



**RFP 7164 Master’s Program- Des Moines Public Schools Alternative Teaching Contract**

**NOTICE TO BIDDERS**

Des Moines Public Schools will receive sealed proposals for Alternative Teaching Contract Master’s Program until 9:00 a.m. on January 30, 2015. Proposals will be received by the District’s purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Bidders are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org)

**Calendar of Events**

Issuance Date	12/05/14
Inquiries Deadline	12/19/14
Response to Inquiries Posted	1/10/15
Due Date	1/30/15
Tabulation, Review and Submission to Board Approval	2/13/15
Board Approval	4/07/15
Anticipated Award	4/08/15
Negotiations Begin	4/13/15

For a complete set of documents please visit our web site at:

<http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals>

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## I. INTRODUCTION

- A. Des Moines Public Schools (DMPS) is requesting sealed proposals from qualified accredited post-secondary institutions to provide with collaboration with DMPS a Master's Degree Program for cohorts of DMPS Alternative Contract teachers.
- B. There will be a single award through this Request for Proposals.
- C. The first cohort of DMPS Alternative Contract teachers will begin the Master's program January of 2016.
- D. The Master's program will be a two year program for DMPS Alternative Contract teachers.
- E. This will be ongoing with review for reconsideration of joint contract on a yearly basis.

## II. BACKGROUND AND OBJECTIVES

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The Des Moines Public School District has 65 schools, including 38 elementary schools, 11 middle schools, 5 comprehensive high schools, and 10 schools that provide a range of specialized and alternative educational programs. District student enrollment in 2013 was 32,062, demographics for that enrollment were: White 45.0%, Hispanic 23.5%, African American 17.5%, Mixed Race 6.4%, Asian 6.9%, Native American 0.5%, Pacific Islander 0.2%. The District calculates that 68.9% of their students receive free and reduced meals and that 17.4% of the students are English Language Learners while 15.9% of the student population is in Special Education programs.

In order to meet the changing needs of our students, the changing needs of the teaching profession and to recognize that teachers are necessary contributors to our students' and schools' success, the Alternative Teacher Contract was introduced in 2012 in joint cooperation with the Des Moines Education Association. This provides an alternative avenue to support teachers new to the profession in setting and achieving high and consistent expectations professionally for the benefit of our students. The first 3.5 years of the ATC consist of District directed professional development. Beginning the second semester of their fourth year, our ATC teachers will begin coursework towards the Districts joint Master's Degree in Effective Teaching. Currently there are one hundred and seventy-five (175) teachers who have accepted this option. Graduate Instruction is scheduled to begin the spring of 2016.

Further information on Des Moines Public Schools is available at its website: [www.dmschools.org](http://www.dmschools.org).

## III. GENERAL TERMS AND CONDITIONS

### A. General:

1. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the Bidder 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 from the requirements of the District or the compensation to the Bidder. All information regarding this RFP will be posted on the District website @: [www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/](http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/)

## GENERAL TERMS AND CONDITIONS

### A. General:

2. The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa.
3. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
4. Bidders 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 Bid; no matter how slight. If variations are not stated in the Bidder's Proposal, it shall be construed that the Bidder's Proposal fully complies with all conditions identified in this bid.
5. Bidders are advised that the District endorses the participation and utilization of local sourcing in its procurement efforts. Accordingly, bidders residing within the geographic area surrounding Des Moines, IA. will be given a preference at the time of the final evaluation. This policy does not prohibit Bidders who reside outside of the area from participating in this process as long as they can offer comparative value for the required service.

### B. Clarification and Modifications:

1. Where there appears to be variances or conflicts between the General Terms and Conditions and the Scope of Services outlined in this bid solicitation, the Scope of Services shall prevail.
2. The District is seeking the best value for the required service. If during the design of this request for proposal the District failed to mention the level of requested service required it shall be interpreted by the bidder to mean that only the best practices or the highest level of quality are to prevail and their responses should take this into consideration.
3. If any Bidder contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the requirements, the Bidder must submit a written request for clarification to the District's Purchasing Agent by the date designated by the Calendar of Events by email @: [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org).
4. The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Department. A list of all inquiries and responses will be posted online.
5. The District shall issue a written addendum if substantial changes, which impact the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: [www.dmschools.org](http://www.dmschools.org). The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents and the addenda, the addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

### **C. Pricing:**

1. If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the District at any time during the contractual term.
2. Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request
3. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid proposal for the same services, or with the District. The Bidder also certifies their proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### **D. Bid Preparation and Submission:**

