work shall be interpreted by the Project Manager. Further, any discrepancies between the drawings and the Specifications which the Vendor failed to bring to the attention of the Project Manager before submitting its Response shall be interpreted by the Project Manager. The Vendor hereby agrees to abide by the Project Manager's interpretation and agrees to complete the work in accordance with the decision of the Project Manager. If the Contract Documents are not complete as to any minor detail, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract Documents in accordance with such standard.
- 23. ESTIMATED QUANTITIES:** Estimated quantities or estimated dollars are provided in this solicitation for the Supplier's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the District's actual needs and usage during the previous contractual period or prior twelve month period, whichever is longer. Said estimates may be used by the District for purposes of determining the low Supplier meeting Specifications.



- 24. ADJUSTMENT OF QUANTITIES:** While the quantities stipulated in this Solicitation will be used by the District for purposes of determining the low Supplier meeting Specifications, it is hereby agreed and understood that the District has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.
- 25. ADDITIONAL NUMBER OF ITEMS MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies the exact number of items to be purchased by the District, it is understood and agreed that the District may, during the term of the contract, purchase additional quantities of the same model or brand of item from the successful Supplier. This option, if exercised, is the prerogative of the District and shall be honored by the Supplier as a condition of contract award.
- 26. LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE SUPPLIER:** Unless otherwise provided in this Solicitation, the Supplier shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the District's Project Manager.
- 27. SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Vendor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the District when making the award in the best interest of the District.
- 28. PRODUCTION INSPECTION BY THE DISTRICT (as needed):** The successful Vendor(s) is required to conduct on-site production inspections at times which are mutually convenient to the Vendor and the District's representative(s) and shall be performed prior to the final assembly of the equipment. The purpose of the inspections is to evaluate the placement of controls and components, structural changes, and general manufacturing/assembly techniques. The Vendor shall provide reasonable notice to the District prior to the scheduling of these on-site production inspections. The District reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the Specifications and/or the Vendor's Response.
- 29. DEFICIENCIES IN WORK TO BE CORRECTED BY SUPPLIERS:** The successful Supplier 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 **48 hours** after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Supplier by the District's Project Manager. The Supplier shall bear all costs of correcting such rejected work. If the Supplier fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Supplier in default of its contractual obligations, obtain the services of another Supplier to correct the deficiencies, and charge the Supplier for these costs, either through a deduction from the final payment to the Supplier or through invoicing.
- 30. DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY SUPPLIERS:** The successful Supplier shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Solicitation. All corrections shall be made within **48 hours** after such deficiencies, defects and/or damages are verbally reported to the Supplier by the Purchasing Department. The Supplier shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.
- 31. CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the District premises. At completion, the successful Supplier shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's Project Manager.
- 32. ACCIDENT PREVENTION:** The Supplier shall be required to take safety precautions in an effort to protect persons and District property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Supplier which is responsible for the same. Barricades shall be provided by the Supplier when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.

- 33. TOXIC SUBSTANCES:** The Federal 'Right To Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the District during the Response evaluation period in the best interest of the District.
- 34. PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, shrubbery, etc. located on District property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the District.
- 35. METHOD OF PAYMENT - PHASED PAYMENTS FOR WORK COMPLETED:** The District shall provide partial payments for work completed by the successful Vendor during various phases of the work assignment. The District and the successful Vendor shall negotiate the percentage or component of completed work which corresponds to the acceptable payment schedule after the Response has been evaluated and the successful Vendor has been determined. The Vendor shall provide a fully documented invoice to the District's Accounts Payable Department. The invoice shall identify critical, descriptive data including, but not limited to, the Purchase Order number, the service location(s) and time and materials provided to the District. It shall be understood that such invoices shall not be authorized for payment until such time as a District representative has inspected and approved the completed phase of work.
- 36. DISCOUNTS OFFERED DURING TERM OF CONTRACT:** The successful Supplier(s) may offer the District discounts below the original prices quoted in the Response during the term of the contract. In addition, Suppliers 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.
- 37. 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.
- 38. LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS:** Upon failure of the Supplier to complete the project in accordance with the Specifications and to the satisfaction of the District within the time stated, the Supplier shall be subject to charges for liquidated damages in the amount of \$500.00 for each and every calendar day the work remains incomplete. As compensation due to the District for loss of use and for additional costs incurred by the District due to such non-completion of work, the District shall have the right to deduct said liquidated damages from any amount due or that may become due to the Supplier under this agreement or to invoice the Supplier for such damages if the costs incurred exceed the amount due to the Supplier.
- 39. WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM:** The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the District during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.
- 40. WARRANTY SHALL BE FOR SPECIFIC PERIOD:** In addition to all other warranties that may be supplied by the Supplier, the Supplier shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of two (2) years after the date of acceptance of the labor, materials and/or equipment by the District. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Supplier is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Supplier does not constitute waiver of these warranty provisions.



