



# Request for Proposal

## Family English Literacy: 2-Gen & Flexible Parent Centric Options B2707

To be considered, proposals must be received prior to the proposal deadline, late proposals will not be accepted.

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with Aurora Public Schools (APS) personnel related to this solicitation is permitted, except as authorized by the Purchasing Manager. **Inquiries regarding this solicitation must be submitted, by email to Elaine Grimmert, at [egrimmert2@aurorak12.org](mailto:egrimmert2@aurorak12.org).**

**RETURN TO:**  
  
**BidNet - B2707  
Elaine Grimmert  
Aurora Public Schools**

### RFP SCHEDULE OF ACTIVITIES (subject to change)

EVENT	DATE
Issuance of RFP	Monday, June 22, 2026
Questions Deadline via BidNET	Monday, July 6, 2026 at 10:00 am MST
<b>Proposal Deadline</b>	<b>Monday, July 20, 2026 at 10:00 am MST</b>
Evaluation of Proposals	July - August 2026
Round 2 - <b>Presentations If Needed</b>	TBD
Selection of Proposals - Intent to Award	August
Board of Education Approval: <i>(if needed)</i>	August 18, 2026
Contract Negotiation of Contract - Final Award	August - September 2026

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If any of the Documents listed above are missing from this package, please contact the Purchasing official, [Elaine Grimmett](mailto:egrимmett2@aurorak12.org) at [egrимmett2@aurorak12.org](mailto:egrимmett2@aurorak12.org).

**REQUEST FOR PROPOSAL B27207**  
**SECTION I: VENDOR ACKNOWLEDGEMENT**

Does your offer comply with all the terms and conditions? If no, indicate exceptions Yes \_\_\_\_\_  
No \_\_\_\_\_

Does your offer meet or exceed all specifications? If no, indicate exceptions Yes \_\_\_\_\_  
No \_\_\_\_\_

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified. Yes \_\_\_\_\_  
No \_\_\_\_\_

State percentage of prompt payment discount, if offered. \_\_\_\_\_%

Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal? Yes \_\_\_\_\_  
No \_\_\_\_\_

Will the Vendor have access to or collect any student data? Yes \_\_\_\_\_  
No \_\_\_\_\_

If a redacted version of your proposal is not received, we will share your master response in the event of a CORA Request. By signing this acknowledgment, you are confirming that you understand.

The undersigned hereby affirms that (1) they are a duly authorized agent of the Vendor, (2) they have read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in their 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 and (5) **Vendor must acknowledge any and all addendum(a) below by initialing each box for the number of addenda received.** (6) Section V. Code of Conduct and Conflict of Interest Certification shall be signed and returned with the Offer. (7) they comply specifically with the debarment and lobbying clauses Under Section II.

Name of Company: \_\_\_\_\_ Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Authorized Representative's Signature:** \_\_\_\_\_

(Offers must contain signature of an authorized agent of the Vendor)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Addendum(s) Acknowledged	1	2	3	4	5	6	7	8	9	10	11
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**REQUEST FOR PROPOSAL B2707**  
**SECTION II: GENERAL TERMS AND CONDITIONS**

**1. APPLICABILITY.** These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers", "Proposals" or "Responses") made to the Adams-Arapahoe School District 28J (Aurora Public Schools, hereinafter referred to as "District") by all prospective vendors (hereinafter referred to as "Vendors" or "Contractors") in response, but not limited, to Invitations for Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

**2. 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 local, state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
- 3) Submission of an Offer is deemed as acceptance of all terms, conditions and specifications contained in the District's Solicitations. Any proposed modification must be accepted in writing by the District prior to award of the Contract or Purchase Order.
- 4) The District reserves the right to reject any and all Offers or any part thereof, to waive any irregularities or informalities, and to award the Solicitation to the Vendor as deemed in the best interest of the District.
- 5) All Offers and other materials submitted in response to this Solicitation shall become the property of the District.
- 6) The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."
- 7) The Vendor certifies, to the best of its knowledge and belief that:
  - No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification thereof.
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the individuals listed above in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - The Vendor shall require that the language of this certification and disclosure requirement be included in all subawards and contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly. no federal appropriated, or any other funds have been or will be paid on behalf of the Vendor, to any person for influencing the award of a Federal contract, grant, loan or cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 8) The Vendor is required to carry the insurance [linked here](#).

**B. Open Records – Disclosure of Information to the District.** The Vendor understands that all material provided or produced by the Vendor in response to this Solicitation may be subject to the Colorado Open Records Act (“CORA”), C.R.S. § 24-72-201, et seq. (2006). Proposals will however, remain confidential during the submission and negotiation period, until a contract(s) is fully executed. 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.

**C. Clarification and Modifications in Terms and Conditions**

- 1) Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Specifications outlined in this Solicitation, the Specifications then the Special Terms and Conditions will prevail.
- 2) If any 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** (either via email or BidNet as determined on the Question Deadline on the RFP Schedule of Activities on page 1) for clarification to the District's Contact person as stated in the Special Terms and Conditions.

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

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Aurora Public Schools utilizes Rocky Mountain E-Purchasing System (RMEPS/BidNet) at <https://www.bidnetdirect.com/colorado> to distribute official copies of the Solicitations, and any addenda for use in preparing Offers. Vendors are responsible for checking BidNet to retrieve any addendum (a). Vendor shall certify its acknowledgment of the addendum (a) on the Vendor Acknowledgement Form and return it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**D. Prices Contained in Offer--Discounts, Taxes, Collusion**

- 1) 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.
- 4) All costs incurred in preparing a proposal shall be the responsibility of Vendors.

**3. PREPARATION AND SUBMISSION OF OFFER**

**A. Preparation**

- 1) The Offer must be typed or legibly printed in ink. All corrections made by the Vendor must be initialed by the authorized agent of the Vendor.
- 2) Offers must contain a signature of an authorized agent of the Vendor in the space provided on the Solicitation Vendor Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original acknowledgement form of the Solicitation, its Offer shall be invalid and shall not be considered.**
- 3) Unit prices shall be provided by the 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 Specifications 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.
- 6) The proposal shall be formatted based on the requirements listed in Section IV and shall be labeled/numbered and combined into one single file.

#### B. Submission

- 1) **In person submittals will not be accepted.** Proposals must be uploaded and submitted through Rocky Mountain E Purchasing (BidNet) by or before the due date and time. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.
- 2) In the event that there is a CORA request the District asks that each Vendor submit one (1) separate redacted version of their proposal. Be sure to clearly mark each proposal file as "Master" or "Redacted". All redacted documents should be clearly marked as "Confidential", "Proprietary", "Privileged", etc. as appropriate and include a short statement explaining the basis why the records should be exempted from disclosure under CORA. The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
- 3) Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the 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 by the District. No other form shall be accepted.
- 5) Offers submitted via facsimile machines or email will not be accepted.

C. **Late Offers.** Offers received after the date and time set for the opening shall be considered non-responsive.

#### 4. MODIFICATION OR WITHDRAWAL OF OFFERS

A. BidNet allows users to modify Offers prior to the time and date set for the Offers to be opened.

#### B. Withdrawal of Offers

- 1) Offers may be withdrawn prior to the time and date set for the opening. On BidNet, users may withdraw their Offer up until the deadline.
- 2) In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Such requests must be made in writing on company letterhead. If an Offer is withdrawn by the 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.

#### 5. REJECTION OF OFFERS

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

- 1) Reject any and all, or parts of any or all, Offers submitted by prospective 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 Vendor or challenger as a result of these determinations or decisions by the District.

**B. Rejection of a Particular Offer.** The District may, at its sole and absolute discretion, reject an Offer under any of the following conditions:

- 1) The 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;
- 5) The Offer has not been executed by the Vendor through an authorized signature on the Specifications Vendor Acknowledgement.

**C. Elimination From Consideration**

- 1) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
- 2) An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to faithfully perform any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 3) An Offer may not be accepted from, nor any contract awarded to, any person related to any District employee and such a relationship would create a material financial interest or result in the violation of APS Board Policy GBEA by either Vendor or the District employee.

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

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

**7. AWARD OF CONTRACT.** The District shall award a contract to a Vendor through the issuance of a Formal Award, Contract or Purchase Order. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Contract or Purchase Order are collectively an integral part of the contract between the Adams-Arapahoe School District 28J and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

8. **APPEAL OF AWARD.** Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Executive Director of Finance within 72 hours after the Intent to award is posted on BidNet, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected Vendor.
9. **NEGOTIATIONS.** The District reserves the right to conduct negotiations with Vendors and to accept revisions of any or all of the contents of the proposal(s). During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors in response to CORA requests. Once an award is made and contract is executed, the solicitation file and the proposals contained therein are in the public record.