1. This document is a Request for Proposal (RFP). It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award
2. The proposal must be typed or legibly printed in ink, on the Form of Proposal supplied; use of pencil or erasable ink is not permitted. The authorized agent of the Bidder must initial all corrections made by the Bidder in ink.
3. Bid proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the proposal, it shall be considered a non-responsive offer and shall not be considered.
4. Proposals should be as thorough and detailed as possible so that DMPS may properly evaluate the Bidder's capabilities to provide the required products and services.
5. Tuition and fees shall be provided by the Bidder on their proposal. Where there is a discrepancy between the tuition and fees and the extension of the tuition and fees, the tuition and fees shall prevail.
6. The Bidder must include all information and supplemental documentation required in conjunction with this proposal. If the Bidder fails to supply any required information or documents, its proposal shall be considered non-responsive and shall not be considered
7. The accuracy of the bid proposal is the sole responsibility of the Bidder. Bidder will not be allowed to make changes to their proposal after the date and time of the bid opening due to error by the Bidder.

**D. Bid Preparation and Submission Continued:**

8. Information packages should not contain promotional or display materials unless specifically required in The Scope of Services section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the RFP must be answered clearly and concisely.
9. This solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and / or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.
10. The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.
11. To facilitate the evaluation of Bidder's proposal, Bidder is to number all pages of its proposal and provide tabs as indicated below.
  - a) **Tab # 1**      **Services:** Address all areas detailed in Scope of Services
  - b) **Tab # 2**      **Qualification:** Complete the vendor qualification statement
  - c) **Tab # 3**      **References:** Provide references as requested
  - d) **Tab # 4**      **Exceptions/Alternatives:** Detail any exception with this request.
  - e) **Tab # 5**      **Form of Proposal:** Complete and sign the Form of Proposal.

**E. Conflicts of Interest:**

1. It shall be understood and agreed that Bid Proposals submitted are offered independently of any other proposals.
2. In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.
3. In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future
4. Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

**F. Modifications or Withdrawals of Bid Proposal:**

1. Proposals 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 bid opening. Each modification submitted to the District's Purchasing Office must have the Bidder's name and return address and the applicable proposal number and title of the bid 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. All requests for bid modifications must be signed by a duly authorized agent of the submitting company.
2. Proposals may be withdrawn prior to the time and date set for the bid openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.

## G. Evaluation of Bid Proposal:

1. The District reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the *best interests of the District*.
2. The District reserves the right to reject proposals or parts thereof for the following reasons:
  - a) The Bidder misstates or conceals any material fact in their Proposal.
  - b) The Bidder's proposal does not strictly conform to the law or requirements of the RFP.
  - c) The bid proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the bid proposal in conjunction with the General Terms and Condition or Scope of Services.
  - d) The bid has not been properly executed by signature of an authorized representative of the Bidder.
3. A proposal 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.
4. A proposal 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, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.
5. A proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such certification.
6. A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the bid opens.
7. The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.
8. The District reserves the right to:
  - a) Reject any and all bid proposals submitted by prospective Bidders.
  - b) Re-advertise this solicitation
  - c) Postpone or cancel the bid process for this solicitation
  - d) Determine the criteria and process whereby proposals are evaluated and awarded.



## H. Selection Process:

1. The following criteria may be used to assist in selecting the successful contractor:
  - a) **Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.
  - b) **Evaluation Process:** The District will rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness; the evaluation criteria will be the sole responsibility of the District.
2. The District reserves the right to select the successful Bidder based upon the original response along with whatever other evaluation methodology the District chooses to pursue, in accordance with the District policy.
3. Preliminary evaluations will be performed by the District's Alternative Contract Master's Program Advisory Committee to determine if all the minimum mandatory requirements have been met. Bidders must be able to demonstrate their ability to perform the required services by completing the Company Qualification Statement (Section V). Failure to meet the minimum mandatory requirements may result in the proposal being rejected.
4. Site visits *may* be required by District selected Bidder(s) to clarify proposals. The District will make every attempt to work with the selected Bidder(s) to schedule a date and time for each presentation agreeable to the bidder(s). Failure to accept the District's invitation for a presentation may be grounds to reject the Bidder's proposal.

