

Request for Proposal, Tenant for the Rosedale Facility

TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED PRIOR TO THE
PROPOSAL DEADLINE

LATE PROPOSALS WILL NOT BE ACCEPTED

RETURN TO:
Sara Walsh
Sara_walsh@dpsk12.org
Denver Public Schools
Planning Department
1860 Lincoln Street
Denver, CO 80212
720-423-2410

RFP SCHEDULE OF ACTIVITIES (subject to change)

EVENT	DATE
Issuance of RFP	9/1/2020
(Optional) Pre-proposal conference	9/14/2020 1:00 PM
Questions Deadline sent to: sara_walsh@dpsk12.org	9/21/2020 5:00 PM
Proposal Deadline	10/16/2020 5:00 PM
Evaluation of Proposals	10/19/2020- 10/30/2020
Interviews/Demonstrations (if necessary)	Week of 11/2/2020
Selection of Proposals	11/9/2020- 11/19/2020*
Negotiation of Contract	11/19/2020-1/1/2020

*The Board of Education Finance and Audit Committee meets on Nov 9th, 2020. The goal would be to present preliminary recommendations at that meeting and then the BoE would vote on the recommended tenant at the Nov 19th, 2020 regular board meeting. However, this schedule is subject to change.



REQUEST FOR PROPOSAL: ROSEDALE FACILITY

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If any of the Documents listed above are missing from this package, please contact Sara Walsh: sara_walsh@dpsk12.org.



REQUEST FOR PROPOSAL
SECTION I: APPLICANT ACKNOWLEDGEMENT

Denver Public Schools
 Planning Department
 1860 Lincoln St
 Denver, Colorado 80212

Does your application 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 _____

If a redacted version of your proposal is not received, we will share your master response in the event of a CORA Request. Please acknowledge that you understand. Yes _____
No _____

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Applicant, (2) he/she has read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the applicant in accordance with any terms and conditions set forth in this document, and (4) that an award of this RFP does not constitute a legal contract to occupy the facility. Any award of this RFP will be proceeded by a formal lease, which will codify the terms and conditions of the tenancy, and (5) Section V. Code of Conduct and Conflict of Interest Certification shall be signed and returned with the Offer.

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

Authorized Representative's Signature: _____

(Offers must contain, **in blue ink**, a *manual signature* of an authorized agent of the Tenant)

Printed Name: _____ Title: _____ Date: _____
 Email Address: _____ Phone: _____

Addendum(a) Acknowledged									
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SECTION II: GENERAL TERMS AND CONDITIONS

- 1. APPLICABILITY.** These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as “District”) by all prospective tenants (herein after referred to as “Tenants”) in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

- 2. CONTENTS OF OFFER**
 - A. General Conditions.** Tenants are required to submit their Offers in accordance with the following expressed conditions:
 - 1) Tenants shall make all investigations necessary to thoroughly inform themselves regarding the parameters required by the conditions of the Solicitation. No plea of ignorance by the Tenant of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of any forthcoming lease documents will be accepted as the basis for varying the requirements of the District.
 - 2) Tenants are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department’s procedures, and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
 - 3) Submission of an Offer does not constitute a legal contract to occupy the facility. Any award of this RFP will be proceeded by a formal lease, which will codify the terms and conditions of the tenancy.
 - 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 Tenant 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 Tenant 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 Tenant shall comply with the regulations found within 45 CFR Part 620, “Government Debarment and Suspension (Non-procurement).”

 - B. Open Records – Disclosure of Information to the District.** The Tenant understands that all material provided or produced by the Tenant in response to this Solicitation may be subject to the Colorado Open Records Act (“CORA”), C.R.S. § 24-72-201, et seq. (2006). In the event of a CORA request to the District for disclosure of such information, the District shall advise the Tenant of such request in order to give the Tenant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Tenant 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 Tenant 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 Tenant’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.