## 10. 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, codes 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). If applicable, material safety data sheets must be sent with the proposal.
- 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 Tobacco-Free Schools (ADC) and Drug and Alcohol Free Workplace (GBEC) policies, no employee of the Vendor shall be permitted to use tobacco, drugs, alcohol, marijuana products, or any controlled substances 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.
  - 5) **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. A Colorado Bureau of Investigation criminal history check and Name Check investigation for any person providing services under this Contract do not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Contract shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.
    - a. Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or

convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Contract and may result in the immediate termination of this Contract and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Contract. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, the Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

- E. Delivery.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the 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
- F. 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, the Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- G. Governing Law.** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the State of Colorado. The laws of the state of Colorado shall govern the transaction.
- H. Infringement Claims.** The respondent shall defend all suits or claims for infringement of any alleged patent rights, copyright or trade secrets arising under this agreement and shall indemnify the District from loss on account thereof and shall pay any judgments or fees resulting there from, including, but not limited to, royalties, license fees and attorneys' fees.

## 11. 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 to the existing contract must be expressed in writing through an Amendment to the contract and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

## 12. 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.
- C.** Any and all obligations of the District under this agreement are subject to annual budgeting and appropriation by the District.

## 13. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD

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

#### 14. FORCE MAJEURE

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

**REQUEST FOR PROPOSAL B2707**  
**SECTION III: SPECIAL TERMS AND CONDITIONS**

1. **PURPOSE:** Aurora Public Schools (APS) seeks a qualified provider to design and implement a comprehensive, evidence-based Title I Family Literacy Program in various APS school sites. The selected provider will deliver integrated services that build families' capacity to support learning at home, improve adult literacy and English language proficiency, and promote school readiness and academic growth for children. The program must center culturally and linguistically responsive practices, prioritize equitable access for historically underserved families, and align with federal Title I requirements and APS priorities.
2. **TERM OF CONTRACT:** Initial Term of the contract will be September 1, 2026 through August 31, 2027 with the option to renew for up to four (4) additional one year periods.
3. **OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT):** The prices or discounts quoted in this Solicitation shall prevail for a one-year period from the effective date of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods. This option is a District prerogative and not a right of the Supplier and will be exercised only when such continuation is clearly in the best interest of the District. The optional renewal periods shall not exceed four years. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Supplier of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Supplier by the manufacturer or supplier. The Supplier shall notify the District of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Supplier and/or to terminate the contract with the Supplier based on such price adjustments.
4. **CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Elaine Grimmett at [egrimm2@aurorak12.org](mailto:egrimm2@aurorak12.org) or 303-326-1988 Ext 28986. Unauthorized contact with a District employee other than the Procurement Agent regarding this RFP may result in disqualification.
5. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via BidNet. The Vendor submitting the question shall be responsible for ensuring that the question is received by the Procurement Agent on BidNet by the question deadline stated on the cover page of this solicitation.

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

6. **METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the District to award this Contract to the Supplier who receives the highest score when the Responses submitted by interested Suppliers are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria: See page 17.

If needed, the District will invite a limited number of vendors who received the highest scores during round 1 evaluations to provide an oral presentation. The number of vendors who may be invited to provide an oral presentation will be determined by the Evaluation Committee after the written responses have been scored. If a round two is needed, scoring will be based on a rating scale.

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

The District reserves the right to make multiple awards from this process. The District further reserves the right to periodically open this RFP to add more pre-qualified offers.

7. **PERIODIC INVOICES FOR COMPLETED SERVICES:** The successful Supplier shall submit an invoice to the District's Accounts Payable Department at [accountspayable@aurorak12.org](mailto:accountspayable@aurorak12.org). The invoice shall reference the appropriate Purchase Order number, the service address(s), a detailed explanation of the work that was performed at the location, and, if applicable, the model and serial numbers of each piece of equipment that was serviced and/or repaired by the Supplier in conjunction with the

corresponding invoice. The periodic invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the District in advance of the service being performed.

8. **SALES TAX:** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.
9. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Vendor shall not avail itself of such manifestly unintentional error or omission, but must have the same explained or adjusted by the District's representative before proceeding with the work in question.
10. **COOPERATIVE PURCHASING EFFORTS:** Aurora Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO - Multiple Assembly of Procurement Officials, CEPC - Cooperative Educational Procurement Council). We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.
11. **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.
12. **EQUAL OPPORTUNITY:** Aurora Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard all protected classes inclusive of 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. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60.
13. **ACCESSIBILITY:** Vendor shall comply with and all Services provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section §24-85-103 (2.5), C.R.S. Vendors shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Vendor shall indemnify, save, and hold harmless the District against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by the District in relation to Vendor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
14. **WORK PRODUCT:** Unless explicitly set forth in writing and executed by both parties, any intellectual property, software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials")

delivered by Vendor in performance of its obligations under this contract shall be the exclusive property of Aurora Public Schools. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or Aurora Public Schools, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

15. [ADDITIONAL SOFTWARE TERMS AND CONDITIONS](#)

**REQUEST FOR PROPOSAL B2707**  
**SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA**

**1. OVERVIEW**

- a. Aurora Public Schools (APS) is the fifth largest school district out of 179 public school districts in Colorado. It is located in Aurora, the 54th largest city in the nation and the third largest in the state. It is a city on the eastern border of Denver, Colorado, with a population of more than 410,000 covering nearly 165 square miles. There are 62 schools in the district: 5 child development centers, 20 elementary schools, 11 P-8 / K-8 schools, 5 middle schools, 1 Grades 6-12 academy, 6 high schools, 1 vocational/technical college, 1 gifted and talented K-8 school, 11 charter schools and 1 home school support program. As of 2025-26, APS enrolled approximately 38,000 students.
- b. **Purpose:** Aurora Public Schools (APS) seeks a qualified provider to design and implement a comprehensive, evidence-based Title I Family Literacy Program in various APS school sites. The selected provider will deliver integrated services that build families' capacity to support learning at home, improve adult literacy and English language proficiency, and promote school readiness and academic growth for children. The program must center culturally and linguistically responsive practices, prioritize equitable access for historically underserved families, and align with federal Title I requirements and APS priorities.

**2. SCOPE OF WORK:**

Proposing vendors have the option to submit proposals for either or both of the options below. Proposing vendors must indicate clearly on their proposal if they are bidding for Option 1, Option 2, or both. It is the intent of Aurora Public Schools to select at least one vendor who can provide one or both options to The District. We maintain the right to award to multiple vendors.

**PROGRAM OBJECTIVES**

The selected provider(s) will be responsible for achieving measurable outcomes, including:

- Increased adult literacy and English language proficiency
- Improved parent capacity to support student learning at home
- Strengthened family engagement and intergenerational learning
- Improved school readiness and academic outcomes for participating children
- Increased access to workforce pathways and economic opportunities for families

**SUBMISSION REQUIREMENTS FOR BOTH OPTIONS:**

- Initials next to Non-Negotiable Requirements of the option your organization is bidding on
  - Failure to acknowledge all of the requirements may result in a non-responsive mark and your proposal may not be evaluated
- Provide examples of past experiences including:
  - K-12 References
  - Experience Documentation
  - Measurable successes in alignment with program objectives
    - Describe how your organization's past achievements align with our program objectives above. Provide specific, measurable examples that demonstrate your capability to deliver similar results.
- Program Design & Methodology Requirements:
  - Instructional Approach
    - Describe the organization's specific, evidence-based curriculum, teaching methodologies, and delivery models used for both adult and child learners.
  - Integration Strategy
    - Explain how your organization integrates the required federal components
  - Data-driven adjustments
    - Describe how your organization monitors participant progress in real-time and adjusts instruction when needed
- Pricing
  - Should be outlined based on the option your organization is bidding on

**EXPANDED PROGRAM EXPECTATIONS FOR BOTH OPTIONS:**

- Proposing vendors should incorporate:
  - Technology integration to support digital literacy and access

- Career pathway exploration, workforce readiness, and navigation support
- Flexible and/or hybrid programming options to increase participation
- Opportunities that connect adult learning to economic mobility (e.g., partnerships, internships, or career exposure)
- Operational Responsibilities:
  - The selected provider(s) will be responsible for full program implementation, including:
    - Staffing (instructional, early childhood, administrative, and support roles)
    - Professional development and ongoing staff training
    - Curriculum, program coordination, instructional materials, and technology,
    - Continuous improvement through data collection, evaluation, and outcome reporting

## **OPTION 1 - 2 Gen: Parent and Student Collaboration**

The 2 Gen program must reflect a high-quality, multi-generational model designed to strengthen family engagement as a driver of student achievement while simultaneously advancing adult literacy, English language proficiency, and long-term family success. Operating under a strict, federally aligned framework, this model requires simultaneous, on-site programming for both parents and their children.