- 41. 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 Supplier.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. MINIMUM WAGES BASED ON STATE LAW:** Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Vendor for work under this contract shall not be less than the prevailing wage rates for similar classifications if work in the Metro Denver, Colorado area.
- 46. 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.
- 47. AMERICANS WITH DISABILITIES ACT:** Supplier(s) shall use commercially reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to Subscriber under this Agreement, such system and services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility pursuant to the Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act of 1973, and Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines, provided, however, that Supplier(s) will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by Subscriber including Subscriber content.

**REQUEST FOR PROPOSAL BD2327**  
**SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA**

**1. OVERVIEW**

- a. The District is the largest school district in Colorado. It employs approximately 15,000 employees, and serves over 92,000 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.

**2. SCOPE OF WORK**

The purpose of this Solicitation is to establish a contract with a single, qualified Supplier, to install new and replace existing, interior and exterior cameras, at designated locations throughout the District. The awarded Supplier must be able to collaborate with the Denver Public Schools Department of Technology Services Project Management Team.

The District anticipates the following (approximately):

- Adding - 272 cameras
  - Interior - 74
  - Exterior - 198
- Upgrading - 954 cameras
  - Interior - 502
  - Exterior - 452
- CAT6 Cable installs - 272

NOTE: The Department of Technology Services (DoTS) will provide all cameras and mounts.

- a. Any material not specifically mentioned in this specification, but required for proper performance and operation must be furnished, installed and supported.
- b. The work consists of all labor, materials, equipment and services necessary and required to completely test and deliver a fully functional and operational system per DPS standards.
- c. Vendor Project Lead Tech must have two years of experience as lead tech on similar project installations in size and scope as the solicitation contained herein.
- d. Vendor Project Manager must have five years of experience as project manager on similar project installations in size and scope as the solicitation contained herein.

- e. Vendor shall adhere to DPS Division 27 & 28 Construction Standards, Exhibit B.
- f. Vendor shall provide their cost proposal to include all costs to the District to fully implement the required specifications and scope of work.
- g. Vendor must be at a minimum Business Partner Panduit Certified and provide a certificate that indicates current status. All wiring required to be installed per DPS standards (Division 27) and qualify for "25-year warranty" on all Panduit materials.
- h. Vendor shall provide all conduits, wiring, outlet boxes, and all accessories necessary to complete the wiring to all components of the system. The System wiring shall be installed per Denver Public School's Division 27 & 28. All connections shall be made complete and the system placed into operating condition satisfactory to District guidelines.
- i. Vendor will test all existing and new CAT6 cables to ensure the District's Division 27 specs are met.
- j. Vendor will provide test results on all existing and new Cat6 cabling.
- k. Vendor will repair or replace any cable that does not meet DPS's Division 27 specs.
- l. Vendor will ensure each cable is labeled correctly using the schools current numbering plan at the jack and patch panel ends.
- m. Vendor will supply DPS with updated as-builds for each camera location within 60 days of each site completion.
- n. Vendor will verify that the camera to be replaced is the correct camera. Using VI and documentation provided by DPS.
- o. Vendor to provide all required mounting hardware, such as screws, anchors, tie wraps, etc.
- p. Vendor shall permanently fasten all the equipment as instructed per DPS, and ensure compliance with all applicable Federal, State and local codes.
- q. No actual camera mounts will need to be removed and replaced.
- r. Vendor will return all removed/replaced cameras to the DPS PM. All cameras to be packaged back in the replacement camera box.
- s. Vendor will be responsible for addressing cameras. Cameras will be provided with current firmware and DPS image applied.
- t. Vendor will patch the camera to the correct switch and switch port provided by DPS.
- u. Vendor will use proper patch cable lengths and routed through the rack properly per DPS Standards. DPS will supply the patch cables.
- v. During the two year warranty period, Vendor will respond to any required service call within 24 hours of request.
- w. Vendor will be responsible for cleaning up the area of the camera replacement upon completion of the work for each installation.
- x. Vendor will be responsible for any interior wall repairs if the newly installed camera does not match up with the old camera footprint. This includes, hole repairs, spackling etc. to make repair ready for paint. DPS will facilitate all painting requirements.
- y. The Vendor will provide a complete list of equipment being delivered and a tracking mechanism to ensure complete delivery.

