



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

Dear Vendor:

Thank you for obtaining this Request for Qualifications on-line.

Denver Public Schools Purchasing Department is not currently using an on-line "Bid Provider", which would track and charge Vendors to obtain our solicitations; therefore, it is the Vendor's responsibility to check our web site periodically to ensure that Addendums have not been issued against them. It is highly recommended that you notify the appropriate Buyer, via email (email address is on the following page), that you have obtained this solicitation.

Your response must be received before the due date and time as specified. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an email or fax response to this Request for Proposal. You are responsible for addressing the envelope as indicated below. If your offer arrives late, whether it was hand delivered or sent by other sources, it will be returned to you unopened. Address the envelope as follows:

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

ATTN: BD1366



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

REQUEST FOR QUALIFICATIONS BD1366
COVER SHEET

Date:	July 15, 2009
Proposal number:	BD1366
Proposal title:	Fundraising
Proposals will be received until:	August 12, 2009 3:00 p.m., local standard time at 900 Grant Street, Room 301.
Goods or services to be delivered to or performed at:	Various Locations
For additional information please contact the buyer:	Lori Zell 720-423-3328
Email Address	lori_zell@dpsk12.org
Documents included in this package:	Request for Qualifications Cover Sheet General Terms and Conditions Special Terms and Conditions Overview Scope of Work and Guidelines Preparation & Submission Requirements Vendor Information Form Diverse Business Certification Form

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 vendor, (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 vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

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 QUALIFICATIONS BD1366

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 "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

II. CONTENTS OF OFFER

- A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
 2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the 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. Vendors 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 Vendor's Offer, it shall be construed that the Vendor'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 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.

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 Vendor 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 Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.
- 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 Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor 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://purchasing.dpsk12.org/bids/default.asp>). Vendors 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 Vendor 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. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

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 Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor'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 Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the RFP number on the outside.
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted.
4. Vendors 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 Vendors' 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 Vendor.

- D. Vendor Information. All Vendors are required to complete the Vendor 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 Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's 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 Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

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 Vendors;
 2. Re-advertise this Solicitation;
 3. Postpone or cancel the process;
 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
 5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.
- B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 5. The Offer has not been executed by the Vendor 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. AWARD OF CONTRACT. The District shall award a contract to a Vendor 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 Vendor'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 Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VII. APPEAL OF AWARD. Vendors 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://purchasing.dpsk12.org/bids/default.asp>, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

VIII. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.
 3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor 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 vendors 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 Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort
- E. 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.

IX. MODIFICATIONS TO EXISTING CONTRACT. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

X. TERMINATION OF CONTRACT

- A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.



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

REQUEST FOR QUALIFICATIONS BD1366

SPECIAL TERMS AND CONDITIONS

SUBMISSION OF OFFERS: An original and four copies of each Offer must be received at the time and place specified in this Solicitation.

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

Distribute Request for Qualifications	July 15, 2009
Deadline for submitting questions	July 31, 2009
Proposal deadline	August 12, 2009
Award contract	September 1, 2009

PURPOSE: The purpose of this Solicitation is to pre-qualify Vendors through the submission of documents which verify that the Vendor meets or exceeds minimum criteria. All Vendors which meet or exceed the criteria established in this Solicitation shall be placed on a Pre-Qualification list to be accessed by District schools and/or departments for the provision of **Fundraising**.

TERM OF CONTRACT: This contract shall commence on September 1, 2009, unless otherwise stipulated on the Notice of Award letter issued by the District. The contract shall remain in effect for twelve months. 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.

OPTION TO RENEW FOR ONE YEAR (MAINTAINING SAME DISCOUNTS): The discounts quoted in this Solicitation shall prevail for a one year period from the effective date of the contract, at which time the District shall have the option to renew the contract for an additional one year period, provided, however, that the Vendor will maintain the same discounts that were awarded during the initial one year contract. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District. Any and all Vendor provisions for automatic contract extensions are hereby declared null and void.

CONFLICT OF INTEREST: No person officially connected with or employed in the District shall be an agent or have a pecuniary or beneficial interest in or receive any compensation or reward of any kind from any vendor for the sale of supplies, material, equipment or services to the District without the express prior written consent of the Board of Education.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the District to award this Contract to the Vendor(s) 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:

- Management Summary
- Vendor Profile
- Quality of products
- Cost of products
- Percentage of net profit

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.

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 five 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.

LOCAL REPRESENTATIVE SHALL BE REQUIRED: Due to the service level required in conjunction with this Solicitation, the Vendor 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.

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.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the District reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the District with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the District.

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the District's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The District's receiving representative has the authority to reject shipments that do not conform to this requirement.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative. All orders shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Lori Zell, Buyer, Purchasing Department, Denver Public Schools, 900 Grant Street, Denver, Colorado 80203, lori_zell@dpsk12.org, fax number 720-423-3348. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer at least ten calendar days prior to the scheduled opening of the Solicitation.

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

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.