### **IMPLEMENTATION REQUIREMENTS:**

- Program Duration: September 2026 - May 2027
- Schedule: 5 day/week model
  - 4 days a week of direct service, plus 1 day for planning and coordination

### **NON-NEGOTIABLE REQUIREMENTS:**

Please initial next to every point to confirm ability to provide the non-negotiable requirements. Failure to acknowledge every point will result in a non-responsive mark and your proposal will not be evaluated:

- \_\_ Confirm your program is in alignment with federal definitions (ESEA, WIOA, Head Start, CSBG), the program must integrate the following four required components:
  - Adult Education & Literacy: English language development (ESL/ELL), literacy instruction, and skill-building aligned to academic and workforce pathways
  - Parent Education & Training: Instruction that equips caregivers with strategies to support children’s learning, navigate school systems, and foster literacy at home
  - Early Childhood Education: Developmentally appropriate programming or childcare that supports school readiness for young children
  - Interactive Parent-Child Learning: Structured opportunities for families to engage in literacy-rich activities together
- \_\_ Guarantee the delivery of fully **in person classes**, all classes must take place on school property
- \_\_ Commit to providing comprehensive, data-driven end of year participant growth and outcome reports
- \_\_ Maintain responsive, proactive communication and participate in ongoing monthly progress meetings with district liaison
- \_\_ Confirm ability to implement a structured 5-day operational model
  - Active instruction four days/week (two half-day AM/PM sessions daily)
  - One designated weekly planning day in collaboration with the grants team
- \_\_ Confirm ability to accommodate up to 25 participants
- \_\_ 2 generational approach must include collaboration with parents and students
- \_\_ Agree to collaborate with school leadership to coordinate volunteer hours for participants
- \_\_ Confirm ability to support up to 10 sites
- \_\_ Confirm ability to provide Family Literacy Curriculum
- \_\_ Confirm ability to offer childcare during instructional sessions
- \_\_ Guarantee the ability to provide translated materials in all of the top ten languages spoken within APS
- \_\_ Pricing: Submit as an all inclusive cost **per site**

## **OPTION 2 - Traditional ESL Class: Parent Centric**

The Parent Centric model provides an adaptable, school-customized framework focused exclusively on adult learners to strengthen parent capacity and support long-term family success. Because of the operational flexibility, this model allows schools to determine the frequency and scheduling of instructional days to best fit their community's needs. This model removes the strict multi-generational constraints while still delivering high-quality adult literacy, English language development, and targeted family engagement that directly impact student achievement.

### **IMPLEMENTATION REQUIREMENTS:**

- Program Duration: September 2026 - May 2027
- Schedule: Flex model
  - 1-3 days a week, 1 hour sessions
  - 1 day/bi-weekly for planning and coordination

### **NON-NEGOTIABLE REQUIREMENTS:**

- \_\_\_ In alignment with federal definitions, the program must integrate the following required components:
  - Adult Education & Literacy: English language development (ESL/ELL), literacy instruction, and skill-building aligned to academic and workforce pathways
  - Parent Education & Training: Instruction that equips caregivers with strategies to support children's learning, navigate school systems, and foster literacy at home
- \_\_\_ Guarantee the delivery of **fully in person classes**, all classes must take place on school property
- \_\_\_ Commit to providing comprehensive, data-driven end of year participant growth and outcome reports
- \_\_\_ Confirm ability to support up to 30 sites
- \_\_\_ Confirm ability to implement a flexible operational model
  - 1-3 days a week, 1 hour sessions
- \_\_\_ Confirm ability to provide Family Literacy Curriculum
- \_\_\_ Guarantee the ability to provide translated materials in Spanish
  - It is required to provide a list of all languages for which your organization has the capacity to translate program materials, documents, and participant resources
- \_\_\_ Pricing: Submit as an all inclusive cost per site **or** per participant

### 3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS/EVALUATION CRITERIA

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

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS			
SECTION	TITLE	DESCRIPTION/REQUIREMENTS	POINTS POSSIBLE
SECTION A	Required Forms	<p>Submit from this Request for Proposal the signed and completed Vendor Acknowledgement, <a href="#">page 3</a>, the Code of Conduct and Conflict of Interest Certification, <a href="#">page 19</a> the Accessibility Attestation, <a href="#">page 20</a> and Vendors shall provide a copy of their Certificate of Insurance.</p> <p>Proposing vendors are <b>required to initial each individual bullet point</b> under the non-negotiable requirements section corresponding to the specific option(s) for which they are submitting a bid.</p> <p><b>Please note: Submissions missing required forms or mandatory initials may be deemed non-responsive and may not be reviewed by the evaluation committee.</b></p>	N/A
SECTION B	Management Summary	Provide a comprehensive overview of the proposal services. Proposing vendors must explicitly state why their proposal represents the optimal solution for the District, referencing how their qualifications and methodology align with the requirements in the Scope of Work.	30
SECTION C	Pricing	Submit pricing proposal structured to match the specific bidding option selected	15
SECTION D	Project Schedule and Implementation Plan	Provide a detailed implementation plan and project schedule to deliver the scope of services and deliverables to ensure all services and deliverables are fully operational by September 1, 2026. If you will be subcontracting out any portion of the work or partnering with other companies, show that in the plan.	25
SECTION E	Vendor Profile	<p>Provide a Vendor Profile to include, in the following order:</p> <ul style="list-style-type: none"> <li>A. The length of time the Vendor has been in business under the current business name and previous names of the firm, if any.</li> <li>B. An overview of the company (staff size, geographic location, number and nature of the professional staff to be assigned to the District)</li> <li>C. Provide resumes, staff experience, training and relevant certifications for key personnel listed.</li> <li>D. An outline of the Vendor's background and overall qualifications.</li> <li>E. <b>It is required to provide a minimum of three K-12 client references</b> for which you have provided a similar scope/service as requested in this solicitation; including complete email address, addresses, telephone numbers and contact person. Provide any past performance with Aurora Public Schools on similar projects.</li> </ul>	25

		F. List any current litigation, outstanding judgments and liens with which your company is presently involved and information on any defaulted contracts in the past five years for failure to meet financial obligations. G. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work.	
SECTION F	Value Added	Contractors may provide additional information, services and/or recommendations to the District as value added services for their firm.	5
SECTION G	Redacted Bid Response	Provide a <i>separate</i> redacted bid response for CORA requests	

#### 4. METHOD OF AWARD

This RFP will be evaluated by a team consisting of District employees representing the Grants Team and academic leadership from various APS sites. The evaluation team will evaluate and score proposals based upon the established criteria above.

- a. Round One:** Evaluation scores will be based upon the written Responses provided to the District for the Solicitation using the table above. After all Responses have been evaluated and scored, if necessary, the Committee will invite a limited number of the highest scoring Responses to participate in “Round Two” where they will be able to present to the Evaluation Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after all the written Responses have been collected, evaluated and scored.

**Please Note: Round One will have a maximum point value of 100.**

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

- b. Round Two (if necessary):** Will be an on-site or virtual presentation to the evaluation team. Vendors will be notified via email that they have been invited to participate in this round. Round Two will be based on a ranking scale. If Round 2 ends in a tie, Round 1 scores will be added to the Round 2 scores. Vendors will be given further information with their invitation to present.

**REQUEST FOR PROPOSAL B2707**  
**SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST CERTIFICATION**

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

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

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

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

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

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

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

Printed Name

Signature

Date

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<sup>1</sup> [BCB Board Member Conflict of Interest](#); [DJB Purchasing Policy](#); [DJA Purchasing Procedures](#); [DJG Vendor Relations](#); [DIF Information Regarding Anti-Fraud Compliance and False Claims](#); [GBEA Staff Ethics/Conflict of Interest Policy](#); and [GBEBC Gifts To and Solicitations by Staff Policy](#).<sup>2</sup> Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District. <sup>3</sup> Immediate family means... spouse, partner in a civil union, children,

related by blood or adoption,, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, [Board Policy GBEA](#).

**REQUEST FOR PROPOSAL B2707  
SECTION VI: ACCESSIBILITY ATTESTATION**

This Request for Proposal B2707 may include information technology systems (information technology and communications, including, by way of example and not limitation, all electronic information processing hardware and software (such as web pages, applications, software user interfaces, videos, or digital content of any kind) (individually and collectively, “ICT”)) that are required by Colorado law to be “accessible.” See §§ 24-85-101, *et seq.*, C.R.S.. By certifying below, Vendor acknowledges the District is relying upon Vendor to ensure compliance with Sections 24-85-101, *et seq.*, C.R.S., its implementing regulations adopted by the Governor’s Office of Information Technology, State of Colorado, and compliance with Levels A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG).

- By checking this box, I hereby certify that the ICT being provided as a part of the Proposal under RFP B2707 is “accessible” under Colorado law, and otherwise meets all applicable Level A and Level AA Web Content Accessibility Guideline criteria.
- By checking this box, I am confirming that this proposal includes ICT that are not fully “accessible” under Colorado law.
- By checking this box, I hereby certify that the proposed solution does not entail the District receiving any ICT, and therefore, digital accessibility regulations likely do not apply. \*\*

In the event the Contractor cannot attest to accessibility compliance for any proposed ICT, the District reserves the right to consider the Vendor’s proposal as non-responsive.

References.

Contractor is encouraged to review the latest version of the WCAG Accessibility Guidelines ([Web Content Accessibility Guidelines \(WCAG\) 2.2 \(w3.org\)](#)) as well as the Quick Reference Guide ([How to Meet WCAG \(Quickref Reference\) \(w3.org\)](#)).