### 3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

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

|           |  |   |
|-----------|--|---|
| SECTION A | Required Forms                           | Submit from this Request for Proposal the signed and completed Supplier Acknowledgement, <u>page 3</u> , the Code of Conduct and Conflict of Interest Certification, <u>page 20</u> , and Suppliers shall provide a copy of their Certificate of Insurance and W-9. Contract DPS would need to sign for review.   |
| 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.   |
| SECTION C | Pricing                                  | Submit Exhibit A - Price Sheet  |
| SECTION D | Project Schedule and Implementation Plan | Provide a detailed project schedule and implementation plan to meet the Districts deadline of <u>April 30, 2025</u> .   |
| SECTION E | Supplier Profile                         | Provide a Supplier Profile to include, in the following order:<br><br>A. The length of time the Supplier has been in business under the current business name and previous names of the firm, if any.<br>B. An overview of the company (staff size, geographic location, number and nature of the professional staff to be assigned to the District)<br>C. Provide resumes, staff experience, training and relevant certifications for key personnel listed.<br>D. An outline of the Supplier's background and overall qualifications.<br>E. Provide a minimum of three K-12 client references for which you have provided a similar scope/service as requested in this solicitation; including complete email address, addresses, telephone numbers and contact person. Provide any past performance with Denver Public Schools on similar projects.<br>F. List any current litigation, outstanding judgments and liens with which your company is presently involved.<br>G. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work. |
| SECTION F | Redacted Bid Response                    | Provide a <i>separate</i> redacted bid response for CORA requests   |

#### 4. EVALUATION CRITERIA / METHOD OF AWARD

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

| Category   | Points     |
|--|------------|
| <b>Suppliers Compliance with and Responsiveness to the RFP:</b>  | <b>20</b>  |
| • Contract terms and conditions compliant  |            |
| • Description of firm and organization, size and background  |            |
| • Management Summary   |            |
| • Followed specified format requirements, completeness and overall response to RFP                       |            |
| • Submitted required documents   |            |
| <b>Past Performance and References:</b>  | <b>15</b>  |
| • Past performance for similar requirements and systems  |            |
| • Relevant references - School Districts, Municipalities or other industries for compensation experience |            |
| <b>Technical Compliance-Scope of Work and Specification Compliance:</b>                                  | <b>35</b>  |
| • Scope of work compliant  |            |
| • Analysis & evaluation capabilities   |            |
| • Sample reports   |            |
| • Customer service and support   |            |
| <b>Schedule and Project Implementation/Qualifications:</b>   | <b>20</b>  |
| • Implementation of District's timelines and schedule  |            |
| • Project plan and schedule  |            |
| • Qualifications of Proposer: Capable, experienced and financially responsible to complete project       |            |
| <b>Pricing/Value Added Components:</b>   | <b>10</b>  |
| • Pricing per options  |            |
| • Value Adds   |            |
| • Discounts/Incentives   |            |
| <b>Total</b>   | <b>100</b> |

- 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.**

**Please Note: The overall score from Round One is only used to determine the Round 2 participants.**

- b. **Round Two (if necessary):** Will be a conference call 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. Suppliers will be given further information with their invitation to present and the finalist will be determined based upon the ranking scale.

## REQUEST FOR PROPOSAL BD2327

### SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST CERTIFICATION

I, \_\_\_\_\_, certify as an authorized representative of [\_\_\_\_\_], that I have read the District's ethical and purchasing policies, as listed below<sup>1</sup>, 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,<sup>2</sup> or immediate family<sup>3</sup> 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

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<sup>1</sup> BC Board Member Conduct Policy; BCB Board Member Conflict of Interest Policy; DJ Purchasing Policy; DJA Purchasing Authority Policy and regulation; DJB Purchasing Procedures Policy; DJE Bidding Practices Policy; DJG Supplier Relations Policy; DJGA Sales Calls and Demonstrations Policy; DK Stewardship of Funds Policy; GBEA Conflict of Interest Policy; and GEBEC Gifts To and Solicitations by Staff Policy.<sup>2</sup> 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. <sup>3</sup> Immediate family means... spouse, partner in a civil union, children, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA.





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

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

## Letter from the CFO

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

**IntegraReport.com**

DPS Subscriber Code: **DPSK12**

You can also call our automated phone hotline 24 hours a day, seven days a week

**855-858-3344**