 - D. 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 Tenant contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Tenant must submit a **written request** for clarification to the District’s Contact person as stated in the Special Terms and Conditions. The Tenant submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

- Any official interpretation of this Solicitation must be made, in writing, by an agent of the District’s Planning 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 Planning Department.**

E. Financing Feasibility Contained in Offer--Discounts, Taxes, Collusion

- 1) As part of the final lease agreement, Tenants will partner with DPS to renovate and occupy the facility. This partnership may mean a combination of financing in which Tenant participates in cost-sharing for renovations or it may mean that Tenant pays DPS only a contractually agreed upon lease-rate without participating in cost-sharing. The feasibility of Tenant to be able to participate in such a partnership structured will be considered in the evaluation of RFP applicants in accordance with the Financing Feasibility rubric category included in this Solicitation.
- 2) Tenants does not need to include federal, state, or local excise or sales taxes in its discussion of financial feasibility, as the District is exempt from payment of such taxes.
- 3) The Tenant, 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 Tenant 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 Tenants are hereby placed on notice that any and all Tenants who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

- 1) The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Tenant must be initialed **in blue ink** by the authorized agent of the Tenant.
- 2) Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Tenant in the space provided on the Solicitation Tenant Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Tenant'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) The accuracy of the Offer is the sole responsibility of the Tenant.
- 4) Pages on tenant response shall be numbered and combined into one single file.

B. Submission

- 1) The original electronic portable storage drive device (thumb drive) offer shall be sealed in an envelope with the Tenant's name and the RFP number on the outside and marked, 'Master'. This master copy shall be sent or delivered to the District's Planning Office - Denver Public Schools, 1860 Lincoln Street, Denver, Colorado 80212. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing. **If the proposal contains multiple files, Tenant shall combine all files into one single file.**
- 2) In the event that there is a CORA request the District asks that each Tenant furnish one (1), electronic (thumb drive) with a redacted version of their proposal. Be sure to clearly mark each proposal as "Master" or "Redacted". The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
- 3) If the physical offices of Denver Public Schools are not open due to health concerns at the time the Offers are due, Offers may be submitted via email or file sharing.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Tenant. **(Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District's parking lot and additional time may be required for security check in).**

4. MODIFICATION OR WITHDRAWAL OF OFFERS

A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted must have the Tenant's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt will be considered the valid modification.

B. Withdrawal of Offers

- 1) Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

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 Tenants;
- 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 tenant 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 Tenant misstates or conceals any material fact in its Offer;
- 2) The Tenant's Offer does not strictly conform to the law or the requirements of the Solicitation;
- 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
- 4) The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
- 5) The Offer has not been executed by the Tenant through an authorized signature on the Specification's Tenant 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 perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 3) An Offer may not be accepted from, nor any contract awarded to, any person related to any District employee and such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Tenant 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 Tenant(s) through the issuance of a Lease Agreement after the conclusion of the Solicitation and Offer review process. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Tenant's Offer, and the Lease Agreement are collectively an integral part of the contract between the Denver Public Schools and the successful Tenant(s). Accordingly, these documents shall constitute a binding contract without further action by either party.

8. NEGOTIATIONS. The District reserves the right to conduct negotiations with Tenant(s) 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 tenants in response CORA requests. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

9. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements.** Successful Tenants shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition.** The Tenant 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. Lease Agreement.** As part of any award resulting from this process, tenant will enter into a Lease Agreement with the District, which will specify all contractual obligations required by occupancy of the District building.

10. TERMINATION OF CONTRACT

- A.** The District may, by written notice to the successful Tenant, terminate the RFP award if the Tenant 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 RFP award, 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.

REQUEST FOR PROPOSAL

SECTION III: SPECIAL TERMS AND CONDITIONS

- 1. PURPOSE:** Denver Public Schools is soliciting proposals for Tenants to occupy the Rosedale Facility.
- 2. TERM OF CONTRACT:** A Lease Agreement will be agreed upon within the negotiation period that will codify the term of the contract and any renewal options.
- 3. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the District to award this Contract to the Tenant(s) who receive the highest score(s) when the Responses submitted by interested Tenants are reviewed by the District's Rosedale Lease Advisory Committee. For this Solicitation, the Committee will score Responses based on the following criteria: See Page 9. The District reserves the right to conduct negotiations with Tenant(s) 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 Tenants. Once an award is made, the solicitation file and the proposals contained therein are in the public record. The District reserves the right to award to one or more tenants.
- 4. CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Sara Walsh at sara_walsh@dpsk12.org.
- 5. EQUAL OPPORTUNITY:** Denver Public Schools intends and expects that the contracting processes of the District and its Tenants provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Tenants make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, tenants, or otherwise. Accordingly, the Tenant 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. The Tenant 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 Tenant shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