[Copies of the latest version of Sections 24-85-101, et seq., C.R.S., is publicly available at leg.colorado.gov/laws.](#)



# Aurora Public Schools

## CONTRACT FOR SERVICES AGREEMENT

This CONTRACT FOR SERVICES ("Agreement") is dated [REDACTED], and is between Adams-Arapahoe School District 28J (Aurora Public Schools) (the "District"), a publicly governed and funded political subdivision of the State of Colorado, and [REDACTED] ("Contractor"), as reported to the IRS and indicated on its Form W-9 (each a "Party" and collectively "Parties").

In consideration of the mutual promises of this Agreement, the Parties agree as follows:

### ARTICLE 1 BACKGROUND AND SERVICES

- A. The District has determined that a need exists to retain an independent contractor to provide the Services, as defined herein. The services provided by Contractor to the District are described more fully in Schedule A. Contractor shall adhere to all payment terms and conditions specified in Schedule A. The Parties agree the District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the date of this Agreement.
- B. Contractor is qualified to provide the Services, as defined herein.

### ARTICLE 2 DEFINITIONS

- A. "*Completion Schedule*" means a completion schedule and a range of mutually acceptable work hours established through a written agreement by the Parties for the Services, as defined herein, listed in Schedule A.
- B. "*Confidential Information*" means information and materials in oral, written, graphic, or electronic form that is non-public, confidential, and/or proprietary relating to the Party, including without limitation, student records, Personally Identifiable Information, records, notes, data, reports, data sources, reference materials, sketches, drawings, memoranda, disks, documentation, research, development, processes, procedures, marketing techniques and materials, marketing and development plans, purchasing information, price lists, cost and pricing policies, financial information, intellectual property, and all other information of a secret or confidential nature.
- C. "*Contract Sum*" is the total amount payable by the District to the Contractor for performance of the Services, as defined herein, listed in Schedule A.
- D. "*De-identified Information*" means Confidential Information from which all Personally Identifiable Information ("PII"), as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.
- E. "*Employee Benefits*" means any employer withholdings or liability for: (a) taxes, FICA, Medicare, or Medicaid; (b) medical or disability insurance; (c) vacation or leave; (d) pension; or (e) unemployment insurance or worker's compensation insurance.
- F. "*Materials*" means all deliverables, reports, and written documents expressly prepared for, or submitted to the District by Contractor while performing the Services, as defined herein.

- G. “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number, or biometric record; (e) indirect identifiers such as the student’s date of birth, place of birth, or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.
- H. “*Services*” means the scope of Services Contractor shall perform for the District listed in Schedule A. Contractor may not perform any Services prior to the execution of this Agreement.
- I. “*Travel Expenses*” means the total amount of Contractor’s actual expenses and costs for food, lodging, and travel incurred in connection with Contractor’s performance of the Services.

### **ARTICLE 3 PAYMENTS AND TRAVEL EXPENSES**

- A. The District shall pay amounts properly due and payable on accepted invoices, so long as the District has previously accepted the Services covered by the invoice as performed in accordance with the requirements of the Agreement. The District may not be able to pay invoices submitted outside of the Fiscal Year in which Services are performed, or any grace period thereafter that the District may provide. The District shall make payment to the order of the Contractor and shall send payment to the payment address or account that the Contractor provides to the District provided during vendor registration. The District does not pay any late fees. Any and all contractual financial obligations of the District that are payable after the current Fiscal Year are contingent on such funds being appropriated, budgeted, and otherwise made available.
- B. The District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the execution of this Agreement.
- C. The District does not pre-pay or make deposits for Contractor’s performance of the Services. The District issues all payments after the Contractor completes the Services.
- D. Once Contractor has completed the Services, Contractor shall submit invoices to the District for request of payment on the terms and conditions specified in Schedule A. The Contractor shall submit to the District invoices made under this Agreement, and at a minimum shall describe the amounts billed and the dates and nature of Services or portion of Services performed.
- E. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the District, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- F. The District shall not have responsibility for payments to a subcontractor or supplier.
- G. Contractor shall immediately report to the District any mispayment or overpayment made to Contractor and promptly take affirmative steps to return any District funds not due to Contractor.
- H. If applicable, and allowable as specified in Schedule A, Travel Expenses must be approved by the District ahead of time. Contractor shall submit all itemized receipts and supporting documentation to receive payment for its Travel Expenses. The District may reject Contractor’s Travel Expenses not supported by itemized receipts and documentation. No other types of expenditures are reimbursable. The District uses the prescribed Federal guidelines for travel and reimbursement. No type of alcohol will be reimbursed and food reimbursements are only for that individual. Lodging reimbursements are only for the room – no room service, phone charges, or movies will be reimbursed. Travel reimbursements are only economy seating and baggage fees – no extra leg room, business or first class will be reimbursed. The daily amount for food and lodging is not to exceed the current Federal Per Diem rates for the Denver Metropolitan Area.

### **ARTICLE 4 GENERAL SCOPE OF SERVICES**

- A. **Supervision.** Contractor shall supervise and direct the Services using the Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the Services.
- B. **Labor and Materials.** Unless otherwise provided in Schedule A, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.
- C. **Correction of Services.** The Contractor shall promptly correct all deficiencies and/or defects in the Services and/or any work that fails to conform this Agreement. All corrections shall be made within seven (7) calendar days after reported by email from the District to the Contractor. The Contractor shall bear all costs of correcting such rejected Services. If the Contractor fails to correct the work within the period specified, the District may correct it in accordance with Article 4 of this Agreement or take any action pursuant to Article 9 of this Agreement.
- D. **District's Right to Change the Services.** The District, without invalidating the Agreement, may order changes in the Services within the general scope of the Agreement, consisting of additions, deletions, or other revisions, and the Contract Sum and Completion Schedule shall be adjusted accordingly, in writing. If the District and Contractor cannot agree to a change in the Contract Sum, the District shall pay the Contractor its actual costs.
- E. **District's Right to Stop the Services.** If Contractor fails to correct the Services that are not in accordance with this Agreement, District may direct Contractor in writing to stop the Services until the correction is made.
- F. **District's Right to Carry Out the Services.** If Contractor defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) calendar day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies, correct such deficiencies at the cost of the Contractor.

## ARTICLE 5 CONTRACTOR OBLIGATIONS

- A. **Employment Status of Contractor Employees.** Contractor Personnel shall be considered to be, at all times, employees of the Contractor, under its sole discretion, and not an employee or agent of the District.
  - a. As an independent contractor, Contractor shall be solely responsible for providing its employees with all salary and Employee Benefits; withholding all applicable federal, state, and local employment and income taxes for its employees incurred in the performance of this Agreement; and making payments for and otherwise securing all unemployment insurance, worker's compensation, and such other insurance in the amounts required by law. "Employee Benefits" means any employer withholdings or liability for: (a) taxes, FICA, Medicare or Medicaid; (b) medical or disability insurance; (c) vacation or leave; (d) pension; or (e) unemployment insurance or worker's compensation insurance.
  - b. At its sole discretion, the District may require Contractor to remove or reassign a Contractor Personnel it deems careless, incompetent, insubordinate, or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District or violates applicable District Board policies and/or laws.
  - c. Contractor 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 Agreement unless the Contractor receives prior written permission.
  - d. In accordance with the District's Tobacco-Free Schools (ADC) and Drug and Alcohol Free Workplace (GBEC) policies, no employee of the Vendor shall be permitted to use tobacco, drugs, alcohol, marijuana products, or any controlled substances when performing work on District property.
  - e. To protect District 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 Executive Director of Finance or their designee. If special or technical details concerning goods or services to be purchased are required, the involvement of the Contractor should be coordinated through the Purchasing Department.