## I. Award of Contract:

1. Contract: This acceptance of a proposal is predicated on the total dollar amount to complete the project and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract. If funding is available the Board of Directors for the District shall award a contract to the successful Bidder.
2. The District intends to award this request to one awardee. The District retains the sole right to select the successful Bidder(s) it deems is in its own best interest.
3. At the conclusion of the process the successful Bidders will be asked to execute a service contract, a sample of which can be found at: <http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/>
4. The General Terms and Conditions, The Scope of Services, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder. The successful Bidder will be asked to enter into a contract with the District after the Board's approval at the conclusion of the process.
5. The District shall select the Bidder(s) which, in its opinion, has made the best proposal, (*not necessarily the lowest cost provider*) and shall award the contract to that Bidder(s), which is deemed in the best interest of the District. (See Scope of Services for more details)

**I. Award of Contract Continued:**

6. **Insurance Requirements:** Successful Bidder(s) shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, with an A.M. Best rating of B+ or greater and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District.

The District also requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See exhibit E below).The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this RFP. The coverage shall be written with a limit not less than \$3 million for any one claim, with an aggregate not less than \$3 million for all claims in a policy period. The successful Bidder must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Successful Bidder.

7. **Indemnification:** The successful Bidder(s) shall assume the entire responsibility and liability to indemnify the Des Moines Public Schools, its elected and appointed officials, employees, volunteers and others working on behalf of the District. To the fullest extent permitted by law, the Successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the Successful bidder pursuant to the provisions of this Agreement. The Successful bidder obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

**I. Award of Contract Continued:**

7. **Indemnification:** The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the Successful bidder, its officers, employees, subcontractors, and others affiliated with the Successful bidder, arising out of or in any way connected or associated with any work and/or activities performed by the bidder pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The Successful bidder expressly assumes full responsibility for any and all damages to the District Property arising out of or in any way connected or associated with any work and/or activities performed by the Successful bidder pursuant to the provisions of this proposal including, but not limited to, the activities of the bidder, its officers, employees, subcontractors, and others affiliated with the bidder. The Successful bidder shall ensure that its activities on the District Premises will be performed and supervised by adequately trained and qualified personnel and the bidder will observe, and cause its officers, employees, subcontractors and others affiliated with the bidder to observe all applicable safety rules

**8. Award Requirements**

- a) Successful Bidder(s) shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.
- b) The Bidder 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) All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The successful Bidder shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the successful Bidder 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. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful Bidder shall be permitted to use these substances when performing work on District property.
- d) The successful Bidder(s) shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.
- e) The Bidder(s) will be responsible for the cost of all the equipment, accessories, labor, materials in order to the work as detailed in the Scope of Services
- f) The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

## 9. Payment

- a) To be eligible for payment, all labor, equipment and materials covered under successful Bidders invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. The District reserves the right to utilize a Procurement Card (P-card) for payments.
- b) Any amounts due the District under the terms of this or any other agreement may be applied against successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.
- c) Successful Bidder shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding this contract or any subsequent change orders issued by the Purchasing Department. All other costs are the Bidder's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. Successful Bidders invoices shall provide at a minimum:

Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item

Extended total (unit costs x quantity)

This RFP number and / or the DMPS Purchase Order number

- d) Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty- five (45) calendar days or greater.
- e) Special Educational or Promotional Discounts: Successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

## J. Termination or Cancellation:

1. In order to protect the vested interests the District, and to ensure the efficient utilization of funds, the successful Bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Scope of Services. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District's justification for placing the Bidder's contract on probation status or termination.
2. In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.

**J. Termination or Cancellation Continued:**

3. In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement may be subject to arbitration.
4. With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
5. Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give one academic years notice of conditions endangering performance based upon the contracted scope of work and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.
6. In the event the filing of a Petition in Bankruptcy by or against the successful Bidder, the District shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.
7. If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 20 days written notice documenting the lack of funding.

**K. Severability:**

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**L. Bribery, Corruption and Gifts:**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

**M. Disclosure of Information Content:**

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. The District's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Bid as confidential will be deemed non-responsive and disqualify the Bidder's proposal.

**N. Disposition of Information Packages:**

All Proposals become the property of the District and will not be returned to the Bidder at the conclusion of the selection process; the contents of all Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

**O. Audit or Examination of Contract:**

Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract.

**P. Copyrights:**

By submitting a Bid, the Bidder agrees that the District may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the Proposals.

**Q. Release of Claims:**

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Bidder with pertinent information as intended by this bid request



#### IV. SCOPE OF SERVICES

##### A. Credit Hours and Program Timeline:

1. The post-secondary institution will jointly with Des Moines Public Schools (DMPS) determine the number of credit hours for completion of the program.
2. This is not to exceed 36 hours.
3. This is not to exceed two years on a part-time enrollment basis. Summer courses are to be offered in support of this timeline.
4. Accommodations will be made for those who experience life-altering experiences during their enrollment within the Master's Program.
5. Consideration is to be made of credit awarded through approved AEA offered courses.
6. Based upon continued development of the DMPS ATC PD in years 1-3, three hours of graduate credit may be offered based upon negotiations with the selected post-secondary Institution.
7. Consideration is to be made of post-secondary credit previously awarded from accredited post-secondary institutions.
8. Academic records and graduate student information are to be housed and maintained by the selected post-secondary institution.