REQUEST FOR PROPOSAL

SECTION IV: SOLICITATION PARAMETERS/EVALUATION CRITERIA

1. OVERVIEW

- a. The Rosedale school, located in Southeast Denver, is a building owned by the District that was built in 1924. Additions and modifications to the building were subsequently made in 1949 and 1972. The building has 12 classrooms and a maximum capacity of approximately 300 students in its current structure. The building itself is ~43,168 square feet and the site owned by DPS is ~4.5 acres. The school was closed in 2005 due to low enrollment. At its highest recorded enrollment it had 185 students. At the time it was closed, Rosedale had 134 students, which is roughly 40 fewer students than the smallest elementary school that DPS operates today. Since 2005, the building has remained vacant. It is currently used by the DPS Department of Safety for training and active shooter drills. Over the last 10 years, the building has been assessed for its potential use as a charter or district-run school but the costs of renovation and the small size of the site proved too prohibitive for those uses. In 2017, DPS worked with Enterprise Community Partners to explore using the site for affordable housing for teachers. Ultimately, that proposal did not move forward due to a lack of support from the neighborhood community and some teacher advocate groups.

Then, in late 2019 through early 2020, after receiving an offer to purchase the building, DPS, in conjunction, with Director Scott Baldermann engaged a large group of community stakeholders to capture feedback on the direction that DPS should go with the vacant facility. On February 13th, 2020 DPS held a community listening session with over 200 attendees at South high school. The results of that community processed are summarized in a [report](#) that was issued to the DPS Board of Education on April 20th, 2020. After reviewing the report and listening to additional feedback on the facility, the Board of Education decided to move forward with renovating the Rosedale facility and leasing it to a non-DPS third party. The purpose of this Solicitation is to receive applications for a long-term tenant in the Rosedale facility. The successful tenant will work in close partnership with DPS and the community to determine the details of the renovation process and financing and negotiate a Lease Agreement that is suitable to DPS and the tenant with regard to the feedback received throughout the community process mentioned above.

- b. The objective of this RFP is to both clearly delineate the requirements for any Offer submitted in response to this Solicitation and to reflect the community priorities, as identified through the larger community process and through the deliberations of the Committee, within the evaluation criteria.

2. PARAMETERS:

Any prospective Tenants shall:

- Utilize the Rosedale facility for **educational purposes only**, including but not limited to K-12 education, early childhood education, post-secondary education, adult education, job training, professional training, cultural enrichment, or other learning, teaching, or academic uses;
- Demonstrate the long-term fiscal sustainability of its organization and business plan for the use of the Rosedale facility and prove an ability to meet all lease obligations for the entire term of the lease;
- Demonstrate a willingness to partner with DPS on the financial arrangements for initial renovations and tenant improvements and mutually determine any relevant cost-sharing for such renovations and improvements (i.e. Tenant and DPS will, in the course of negotiations of the final Lease, determine the final lease rate and whether or not Tenant will financially participate in the renovation costs based on Tenant's business plan, financial status, and anticipated facility use).
- Demonstrate an ability to be a good steward of the neighborhood and a desire to continually engage with the Rosedale community throughout the term of the lease by providing specific details as to how Tenant will integrate into the fabric of the neighborhood, be a strong partner for DPS, and utilize its facilities for the benefit of the greater community;
- Multiple tenants seeking to jointly use the facility are permitted to respond to this Solicitation, provided that such tenants submit a single application and demonstrate a contractual partnership that can operate as a single entity for purposes of entering into a Lease agreement with DPS to occupy the facility;
- Individual Tenants that intend to only utilize part of the space are also allowed to apply but the feasibility and cost of leasing to multiple unaffiliated tenants will be taken into consideration at the final award of a Lease.

Restrictions on use:

- Prospective tenants seeking industrial, residential or marijuana-related uses are prohibited from responding to this Solicitation.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

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

SECTION A- Tenant Acknowledgement Form. Submit the signed (manual blue ink signature), completed Tenant Acknowledgement from this Request for Proposal. Code of Conduct and Conflict of Interest Certification- submit the signed completed Section V. form with Proposal. Tenant shall provide a copy of their Certificate of Insurance and W-9(if not already provided to District).

SECTION B- Offer Summary. Include a summary of your offer, which provides an overview of the proposed use(s) of the Rosedale facility. Tenants should emphasize why their proposal is best suited to meet the needs of the District and the community. The summary should include a qualitative discussion of your long-term vision for the facility and a quantitative discussion of both immediate and long-term financial feasibility. Your offer should include detail on the following items:

- Type of use as detailed in a feasibility study (to the extent applicable based on intended use of the facility), which includes site plan layouts or renderings that address both the interior and the exterior of the building and the property grounds;
- Frequency and hours of use (i.e. intended occupancy, parking, access, etc.);
- Type of facility changes needed to accommodate proposed use, including specific detail as to how the architectural heritage and historical nature of the facility will be preserved or accommodated;
- Proposed timeline and cost of such facility changes;
- Description of how the proposed use will meet DPS and community needs;
- Description of how Tenant will be a good steward to the Rosedale community including specific details on how the tenant will engage with the surrounding community and utilize its facilities for community benefit, including specifications of the types and frequency of community programs or services that will be offered.