## ARTICLE 6 COMPLIANCE WITH LAW AND DISTRICT POLICIES

- A. **Compliance With Law.** Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and other workplace requirements and standards applicable to the provision of the Services including, without limitation, all laws, regulations, and rules cited in § 22-1-135, C.R.S.; all laws, regulations, and rules governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, campaign contributions, and political finance; all laws, rules, and regulations applicable to discrimination and unfair employment practices; and that require the protection of personal identifying information, including "student personally identifiable information" as defined by CRS § 22-16-103(13). Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), C.R.S. 24-34-301 et seq, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.
- B. **District Standards and Policies.** All Services and Materials provided under this Agreement shall follow the specifications, standards, and procedures of the District. In addition, Contractor shall adhere to all District policies and regulations, including, but not limited to, Aurora Public Schools Board of Education Policies [ADC](#), [KI](#), and [KFA](#), and the District's building safety protocols.
- C. **Accessibility.** Contractor shall comply with and all Services provided under this Agreement shall be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to Section § 24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Contractor shall indemnify, save, and hold harmless the District against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) incurred by the District in relation to Contractor's failure to comply with §§ 24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section § 24-85-103 (2.5), C.R.S.
- D. **Nondiscrimination.** Contractor shall not discriminate against any person on the basis of race, creed, color, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, conditions related to pregnancy or childbirth, family composition, veteran status, disability, genetic information of an employee or applicant for employment, or any other basis on which discrimination is prohibited by law. Discrimination or harassment based on race includes unwelcome conduct regarding traits historically associated with race, including hair texture, hair type, and protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps. To the extent Contractor engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to defend, hold harmless, and indemnify the District, its board members, officers, employees, and agents from all liability, claims, and demands arising from any suit, action, grievance, charge, or proceeding, pursuant to this Agreement. This obligation shall survive the termination or expiration of this Agreement.
- E. **Contractors Debarred, Suspended, or Proposed for Debarment.** Contractor, to the best of its knowledge and belief, represents that Contractor nor any of its principals, officers, directors, owners, partners, employees, agents, subcontractors, or any person having primary management or supervisory responsibilities within the business entity of Contractor (individually and collectively, "Contractor Personnel"), (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency of the Federal, State or local government; (b) has not, within a three-year period preceding the date of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract or for violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; (c) is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the aforementioned offenses enumerated in this paragraph; (d) has not within a three-year period preceding the date of this Agreement, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and (e) has not

within a three-year period preceding date of this Agreement, had one or more contracts terminated for default by any agency of the Federal, State, or local government. This certification is a material representation of fact upon which reliance was placed when the District determined to enter into this Agreement. Contractor has an ongoing duty to report any debarment, proposed debarment, suspension, or other sanction for fraud or misconduct and shall provide immediate written notice to the District if it learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- F. **Background Checks.** If Contractor provides direct services to students, the Contractor and every person, including any subcontractor or agent of the Contractor, shall be required to have a criminal background check that meets the requirements of § 22-32-109.8, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. Examples of "Direct services to students" include, but are not limited to: instruction; physical, mental, and social health supports; transportation; and food services. Conducting a Colorado Bureau of Investigation criminal history check or a Name Check investigation for any person providing Services under this Agreement does not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer, or agent hired or added during the term of this Agreement shall satisfy the requirements set forth in this Section before performing Services on Contractor's behalf. The District also reserves the right to conduct its own criminal background check of every person performing Services before such Services begin.
- a. If Contractor has access to student data but does not provide direct services to students, the Contractor and every person, including any subcontractor or agent of the Contractor, shall be required to have a criminal background check per Contractor's internal employment policies.
  - b. Aurora Public Schools may issue identification badges for Contractor employees. Every person who receives an Aurora Public Schools identification badge or an electronic access card from the District's Department of Safety and Security shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. Prior to issuance of an electronic access card, Contractor shall provide documentation to the District's Department of Safety and Security to substantiate completion of a successful background check pursuant to the terms of the Agreement for Use of Electronic Access Card. In addition, every person who receives an Aurora Public Schools identification badge will be required to check-in to the Raptor Visitor Management System when on school property. Use of Aurora Public Schools electronic access cards are subject to the terms of the Aurora Public Schools Access Control Policy and Procedures.
  - c. If an individual, including any employee, subcontractor, volunteer or agent of the Contractor, performing the Work on Owner property during school hours, does not have an Aurora Public Schools identification badge, the individual is required to check-in to a school office upon entering any school buildings to obtain a visitor's badge and will be required to scan a state ID through the Raptor School Visitor Management System. If an individual's identity cannot be verified through an acceptable form of identification (driver's license or state ID), they will not be allowed on District property.
  - d. Notwithstanding the criminal background check requirements as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer, or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) any unlawful sexual behavior against a minor, including but not limited to, abuse, abduction, enticement, human trafficking, pimping, sexual molestation, physical or sexual assault, or rape; or (ii) any crime involving sexual exploitation of minors, including but not limited to, child pornography offenses, or (iii) any crime of violence, including, but not limited to, murder or kidnapping. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer, or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, (iii) obtain an Aurora Public Schools electronic access card, or (iv) enter onto District property, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Agreement. Misdemeanor convictions are evaluated on a case-by-case basis, considering

the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Work. Upon the District's request, Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

- G. **Conflict of Interest.** The Contractor represents that the Contractor (i) has no personal or financial interest in the Agreement (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Agreement (other than the consideration to be earned). Contractor shall abide by the Code of Conduct and Conflict of Interest Certification as shown in Schedule B.
- H. **PERA Contribution.** The District is required to verify the Public Employee Retirement Association ("PERA") retirement status and contributions, with respect to making a PERA Contribution. Anyone affiliated with PERA to which funds have been disbursed will be reported to PERA. Contractor shall answer the PERA questions within the District's Supplier Portal, and Contractor represents and agrees it will answer the Supplier Portal questions accurately.
- I. **Child abuse reporting.** Contractor agrees that each person who performs work on its behalf under this agreement shall immediately report any suspicions of child abuse or neglect to the building administrator (or if one is not available, to the Superintendent's office or such other office as is designated by the School District) upon becoming aware of information which forms the basis for such suspicion. (Colorado Revised Statutes defining abuse and neglect are found at C.R.S. Section 19-1-103.)

Contractor agrees to inform the District immediately if it has knowledge that would lead a reasonable person to conclude that one of its employees poses an unusual potential for physical, emotional or psychological harm to any student, employee or patron of the District.

## ARTICLE 7 INSURANCE AND INDEMNITY

- A. **Insurance.** The Vendor is required to carry the [following insurance](#).
- B. **Agreement to Indemnify.** Contractor shall indemnify, defend, and hold the District, its employees, agents, officers, representatives, directors, or assignees harmless against any and all claims, liabilities, judgements, losses, costs, expenses, damages, and the like (including reasonable attorney fees) that result from, arise in connection with, or are in any related to any breach of this Agreement by Contractor, its subcontractor(s), or any employees, agents, officers, representatives, directors, or assignees of Contractor or its subcontractor(s), or any acts or omissions of Contractor or its subcontractor(s) or any employees, agents, officers, representatives, directors, or assignees of Contractor or its subcontractor(s) under this Agreement. If performance under this Agreement includes use of Intellectual Property, delivery of Work Product, or both, then the Contractor also indemnifies, holds harmless, and assumes the duty to defend the District against any and all claims that result from, arise in connection with, or are related to Work Product or infringement on the Intellectual Property rights of a Party or any person not a Party.
  - a. The Contractor's agreement to indemnify takes precedence over any conflicting or inconsistent provisions under this Agreement.
  - b. The Contractor's agreement to indemnify survives the termination, expiration, or other ending of the Agreement until such time when all possible and applicable limitation of action periods have expired.

## ARTICLE 8 DEFAULT AND REMEDIES

- A. **Right to Injunction.** Contractor further agrees that, if Contractor violates any representation, warranty, or certification of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to the disclosure, theft, and/or misuse of Confidential Information. Accordingly, Contractor agrees that if Contractor violates any representation, warranty, or certification of this Agreement, the District shall be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements that Contractor take action or refrain from action to preserve the secrecy of

Confidential Information. To protect the District from additional damages, Contractor agrees the District does not need to post a bond to obtain an injunction and waives Contractor's right to require such a bond.

- B. **Dispute Resolution.** The District and Contractor shall endeavor to resolve claims, disputes, and other matters in question under this Agreement first by good faith discussions amongst the senior executives of each Party. The Parties shall mutually agree as to the process by which these discussions shall occur. If the Parties are unable to resolve the dispute through good faith discussions then the Parties may, but are not obligated to, agree to resolve the dispute through mediation. The Parties shall share the mediator's fee and any filing fees jointly. The mediation shall be held in Arapahoe County, Colorado.
- C. **Method of Giving Legal Notice.** All notices that the Agreement or law requires shall be in writing and are referred to as Legal Notice. Legal Notice is accomplished by delivery of the written notice to the Legal Notice Recipient at the address listed for the Legal Notice Recipient as follows:
  - a. Personal service; or
  - b. Trackable delivery service (for example and without limitation: USPS priority or express mail; UPS; DHL; or FedEx).

The address for each Legal Notice Recipient is as follows or at such other address as a Party may later give notice to the other Party.