##### B. Delivery:

1. This is to be a cohort model for the DMPS Alternative Teachers Contract (ATC) Master's Program.
  - a) If DMPS employee who are not a part of the ATC program self-select to be a part of the ATC Master's program, they are to receive the same tuition pricing as those enrolled as ATC graduate students.
2. There will be a joint partnership between the selected post-secondary institution and DMPS in the determination and delivery of courses and content.
  - a) Fifty percent (50%) of all course work instruction is to be conducted by DMPS faculty.
    - i. This may include the post-secondary institution assigning a "Professor of Record" with DMPS faculty providing the delivery of the content with a rotation of instructors based upon specialization and field of focus.
    - ii. The selected post-secondary institutions will collaboratively with DMPS develop the ATC Master's Program DMPS Faculty job description, requirements, and application.

## B. Delivery Continued:

- iii. The selected post-secondary institution will collaboratively work with DMPS to screen, interview, and hire DMPS faculty applicants for the DMPS ATC Master's program.
  - iv. The pay structure will be determined during negotiations with the selected post-secondary institution.
  - v. The DMPS faculty pay structure will be outlined within the selected post-secondary institutions contract with DMPS ATC Master's Program faculty member.
  - vi. The payroll of DMPS ATC Master's Program faculty members will be the responsibility of the selected post-secondary institution.
  - vii. Attendance of assigned courses the DMPS ATC Master's Program faculty are assigned to teach will be monitored and reviewed by the selected post-secondary institution.
  - viii. Arrangements for and notification of class sessions in which the DMPS ATC Master's Program faculty member has reported that they will be absent will be facilitated by the selected post-secondary institution.
  - ix. If DMPS is unable to fulfill the 50% requirement of faculty members for the DMPS ATC Master's Program, the selected post-secondary institution will provide the needed staff to fulfill this need.
- b) Fifty percent (50%) of all course work is to be held on DMPS premises.
- i. Logistical requirements and technical support will be outlined, established, and verified by the selected post-secondary institution.
  - ii. Locations will be established, scheduled, and verified by DMPS based upon the outlined and established requirements and support provided by the post-secondary institution.
  - iii. Off DMPS site locations will be established, scheduled, and verified by the selected post-secondary institution.
- c) Courses are to be available after teacher contract hours, weekends, and during summer sessions.
- d) The course calendar is to align to the DMPS calendar in regard to winter and spring breaks.
3. The selected post-secondary institution will ensure that all ADA policies and requirements are met.
4. The delivery of the Master's Program is to allow for blended learning: both site based and online delivery are to allow for various methods of quality interaction with the curriculum.



## **B. Delivery Continued:**

5. The ratio of online and face-to-face instructional delivery will be established during contract negotiations with the selected post-secondary institution.
6. The selected post-secondary institution is to provide the platform support for online coursework.
7. The selected post-secondary institution will provide technical training and support to both the students and selected staff members.
8. Expense and financials for this training are to be outlined within the proposal and will be determined during contract negotiations with the selected post-secondary institution.
9. Arrangements and logistical needs for technical training in relation to technology platforms will be made by the selected post-secondary institution. This is to be completed prior to the first cohort of ATC graduate students beginning the Master's program in January 2016.
10. The selected post-secondary institution will have measures in place to ensure validity and credibility of the courses offered online. This is to include the review of syllabi and alignment of curriculum to action research and case studies of the graduate work.
11. The selected post-secondary institution will have measures in place to ensure validity and credibility of the student work submitted online.
12. Online courses are to embed peer collaboration and a peer review process. This is to be aligned with state of Iowa peer review requirements.
13. Face-to-face delivery is to incorporate job embedded opportunities and on-site observation of applied learning in order to provide specific feedback to the graduate students concerning their instructional practice and student engagement/achievement.
14. If the selected post-secondary institution is located more than a 30 mile radius outside of the Des Moines metro, attendance at the site location of the selected post-secondary institution will not be mandatory for completion of the Master's program.
15. Participation in sessions that host nationally recognized field experts will also be open for the registration of DMPS employees who are not a part of the ATC Master's program.