SAMPLES OF PRODUCTS MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the District, the Vendors may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the District. If samples are required, the District will notify the Vendor of such and will specify the deadline for submission of the samples. Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, manufacturer's name and brand name, and style number if applicable. All samples shall become the property of the District. The District reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the District shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the District, in the manner described by the District, if this warranty is violated during the term of the contract.

CATALOG SHALL BE SUBMITTED WITH RESPONSE: The Vendor shall submit one copy of its catalogs with the Response. Upon request, the Vendor shall provide additional sets of its catalogs at any time during the contractual period and at no cost to the District.

PRICE LIST SHALL BE FURNISHED WITH RESPONSE: The Vendor shall be required to furnish a price list with its Response. The price list shall provide descriptive literature, technical data and service information for the items offered.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor 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 seven calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the school. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

RECAP OF OFFERS SUBMITTED: Vendors wishing to receive a recap after recommended award of the Solicitation may do so by including an email address in the space provided: _____

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.



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REQUEST FOR QUALIFICATIONS BD1366

SPECIFICATION/SCOPE OF WORK

Section I Overview

- A. The Denver Public Schools serve approximately 73,873 students in a metropolitan area with a population of more than 450,000. The District is comprised of 149 total schools: 76 elementary, 14 K-8, 17 middle, 13 high, 19 charter, 7 alternative and 4 other. The school district covers approximately 200 square miles.

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

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

- B. The purpose of this Solicitation is to pre-qualify Vendors through the submission of documents which verify that the Vendor meets or exceeds minimum criteria. All Vendors which meet or exceed the criteria established in this Solicitation shall be placed on a Pre-Qualification list to be accessed by District schools and/or departments for the provision of **Fundraising**.
- C. It is the intent of the District to award this Contract to the Vendor(s) 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:
- o Management Summary
 - o Vendor Profile
 - o Quality of products
 - o Cost of products
 - o Percentage of net profit

Section II

Scope of Work and Guidelines

The school district must be the primary beneficiary of all fundraising programs associated with this Request for Qualification.

Qualified Vendors are to provide clear, concise written information to the schools. This information must include volume of sales and net profit of the Vendor and the school.

Qualified Vendors must not collect any money prior ("up front") to receipt of fundraising items by the schools.

Prizes to students cannot be cash.

Raffles, spinning a wheel, etc., to award prizes to students are not allowed.

Raffles for fundraising must be licensed by the city and state and are therefore discouraged.

There cannot be a "buy back" fee for unsold merchandise.

Out-of-state fundraising Vendors will not be considered unless the Vendor has 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.

Board of Education policy states "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." The list of pre-qualified fundraising Vendors will be available to schools and departments on the Purchasing Department web site. Principals and department heads will make the determination who will be invited to their school/department for a presentation. Fundraisers who are reported for making uninvited visits to a school or department will be removed immediately and permanently from the list of pre-qualified fundraising Vendors. Pre-qualified Vendors may send brochures, letters, etc., through U.S. Mail, to schools and departments but this information must not include any offer of a free gift, i.e., a free gift if they return a postcard.

Board policy also states "No employee of the District, and no firm owned by an employee or his/her spouse, or any other relative who resides in the same household shall be allowed to sell to the District or to the students of the District goods or services of any kind without express prior written consent of the Board of Education." Denver Public Schools' employees may not be employed by or have ownership in a fundraising company approved to do business with the Denver Public Schools.

Section III
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. The District reserves the right to reject submittals that do not follow the requested format.

An original and three copies of each Offer must be received at the time and place specified in this Solicitation. The original must be clearly identified.

- A. Cover Sheet.** Submit the signed, completed Cover Sheet from this Request for Qualifications.
- B. Management Summary.** Include a management summary which provides an overview of proposed services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.
- C. Vendor Profile.** Provide a Vendor Profile to include:
1. An overview of the company
 2. The length of time the Vendor has been in business
 3. An outline of the Vendor's background and overall qualifications
 4. Resumes of key personnel
 5. Provide a minimum of three client references, including complete addresses and telephone numbers and contact person. Describe the contract for each reference.
- D. Quality of Products.** The Vendor shall submit one copy of its catalog and/or price list with the Response. The submitted material shall provide descriptive literature for the items offered. If the items to be sold are food, the Vendor must provide nutritional information for all products.
- E. Cost of Products .**
1. Submit a current price list for all items you provide.
 2. Submit any other pricing/cost data necessary to carry out the project.
- F. Percentage of Net Profit.** Submit the proposed percentage of net profit.

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 _____

The District has a VISA Procurement Card Program. Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal?

Yes _____
No _____

DENVER PUBLIC SCHOOLS VENDOR 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 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 _____

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.

- | | |
|---|--|
| ☐ Disadvantaged Business Enterprise | ☐ Small Business Enterprise |
| ☐ 8A Certified | ☐ Service Disabled Veteran |
| ☐ Emerging Small Business Enterprise | ☐ Veteran Owned |
| ☐ 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).

- | | |
|---|--|
| ☐ African American | ☐ Native American |
| ☐ Asian American | ☐ 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.