Aurora Public Schools	Contractor:
Attn: Purchasing Department	Attn:
Tel: 303-326-1988	Tel:
Email: <a href="mailto:scrum@aurorak12.org">scrum@aurorak12.org</a>	Email:
With a copy to: Aurora Public Schools Office of General Counsel 15701 E. First Ave. Suite 200 Aurora, Colorado 80011 Tel: 303-326-1800	

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

**ARTICLE 9 TERM AND TERMINATION**

- A. **Term.** This Agreement shall commence as of the date of this Agreement and shall terminate on [REDACTED] (the "Term"), unless further extended or earlier terminated as provided herein. Contractor agrees and acknowledges that the District has no obligation to extend this Term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
- B. **Termination by District – No Default.** The District may terminate the Agreement at any time, if the District determines that termination is in its best interest. To terminate under this provision, the District shall provide at least twenty (20) calendar days prior written notice to the Contractor. The District shall pay the Contractor the sums earned and not yet paid up to the date of termination. The District shall not pay for loss of anticipated profits.
- C. **Termination for Cause.** The District may terminate this Agreement immediately without prior notice if any of the following occurs:

- a. Contractor fails to perform the Services in a manner satisfactory to the District;
  - b. Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless, or willful misconduct in providing the Services to the District;
  - c. Any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services to the party/parties to that contract;
  - d. Any circumstance beyond the District's control, including, but not limited to, financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations; or
  - e. Contractor is otherwise responsible for a material breach of a provision of this Agreement.
  - f. If the District terminates this Agreement for one of the reasons stated above, Contractor shall not be entitled to receive further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the cost of completing the Services, and other damages incurred by the District and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the District. This obligation for payment shall survive termination of this Agreement.
- D. **No Claim Against District.** Upon termination of this Agreement by the District pursuant to this Article 9, Contractor shall not have any claim against the District by reason of, or arising out of, incidental or relating to termination, except for compensation for the Services satisfactorily performed. In the event that this Agreement is terminated prior to the expiration date, Contractor will submit any and all outstanding reports and information requested by the District within ninety (90) calendar days from the date of early termination.
- E. **Termination/Unauthorized Approval.** If this Agreement is made contrary to the District's Board of Education Policies, including, but not limited to, Policies DAC, DJB, DJB-1-R, DJB-2-R, and DJG, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

## ARTICLE 10 DATA PRIVACY, CONFIDENTIAL INFORMATION, AND INTELLECTUAL PROPERTY RIGHTS

### A. Data Privacy

- a. On the District's request, Contractor shall execute a separate Data Protection Addendum if the District believes it is necessary. The District shall only grant Contractor access to Personally Identifiable Information, records, and student education records if the Contractor executes the Data Protection Addendum.
- b. Contractor shall notify the District if it is conducting any research (including but not limited to, professional development, curriculum design, interventions, and class projects intended to be shared outside of the classroom) so the District can determine whether Contractor's research must be submitted to the [APS Research Review Committee](#) for review and approval.

### B. Confidential Information Belongs Solely To The District.

- a. All Confidential Information is the District's exclusive property. Contractor therefore agrees that:
  - i. Contractor shall keep secret and shall not disclose to any third party, take, or misuse any Confidential Information, or any other confidential and/or proprietary information Contractor acquires or has access to because of its provision of services to the District.
  - ii. Contractor shall not use or seek to use any Confidential Information for Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests.

- iii. Contractor shall promptly advise the District of any unauthorized disclosure or use of Confidential Information by any person or entity.
  - iv. On the District's request or on termination of this Agreement, Contractor shall promptly return to the District all its property, specifically including all documents, disks, or other computer media or other materials in the Contractor's possession or control that contain any Confidential Information.
  - v. Contractor shall cause each of its employees who may gain access to any Confidential Information to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that employee or permitting that employee to have access to any Confidential Information.
  - vi. Contractor understands that its obligations here shall continue indefinitely and shall survive the termination of this Agreement.
- C. **Copyright and Other Intellectual Property Rights.** To the extent the Materials may be subject to patent, copyright, trade secret, or proprietary rights of any kind:
- a. Contractor warrants and represents that the Materials are original and have not been published; that the Materials do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever. Contractor agrees to indemnify, defend, and hold the District harmless against any claim of infringement of the Materials or of any patent, copyright, trade secret, or other proprietary rights of third parties.
  - b. Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the Materials. Contractor will notify the District as to what degree the third party's works were used, as well as any limitations placed on the use of those third party's works.
  - c. Contractor agrees and acknowledges that the District is the exclusive owner of the Materials (reports, plans, drawings, information), and any related patent, copyright, trade secret, trademark, service mark, or any other proprietary rights in the Materials, are owned exclusively by the District. To the extent the Materials are copyrightable, they shall be deemed to be works made for hire. To the extent that any Materials may not, by operation of law, be works made for hire, Contractor hereby assigns to the District the ownership of copyright in the Materials and the District shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable Materials. Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.
  - d. To the extent that any pre-existing materials are contained in the Materials, the Contractor grants to District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and, (ii) authorize others to do any, some, or all of the foregoing.
  - e. No license or right is granted by the District to Contractor, either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform the Materials, either during or after the termination of this Agreement, without a written agreement signed by an authorized representative of the District.

## ARTICLE 11 GENERAL CONTRACT TERMS

- A. **No Unauthorized Use of Names.** Neither Party shall use the other's name, logo, or trademark in any advertisement, promotion, business card, or the like without the other Party's prior written consent in each instance.
- B. **Governmental Immunity.** No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101 et seq. C.R.S.

- C. **Open Records.** Colorado Open Records Act § 24-72-201, et seq., C.R.S. (“CORA”) applies to this Agreement, the Contractor’s performance, and the records and reports generated thereunder, to the extent not prohibited by state or federal law. Any provision elsewhere in this Agreement or any Contractor document that purports to establish confidentiality in contravention of CORA is *void ab initio*.
- D. **Entire Understanding.** This Agreement and all Schedules and Exhibits hereto represents the complete integration of all understandings between the Parties related to the purposes and subject matter of this Agreement. This Agreement supersedes and replaces any previous agreements of like nature between the Contractor and the District. To the extent that a conflict arises between the terms and conditions of this Agreement and any Schedule or Exhibit or document references herein, the language of this Agreement shall control.
- E. **Captions and References.** The captions and headings are for reference only and do not define or limit the provisions in this Agreement.
- F. **Governing Law and Jurisdiction.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado, without regard to its principles concerning conflicts of interest. Any dispute arising out of this Agreement shall be heard in a court of competent jurisdiction over cases and controversies arising in Arapahoe County, Colorado.
- G. **Independent Contractor.** Contractor and its Contractor Personnel are independent contractor(s) and NOT employees of the District. The Contractor shall perform its duties solely as an independent contractor, shall pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the Agreement, and provide and keep in force workers’ compensation and unemployment insurance as and in the amounts required by law.
- H. **Modifications.** The Parties may change the Agreement only in writing that is executed by the Parties. The District shall provide all changes in writing for execution by the Parties.
- I. **Order of Precedence.** In the event of a conflict or inconsistency between or among any of the components of the Agreement, the provisions govern in the following order of precedence:
- a. The DPA, if it is part of the Agreement.
  - b. The Agreement.
  - c. Any amendments to the Agreement in reverse chronological order.
  - d. The Solicitation Documents.
  - e. District Purchase Order.
- J. **Records and Audits.** The Contractor shall maintain complete and accurate records of all charges the District incurs under the Agreement and other records related to the Agreement and performance thereunder, while the Agreement is in effect and for a period after the date of termination of the Agreement that is at a minimum as long as required by law. The Contractor shall keep such records in accordance with generally accepted accounting principles. The District may inspect and copy those records upon reasonable notice. This is in addition to other record keeping, reporting, and audit obligations that may be specified elsewhere in the Agreement components.
- K. **Severability.** If a court of competent jurisdiction rules any Agreement provision to be illegal or otherwise invalid, then only the provision so found to be illegal or invalid shall be deemed removed, and all other provisions remain in effect.
- L. **Assignment Prohibited.** The Contractor may assign its rights and delegate its obligations under this Agreement only with the prior written consent of the District, except as prohibited by law.
- M. **No Third-Party Beneficiary.** This Agreement gives no rights or benefits to any person not a Party.
- N. **Counterparts.** The Parties may execute the Agreement and subsequent amendments in several counterparts, each of which is deemed an original, and all of which together shall constitute one and the same instrument, Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.

- O. **Signature Authority.** The signatories below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement. The District’s signature authority for this Agreement is governed by the District’s Board of Education Regulation DJB. If this Agreement is made contrary to the District’s Board of Education Policies, including, but not limited to, Policies DAC, DJB, DJB-1-R, DJB-2-R, and DJG, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.
  
- P. **No Waiver.** A Party’s failure to assert a right or remedy, or a Party’s waiver of its rights or remedies by course of dealing or otherwise, is not a waiver of any other right or remedy under the Agreement or by law.

The Parties are signing this Agreement on the date stated in the introductory clause.

**ADAMS-ARAPAHOE SCHOOL DISTRICT 28J**

**CONTRACTOR [OR COMPANY NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE

**SCHEDULE A**  
Scope of Services and Contract Sum

Insert here or use the [Scope of Work Form](#) and add "See Exhibit A"

SAMPLE

**SCHEDULE B: CODE OF CONDUCT AND CONFLICT OF INTEREST CERTIFICATION**

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

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

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

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

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup>BCB Board Member Conflict of Interest; DJB Purchasing Policy; DJA Purchasing Procedures; DJG Vendor Relations; DIF Information Regarding Anti-Fraud Compliance and False Claims; GBEA Staff Ethics/Conflict of Interest Policy; and GBEC Gifts To and Solicitations by Staff Policy.<sup>2</sup>Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District.<sup>3</sup>Immediate family means... spouse, partner in a civil union, children, related by blood or adoption,, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA.