## **C. Curriculum:**

1. Sequence of the courses is to be determined collaboratively by DMPS and the selected post-secondary institution.
  - a) This is to be clearly articulated to each cohort of DMPS ATC graduate students at the beginning of their program.
2. The coursework will demonstrate alignment with DMPS Alternative Contract professional development as well as DMPS professional development focus areas based upon student and District needs assessment data.

### C. Curriculum Continued:

3. A needs assessment will be completed by the selected post-secondary institution in order to assure alignment in content to the needs of DMPS.
  - a) Data from the needs assessment will be evaluated by the selected post-secondary institution and a DMPS committee made up of identified stakeholders, in order to ensure course offerings and District Alternative Contract PD are aligned and meeting the needs indicated.
4. This will be conducted on an annual basis prior to the entry of each new cohort of DMPS ATC graduate students.
5. Known areas to be addressed through the approved courses include, but is not limited to:
  - a) Foundations course: Purpose of the DMPS Alternative Contract and urban education
  - b) The data indicated needs and future needs of the district
  - c) The role of ATC participants in meeting the needs of our students and community
  - d) Technology to engage students
  - e) Content specific strategies and/or endorsement in areas of high need
  - f) Classroom Management
  - g) Student engagement
  - h) Standards Referenced Grading
  - i) Performance Based Assessments
  - j) Problem Based Learning
  - k) Assessment Literacy
  - l) Utilizing data to guide/modify instruction
  - m) Response to Intervention
  - n) Providing and utilizing constructive feedback
  - o) Gradual Release of Instruction
  - p) Trauma Informed Care Adverse Childhood Experiences (ACES)
  - q) Peer Collaborative Feedback
  - r) Cultural Proficiency

**C. Curriculum Continued:**

- s) Language Acquisition and Serving English Language Learners
  - t) Grit/Resilience and the challenges of poverty
  - u) Facilitating and Meeting Adult Learning Styles and Needs
  - v) National Board Certification
6. Opportunities for action research are to be made available.
  7. Outcomes and findings from the action research are to be submitted to DMPS in order to monitor and improve district and school wide goals, programs, and delivery to our students.
  8. Per seven above, this will be utilized to monitor the effectiveness of the Alternative Contract Master's Program; District administration will be consulted during the proposal and development of the thesis or capstone projects.
  9. Syllabi will be formatted and written collaboratively by members of the selected post-secondary institution and DMPS.
  10. Job embedded and peer review opportunities are to be incorporated within the Master's curriculum framework.
  11. Capstone requirements will be established jointly with DMPS in order to ensure direct field application.

**D. Certification:**

1. Consideration is to be made for optional areas of Master's program endorsement and certification. This includes, but is not limited to:
  - a) Content Specific areas of high need for qualified teachers (Math, Science, ELL, GT, Reading endorsement, and SPED.)
  - b) Culture Specific: Urban Schools, At Risk, Cultural Proficiency, and Community Outreach/Engagement)
  - c) National Board Certification
2. Communication and application for approval by the State Board of Educational Examiners is to be completed by the selected post-secondary institution.

**E. Communication:**

1. A clear channel and system of communication is to be established between the selected post-secondary institution and DMPS through the establishment of joint committees in order to review course offerings, financial information, enrollments, logistical issues, joint marketing efforts, as well as additional areas to be defined during contract negotiations.

**E. Communication Continued:**

- a) This will include established dates and times on a quarterly basis.
  - b) If the selected post-secondary institution is located outside of the state of Iowa, format and structure of the established joint committee sessions will be determined during contract negotiations.
2. Proposed changes in course alignment, offerings, and outcomes will be determined collaboratively with DMPS and the post-secondary institution in order to ensure a continued collaborative process and timely communication with all stakeholders.
  3. Outcomes and findings from the action research is to be submitted to DMPS in order to monitor and improve district and school wide goals, programs, and delivery to our students. This will be utilized to monitor the effectiveness of the Alternative Contract Master's Program. (Section V. g.)
  4. Oversight and assurance that joint collaboration in the outlined contracted areas is occurring with fidelity will be overseen by an established Director within the selected post-secondary institution and DMPS.

**F. Registration:**

1. Initial contact with DMPS ATC teachers will be made during the second semester of their third year of the DMPS ATC program by the selection post-secondary institution in order to ensure that all application materials are completed and the advisement process can begin.
  - a) A checklist of items required is to be provided by the selected post-secondary institution.
2. Courses will be registered for through the process outlined by the post-secondary institution.
3. If an ATC teacher does not meet the registration requirements for the selected post-secondary institution, the selected post-secondary institution is to establish a probationary period for the ATC Master's program student so that they can register and engage in the coursework with their cohort of fellow ATC teachers.