*NOTE: Colorado school districts are required by state law to include specific language in contracts with school service contract providers. C.R.S. § 22-16-107(2)(a). The following sample contract addendum reflects these legal requirements. Districts are encouraged to consult with their own legal counsel to determine the appropriate contract language that meets local circumstances and needs.*

## DATA PROTECTION ADDENDUM

This Data Protection Addendum (“Addendum”) is attached to and forms a part of the \_\_\_\_\_ (the “Contract”) dated \_\_\_\_\_, 202\_\_, by and between Adams-Arapahoe School District 28J (“District”) and [CONTRACTOR NAME] (“Contractor”) (the Addendum and the Contract are collectively referred to hereinafter as “Agreement”). This Addendum supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect. In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

### 1. Definitions

1.1 “*Designated Representative*” means District or Contractor employees as specified on Schedule 1 to whom all notices required in this Addendum will be sent.

1.2 “*District Data*” means any Personally Identifiable Information, Record, Education Record and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services.

1.3 “*De-identified Data*” means District Data from which all personally identifiable information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

1.4 “*Education Records*” means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Contractor.

1.5 “*End User*” means individuals authorized by the District to access and use the Services provided by the Contractor under the Contract.

1.6 “*Incident*” means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.

1.7 “*Mine District Data*” means the act of searching through, analyzing, accessing, or extracting District Data, metadata, or information not necessary to accomplish the Services or purpose(s) of this Agreement for the benefit of the District.

1.8 “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

1.9 “*Record*” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

1.10 “*Securely Destroy*” means to remove District Data from Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization so that District Data is permanently irretrievable in Contractor’s and its Subcontractors’ normal course of business.

1.11 “*Security Breach*” means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.12 “*Services*” means any goods or services acquired by the District from the Contractor, including computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet or installed or run on a computer or electronic device.

1.13 “*Subcontractor*” means Contractor’s employees, subcontractors or agents, identified on Schedule 2, as updated by Contractor from time to time in accordance with the requirements of this Addendum, who Contractor has engaged to enable Contractor to perform its obligations under the Contract.

1.14 “*Student Profile*” means a collection of PII data elements relating to a student of the District.

## **2. Rights and License in and to District Data**

District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data and De-identified Data solely for the purpose of performing its obligations specified in the Contract or as otherwise permitted by the Agreement. Contractor shall have no rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Agreement.

### **3. Data Privacy**

3.1 Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

3.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:

3.2.1 Use, sell, rent, transfer, distribute, alter, Mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;

3.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;

3.2.3 Use District Data in a manner that is inconsistent with Contractor's privacy policy;

3.2.4 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

3.2.5 Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for District's and its End Users' benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by

law, or if authorized in writing by the District. Contractor warrants and represents that during the five-year period preceding the Effective Date of this Agreement, it has not been found in violation of FERPA by the Family Policy Compliance Office.

3.4 Subcontractor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose District Data, in whole or in part, to any other party; (b) Subcontractor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subcontractor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; (e) Subcontractor shall indemnify the District in accordance with the terms set forth in Section 10 hereinbelow; and (f) Subcontractor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subcontractors who have potential access to District Data have undergone appropriate background screening, to the District's satisfaction, and possess all needed qualifications to comply with the terms of this Addendum. Contractor shall also ensure that its Subcontractors comply with the insurance requirements specified in Section 12 of this Addendum.

3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. In no event shall Contractor or Subcontractors re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

3.6 Privacy Policy Changes. Prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.

#### **4. Data Security**

4.1 Security Safeguards. Contractor shall store and process District Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including without limitation C.R.S. § 22-16-101 *et seq.*, as well as the terms and conditions of this Addendum. Without limiting the foregoing, and unless expressly agreed to the

contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

4.2 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4.3 Audit Trails. Contractor shall take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity.

4.4 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report, or (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred.

## **5. Security Incident and Security Breach**

5.1 Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.2 Response. Immediately upon becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws. Except as otherwise required by law, Contractor shall not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to the District's Designated Representative.

5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach. The District reserves the right to require Contractor to amend its remediation plans.

5.4 Effect of Security Breach. Upon the occurrence of a Security Breach, the District may terminate this Agreement in accordance with District policies. The District may require Contractor to suspend all Services, pending the investigation and successful resolution of any

Security Breach, and Contractor may be required to reimburse District all amounts paid for any period during which Services were not rendered, as provided herein. Contractor acknowledges that, as a result of a Security Breach, the District may also elect to disqualify Contractor and any of its Subcontractors from future contracts with the District.

5.5 Liability for Security Breach. In addition to any other remedies available to the District under law or equity, Contractor shall reimburse the District in full for all costs incurred by the District in investigation and remediation of any Security Breach caused in whole or in part by Contractor or Contractor's Subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the District as a result of the Security Breach.

## **6. Response to Legal Orders, Demands or Requests for Data**

6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, other legal orders, or demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, including but not limited to a request pursuant to the Colorado Open Records Act, C.R.S. § 24-72-100.1 *et seq.*, the District will promptly notify Contractor and, within two (2) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA or the Student Data Transparency and Security Act, C.R.S. § 22-16-101 *et seq.* (the "Act"), the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. If another timeline for response is provided herein, then that, more

specific, deadline shall control. Otherwise, Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

## **7. Compliance with Applicable Law**

7.1 School Service Contract Providers. If Contractor provides a “school service,” which is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses District Data or PII, then Contractor is a “school service contract provider” under the Act. To the extent not previously provided, within ten (10) calendar days after signing this Addendum, Contractor shall provide to the District in a format acceptable to the District or that is easily accessible through Contractor’s website in language easily understandable to a layperson: (a) the data elements of District Data or PII that Contractor collects, generates or uses pursuant to the Contract; (b) the educational purpose for which Contractor collects and uses the District Data; (c) Contractor’s policies regarding retention and disposal of District Data; (d) how Contractor uses, shares or discloses the District Data; and (e) statement whether Contractor’s Contract has ever been terminated by another school district for failure to comply with the same or substantially similar security obligations as those set forth herein. Contractor shall update this information as necessary to maintain accuracy. District reserves the right to terminate this Agreement, as specified in Section 8, should the District receive information after the Effective Date that significantly modifies Contractor’s representations made in this Section 7.1.

7.2. Children’s Online Privacy and Protection Act. In performance of the Services required by the Contract, if Contractor collects personal information (as defined in the Children’s Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations) from children under thirteen (13) years of age, Contractor warrants, represents, and covenants that such collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided District with full notice of its collection, use, and disclosure practices.

7.3 Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: COPPA; FERPA; the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103, and Health Information Technology for Economic and Clinical Health Act, Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; Payment Card Industry Data Security Standards; Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; Americans with Disabilities Act, and Federal Export Administration Regulations.

## **8. Termination**

8.1 Term. This Addendum will become effective when the Contractor has executed this Addendum (“Effective Date”). Subject to Sections 8.2 and 12.3, this Addendum will

automatically terminate without any further action of the Parties upon the termination or expiration of the Contract between the Parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Contractor, this Addendum shall also be revived and be of full force and effect.

## 8.2 Termination by the District.

8.2.1 The District may immediately terminate the Contract in accordance with District policies if, at any time, the District determines in its sole discretion, that Contractor has breached any of the requirements of this Addendum.

8.2.2 The District may terminate the Contract if District receives information that Contractor has failed to comply with the same or substantially similar security obligations as set forth herein with another school district.

8.2.3 The District may terminate the Contract if the District receives information after execution of this Addendum, that any of Contractor's representations or warranties have substantially changed after execution of this Addendum, including but not limited to the terms of Contractor's privacy policy.

## 9. **Data Transfer Upon Termination or Expiration**

9.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, within thirty (30) calendar days after termination or expiration of this Agreement, Contractor shall ensure that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, as directed by the District. In the event that the District requests destruction, Contractor agrees to Securely Destroy all District Data and Contract Data that is in its possession and cause its Subcontractors to Securely Destroy all District Data and Contract Data that is in the possession of any Subcontractors. If the District requests return, Contractor shall securely return all District Data and Contract Data to the authorized person specified by the District, using the methods requested by the District, in its discretion. The Contractor shall promptly certify in writing to District that such District Data and Contract Data has been disposed of or returned securely, using the form attached hereto as Schedule 3.

9.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor's possession or in the possession of Contractor's Subcontractors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with

such transfer, unless such transfer is as the result of termination of this Agreement following Contractor's breach of the terms of this Agreement. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.

9.3 Response to Specific Data Destruction or Return Requests. Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subcontractors within five (5) business days, excluding national holidays, after receiving a written request from the District.

## **10. Indemnification**

Contractor shall indemnify and hold District and its directors, employees, board members and agents from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, award, penalties, fines, costs or expenses, including attorneys' fees, the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against District or its directors, employees, board members and agents arising out of or resulting from Contractor's failure to comply with any of its obligations under Sections 3, 4, 5, and 9 of this Addendum. These indemnification duties shall survive termination or expiration of this Agreement.