**G. Advisement:**

1. Master's coursework will be outlined and verified in registration and successful completion reviewed by an appointed advisor for the DMPS ATC Master's Program who is appointed by the selected post-secondary institution.
2. The selected post-secondary advisor will on at least a semester basis conference with the DMPS ATC Master's program student. During this time at minimum, progress within the ATC Master's program will be evaluated and the next level of course recommendations will be addressed.

### **G. Advisement Continued:**

3. Contract negotiations with the selected post-secondary institution will outline the recourse of actions should a DMPS ATC Master's program graduate student receive a grade below the stated grade allowed to be considered in good standing within the Master's program. This will include, but is not limited to, retaking of the required course, placement on probationary status with the selected post-secondary institution, and a halt in DMPS funding for tuition until the ATC Master's program student is documented as in good standing with the selected post-secondary institution.
4. If "life interruptions" occur during the enrollment of a DMPS ATC Master's program student, the selected post-secondary institution will work in conjunction with DMPS and the Master's program student in a plan to allow for re-entry in the ATC Master's program within a defined period of time.
5. "Life Interruptions" include and are not limited to death of an immediate family member, diagnosed prolonged illness, onset of a diagnosed disability, and birth or addition of an immediate family member. Family Medical Leave laws apply.
6. Should a DMPS ATC Master's program student be placed on probationary status by the selected post-secondary institution, it is the responsibility of the selected post-secondary institution to notify the appointed contact with DMPS and the DMPS financial office.

### **H. Evaluation:**

1. The selected post-secondary institution will evaluate all DMPS ATC Master's Program faculty members.
  - a) The utilization of rubrics and content outlining the expectations will for DMPS ATC Master's program staff members will be addressed during contract negotiation with the selected post-secondary institution.
  - b) If the DMPS ATC Master's Program faculty member fails to meet the standards and criteria outlined, next steps in regard to employment as a faculty member of the DMPS ATC Master's Degree program will be addressed by the selected post-secondary institution.
  - c) DMPS will be notified by the selected post-secondary institution if changes are made in the placement or status of DMPS ATC Master's Program faculty.
  - d) If a DMPS ATC Master's Program faculty member chooses to sever their employment with the selected post-secondary institution, this is to be done within the timeline and process established by the selected post-secondary institution.
  - e) Employment or the severance of employment of a DMPS faculty member with the selected post-secondary institution will not be reflected or impact their employment status with DMPS.
2. Student coursework and participation is to be evaluated by guidelines set by the selected post-secondary institutions accreditation standards.

## H. Evaluation Continued:

- a) This will be communicated during the contract negotiations with the selected post-secondary institution.
  - b) Due to that tuition is being financed by DMPS, the selected post-secondary institution is to communicate with DMPS should a student's academic status change to "probationary" or inactive.
    - i. Contract negotiations will outline the recourse of actions should a DMPS ATC Master's Program student receive a grade below the stated grade allowed to be considered in good standing within the Master's program.
    - ii. This will include, but is not limited to:
      - a. Retaking of the required course
      - b. Placement on probationary status with the selected post-secondary institution
      - c. And/or a halt in DMPS funding for tuition until the ATC Master's program student is documented as in good standing with the selected post-secondary institution.
  - c) Contract negotiations will include that should a DMPS ATC Master's Program graduate student not complete the Master's program within the stated time allotted for completion, DMPS will halt in financing of the stated graduate students Master's program.
  - d) This will not affect the DMPS ATC Master's Program student's employment with DMPS.
3. The DMPS ATC Master's Program teacher will be responsible for reporting completion of the program for movement in the payroll steps.
  4. DMPS ATC Master's Program evaluation will be conducted by the selected post-secondary institution with additional review by selected DMPS staff members to ensure contracted items, curriculum standards, and identified assessed District needs are being met.

A rubric for measurement of these identified areas will be created by the selected post-secondary institution to ensure accreditation standards are met and reviewed by selected DMPS staff members in order to ensure alignment to the stated goals and objectives of the DMPS ATC Master's program are being met in addition for communication to stakeholders.

5. If the data indicates the need to for the development of new courses or curriculum, this will be vetted through the process outlined to continue to meet accreditation by the selected post-secondary institution.