## **11. Insurance**

11.1 Type. Contractor shall purchase and maintain during the term of this Agreement Technology Errors and Omissions/Professional Liability Insurance, including Network Security and Privacy Liability Insurance. Such policy shall cover professional misconduct or lack of ordinary skill in providing services, systems and/or product as defined in the scope of services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of this Agreement. If Contractor contends that it maintains other insurance not specified herein that otherwise satisfies these requirements (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

11.2 Coverage. The insurance required by this Section shall provide coverage for the following risks:

11.2.1 Any error, misstatement, misleading statement, act, omission, neglect, breach of duty or personal injury offense for the Contractor rendering or failure to render technology services and the failure of the Contractor's technology products to perform the function or serve the purpose intended.

11.2.2 Liability arising from theft, dissemination and/or use of District Data stored or transmitted in electronic form.

11.2.3 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.

11.2.4 Liability arising from the introduction of a computer virus, malware or ransomware into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software, and programs thereon.

11.3 Additional Requirements. In addition to the foregoing requirements, the policy shall provide a waiver of subrogation in favor of the District and shall be endorsed to include the following additional insured language: "ADAMS-ARAPAHOE SCHOOL DISTRICT 28J, and its elected officials, trustees, employees, and agents, shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor." The policy shall be for the following amounts:

**For Agreements with a contract price of \$500,000 or less:**

**Minimum Limits:**

Per Loss	\$	1,000,000
Aggregate	\$	3,000,000

**For Agreements with a contract price exceeding \$500,000:**

**Minimum Limits:**

Per Loss	\$	3,000,000
Aggregate	\$	5,000,000

**12. Miscellaneous**

12.1 No End User Agreements. In the event that the Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with End Users, the parties agree that in the event of a conflict between the terms of any such agreement and this Addendum, the terms of this Addendum and the Contract, in that order of precedence, shall control.

12.2 Public Inspection of Agreement. Contractor acknowledges and agrees that this Agreement and all documents Contractor provides District as required herein, are public records for purposes of the Colorado Open Records Act, C.R.S. § 24-72-100.1 *et seq.* and shall at all times be subject to public inspection.

12.3 Survival. The Contractor's obligations under Sections 3, 4, 5, 6, 9, and 10, and any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

12.4 Governing Law. This Addendum shall be governed and construed in accordance with the laws of Colorado, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the federal court located in Colorado or the state court located in Arapahoe County, Colorado.

12.5 Immunities. The District retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

12.6 No Assignment. Contractor shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of District.

12.7 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District.

12.8 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives

Schedule 2 -- Subcontractors

Schedule 3 -- Written Consent to Maintain De-identified Data

Schedule 3 -- Certification of Destruction\Return of District Data

12.9 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth below each party's signature.

ADAMS-ARAPAHOE SCHOOL DISTRICT 28J

[NAME OF CONTRACTOR]

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Officer

Its: \_\_\_\_\_

Printed Name & Title of Authorized Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1**  
**District/Contractor Designated Representative**

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
<b>Security Breach:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____
<b>FERPA Requests:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____
<b>CORA Requests:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____
<b>Updates to Privacy Policy / Transparency Requirements:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____
<b>Updates to Subcontractor Schedule:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____
<b>Data Retrieval:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____
<b>Destruction of Data:</b>	<b>Director of XX [TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____	<b>[TITLE]</b> By U.S. Mail: _____ _____ By E-mail: _____

SAMPLE

**SCHEDULE 1**  
**District/Contractor Designated Representative**

<b>DISTRICT REPRESENTATIVE</b>	<b>CONTRACTOR REPRESENTATIVE</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>E-mail:</b>	<b>E-mail:</b>

SAMPLE

**SCHEDULE 2**  
**Subcontractors**

*Contractor shall update this information as necessary to maintain accuracy and shall send revised attachments, exhibits or schedules to the District's Authorized Representative.*

<b>Name of Subcontractor</b>	<b>Primary Contact Person</b>	<b>Subcontractor Address</b>	<b>Subcontractor Phone/email</b>	<b>Purpose of re-disclosure to Subcontractor</b>

SAMPLE

**SCHEDULE 3**  
**Written Consent to Maintain De-identified Data**

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

<i>Description of De-identified Data Elements</i>	<i>Purpose for Retention and Use</i>	<i>Period of Use</i>

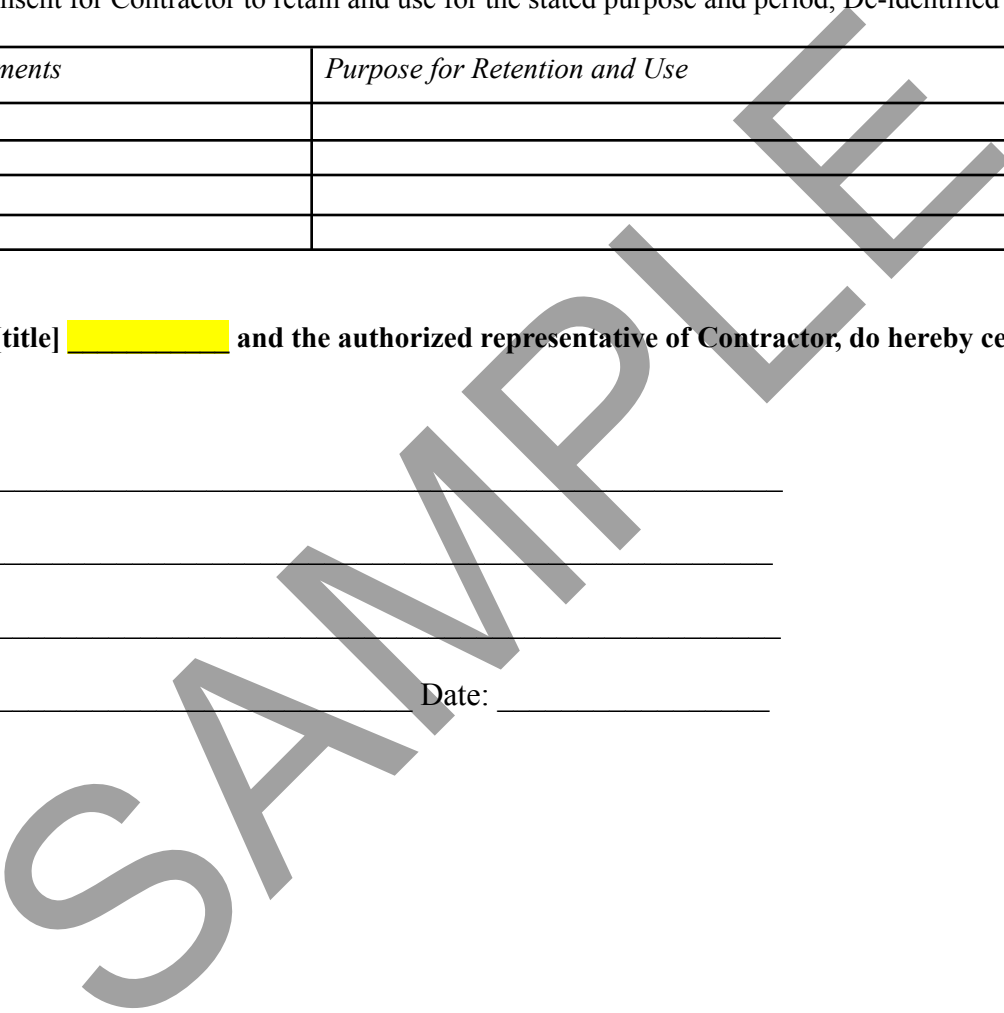
I,                     , as [title]                      and the authorized representative of Contractor, do hereby certify that no attempt will be made to re-identify De-identified Data.

Contractor Name: \_\_\_\_\_

Contractor Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**SCHEDULE \_\_\_\_**  
**Certification of Destruction\Return of District Data**

I, **[NAME]**, as the authorized representative of the Contractor, do hereby acknowledge and certify under penalty of perjury that [initial next to both subparts of the applicable Part A or Part B]:

**Part A - Destruction:**

\_\_\_\_\_ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was destroyed on \_\_\_\_\_, 20\_\_ by means of [describe destruction methods]: \_\_\_\_\_.

\_\_\_\_\_ the District Data and PII provided to Contractor's Subcontractors as part of the Data Protection Addendum in accordance with federal and state law was destroyed as set forth below:

<i>Name of Subcontractor</i>	<i>Date of Deletion</i>	<i>Destruction Method</i>

**Part B - Return: [If this option is elected by the District, then Contractor shall also complete Part A.]**

\_\_\_\_\_ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District, on \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, by means of [describe destruction methods]: \_\_\_\_\_.

\_\_\_\_\_ the District Data and PII provided to Contractor's Subcontractors as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District as set forth below:

<i>Name of Subcontractor</i>	<i>Date of Return</i>	<i>Return / Transfer Method</i>

Contractor Name: \_\_\_\_\_

Contractor Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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SAMPLE