## **I. Financials:**

1. Proposed tuition costs are to be outlined in the submitted formal proposals and may be collaboratively negotiated based upon faculty, location, and mode of delivery. The District reserves the right to negotiate fee's based upon faculty, location, and mode of delivery.
2. The tuition costs submitted are to outline the itemized costs that are included within the tuition as well as any additional costs and fees that will be incurred per semester and over the course of the Master's program.
3. Tuition is to be directly billed to DMPS itemized by student enrolled in the DMPS ATC Master's program and a procurement card (P-card) may be utilized for payment.
4. Potential additional costs that will be incurred during the process of development and startup of the DMPS ATC Master's Program are to be outlined within the submitted proposal to then be included in negotiations with the selected post-secondary institution.
5. Fee and tuition payments are to be overseen by one directed point of contact for the post-secondary office and DMPS Financial Office. Please indicate the person of contact.
  - a) An internal audit may be required on a yearly basis as determined in contract negotiations with the selected post-secondary institution.
  - b) If errors are found in the accounting of either DMPS or the selected post-secondary school, rectification will need to be made in a timely manner.

## **J. Timeline:**

1. A proposed timeline, including but not limited to the following is to be included within submitted proposal.
  - a) Joint development of the action plan
  - b) Course alignment
  - c) Curriculum development
  - d) Certifications
  - e) Recruitment, selection, and hiring of DMPS faculty
  - f) Registration and Advisement of DMPS ATC Master's program students
  - g) Logistics
  - h) Financial Agreements
  - i) Program Evaluation

**J. Timeline Continued:**

2. Proposed roles if different and/or in addition to those included within this RFP are to be outlined within the submitted proposal.
3. Proposed outline of departmental contacts with responsibilities to ensure streamlined and timely communication with DMPS are to be included within the submitted proposal.

**V. Constraints:**

- A. Bidders are expected to be knowledgeable about the services, facility use, and scheduling constraints. Bidders are expected to determine the appropriate technology and structures needed to deliver the Master's program within DMPS sites. In addition they are expected to meet and work around the DMPS established calendars. The DMPS calendar can be found at: <http://www.dmschools.org/about/district-calendars/>
- B. It will be the Bidders responsibility to be aware of non-scheduled closings due to inclement weather or other causes. No claim of ignorance can be claimed.
- C. Any proposed software, digital media, on-line service, or other product that requires installation in, or interface with, the DMPS technology infrastructure must be evaluated by the DMPS Technology Department and confirmed as providing no risk to the infrastructure. Any cost of installation, connection, interface, access, etc. with the DMPS infrastructure must be cleared defined and included in the proposal pricing.
- D. No claim of ignorance can be claimed.

**VI. Inquiries:**

- A. All questions concerning this RFP must be submitted by no later than Friday, December 19, 2014. Direct all questions via email to [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org). This is to include the RFP number, page, and paragraph number for each question.
- B. All responses to inquiries will be posted online.

**VII. Method of Source Selection**

- A. DMPS is using the Competitive Sealed Proposals method of source selection, for the final selection.
- B. Evaluation criteria will be the sole responsibility of the District.
- C. DMPS reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the best interest of the District to the most responsive and responsible bidder whose proposal is the most advantageous to the District.
- D. DMPS may, as it deems necessary, conduct discussions with Bidder(s) for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.



**VII. Method of Source Selection Continued:**

- E. DMPS reserves the right to negotiate contract terms and conditions as well as costs and expenditures entailed with the most qualified firm to provide the requested partnership. If a mutually beneficial agreement with the highest ranked post-secondary institution is not reached, DMPS reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until an agreement is reached.

**VIII. Post-Proposal Conference:**

A post proposal presentation may be requested of selected top 2 -3 post-secondary institutions in order to assist in the final selection process.

**IX. Timeline:**

The following projected timetable should be used as a working guide for planning purposes. DMPS reserves the right to adjust this timetable as required during the course of the RFP process.

<b>Event</b>	<b>Date</b>
RFP issued	12/5/2014
Deadline for submittal of questions	12/19/2014
Responses to inquires posted online	1/10/2015
Proposals due	1/30/2015
School Board awards contract	4/7/2015

**X. Minimum (general criteria) to be determined “Responsive”**

- A. Does the proposal include all required information, including completed attached forms and affidavits?
- B. Was the proposal delivered on or before the stated deadline?
- C. Was it marked/labeled per the instructions?
- D. Did it include the requisite number of copies (hard & electronic)?
- E. Does the bidder take significant exceptions to the DMPS standard contract terms?

**XI. Minimum (general criteria) to be determined “Responsible”**

- A. Does the Bidder demonstrate an understanding of DMPS’s needs and proposed approach to the Master’s program to be delivered?
- B. Does the Bidder possess the ability, capacity, skill, and financial resources to provide the service?
- C. Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely fashion?
- D. Does the Bidder have character, integrity, reputation, judgment, experience, and efficiency required for the project?
- E. Does the Bidder propose to perform and collaborate in the work at a fair and reasonable cost?

**XII. DMPS Right to Inspect**

- A. DMPS shall have the right to inspect any facility or project site where the services performed under the resultant contract are to be performed.
- B. DMPS shall have the right to inspect the delivery of the proposed service.

**XIII. Proposal Deposition**

- A. All materials submitted in response to this bid shall become property of Des Moines Public Schools and will become public record at the completion of the process. The District will not be responsible or liable in any way for any losses the Bidder may suffer from disclosure of information or materials to third parties. The District suggests that all Bidders become familiarized with the Iowa Open Records law, chapter 22 of the Iowa Code.

**XIV. Instructions for Proposal**

- A. **Compliance with the RFP** Proposals must be in compliance with this Request for Proposals. Failure to comply with stated provisions of the RFP may result in disqualification.
- B. **Contact Information** Bidder must complete and submit Attachment (B) (Contact Information) with the proposal. The information provided on Attachment (B) will be used to notify the bidder of the RFP Amendments, need for clarifying information, etc.
- C. **Debarment or Suspension** Bidder or Proposer cannot be in Debarment or Suspension with Local, State, or Federal entities.
- D. **Acknowledgement of Insurance Requirements** By submitting a proposal, Bidder acknowledges that it has read and understands the insurance requirements for the proposal. Bidder also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, DMPS may rescind its acceptance of the Bidder's proposal.
- E. **Delivery of Proposals**

All proposals are to be delivered on or before (time) (date) to:

**Des Moines Public Schools  
Purchasing Department  
Attn: Mark Mattiussi  
1915 Prospect Road Suite 1200  
Des Moines, Iowa 50309**

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***DMPS WILL NOT accept any proposals received after the date and time shown above, or delivered to a location other than the one listed above. Late or incorrectly delivered proposals will be returned at the Bidder's expense or destroyed after 30 days.***

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#### **XIV. Instructions for Proposals Continued:**

1. Bidder's must **submit one (1) original**, and **1 exact duplicate**, numbered copies of the proposal response and **one (1)** electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive.
2. List the RFP Number on the outside of the box or envelope and note, RFP7164 enclosed.
3. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Any manual corrections to the proposal must be initialed. Respondents are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirement that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
4. Proposals will be available for public review at the conclusion of the selection process and open for inspection by interested parties. '
5. Unless by specific invitation, evaluation committee members, school board member and school board personnel (except the Purchasing Representative) are not to be contacted prior to the Board of Education's decision to approve or reject the recommendation presented to it by the evaluation committee. Failure to comply with this requirement may be grounds for disqualification. Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of posting of the Request for Proposals and continue through and include the date the Board of Education makes its determination to approve or reject the final recommendations.

#### **F. Evaluation of Proposals**

Proposals will be evaluated on the criteria established by the District's Administration and staff. The District retains the sole right to develop the evaluation criteria.

#### **G. Ambiguity, Conflict, or Other Errors in the RFP**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it must immediately notify DMPS Purchasing Department of such error in writing and request modification or clarification of the document. The Purchasing Department will make appropriate modifications by issuing a written amendment to the RFP and will post the addenda online. Failure of Bidder to notify DMPS of any ambiguities, conflicts, discrepancies, omissions, or other errors in the RFP, prior to submitting the proposal, shall be a waiver of the same and render them not subject to later protest by the Bidder.

#### **H. Proposals and Presentation Costs**

DMPS will not be liable in any way for any costs incurred by any Bidder in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

#### **I. Acceptance and Rejection of Proposals**

The Proposal and all conditions herein must remain valid for a period of not less than ninety (90) days to allow for evaluation and award. The District reserves the following rights and options:

1. To reject any and all proposals that fail to meet the literal and exact requirements of the specifications provided in this bid document.
2. To accept the proposal that is, in the judgment of the District, in the best interest of the District.
3. To reject any and all non-responsive proposals.
4. To waive irregularities in any proposal as the District may elect to waive.
5. To reject all proposals without cause.

**I. Acceptance and Rejection of Proposals**

6. To issue subsequent requests for new proposals.
7. To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another Bidder.

**J. Requests for Clarification of Proposals**

The District or its representative reserves the right at any time to request clarification form any or all bidders submitting a proposal in writing (or email).

**K. Validity of Proposals**

All proposals must be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

**XV. Attachments:**

- A.** Attachment A: Affidavits
- B.** Attachment B: Contact Information
- C.** Attachment C: Certification Regarding Debarment or Suspension
- D.** Attachment D: Contract Standard Terms and Conditions