SECTION C- Financial Feasibility- Submit a proposal as to how you will ensure your solvency as a long-term tenant, including source of funds for initial capital investments, a proposal for partnering with DPS to share initial renovation costs as appropriate, and detail on your plan for fiscal sustainability to be able to meet all lease obligations for the term of the lease, which should include documents such as a balance sheet, cash flow statement, etc.

SECTION D- Provide a Tenant Profile to include, in the following order:

- The length of time the Tenant has been in business under the current business name and previous names of the firm, if any;
- An overview of organization (staff size, geographic location, etc.)
- An outline of Tenant's background and overall experience with the proposed use(s) of the facility;
- List any current litigation, outstanding judgments and liens with which your company is presently involved;
- Provide copies of all pertinent license, if required, to operate the facility in the manner described in your application;
- A detailed business plan specific to the proposed uses of the Rosedale facility.

4. EVALUATION CRITERIA / METHOD OF AWARD

This RFP will be evaluated by the Rosedale Lease Advisory Committee and the final scoring will be presented to the Board of Education. The evaluation team will evaluate and score proposals based upon the established criteria below:

Category	Description	Maximum Point Value
Feasibility of Business Plan(s) and Operations	This category scores the strength and specificity of applicant's plans for the use and operations of the Rosedale facility. Applicant should provide a business plan specific to the operations at the Rosedale facility and can include additional materials such as site plans, feasibility studies or architectural renderings that demonstrate proof of operational assumptions such as tenant improvements, expenses, revenues, etc. Applicant should describe how this building will facilitate success in applicant's overall mission and include proposed metrics for evaluation of such success.	30
Financial Strength and Sustainability	This category scores the financial strength and sustainability of applicant. Applicant should provide a detailed financial feasibility study showing an ability to sustain lease payments and meet all obligations for the term of the lease. Applicant should provide financial statements such as balance sheets, tax returns, or other documentation showing the financial strength and health of the organization.	25
Community Partnership	This category scores the strength and specificity of applicant's plan to be a good steward to the Rosedale community. The applicant shall submit a plan that includes specific details on how the tenant will engage with the surrounding community including a description of at least 3 programs or offerings that will enrich the Rosedale community and support DPS goals. The applicant should demonstrate an understanding of DPS core values and Rosedale community needs. The applicant should describe in detail how they will connect the community to the facility and should describe how these efforts will benefit both the Rosedale community and Denver as a whole.	15
Community Services	This category scores the strength and specificity of applicant's plans to utilize its facilities for community benefit or to offer community services, either as part of applicant's core business or as services ancillary to applicant's core business function. Applicant should provide specific details on the types and frequency of community programs that will be offered such as child care or early childhood education facilities, adult education classes, community meeting facilities, community theater uses, etc. Applicant should describe how these services will enhance the well-being of the community and the anticipated degree to which the Rosedale neighborhood will engage in such services.	15
Preservation and Maintenance of Exterior Character	This category scores the extent to which the applicant's feasibility and business plans demonstrate an ability and desire to preserve or maintain the historical nature and character of the exterior of the building. Application materials such as site plans and architectural renderings may be used to support applicant's plans regarding such preservation and maintenance.	10
Organization Type	This category scores an applicant based on its organizational type. Non-profit organizations may be scored higher than for-profit organizations.	5
Total Maximum Points:		100

- 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 Tenants 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/interview to the Committee and other interested parties. Tenants will be notified via e-mail that they have been invited to participate in this round. Round Two will be based on a ranking scale. Tenants will be given further information with their invitation to present.



REQUEST FOR PROPOSAL ROSEDALE FACILITY
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 below¹, 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.

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

I will not accept or offer gifts, employ any person who is working for the District, nor do I have any close,² or immediate family³ 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

¹ **BC** Board Member Conduct Policy; **BCB** Board Member Conflict of Interest Policy; **DJ** Purchasing Policy; **DJA** Purchasing Authority Policy and regulation; **DJB** Purchasing Procedures Policy; **DJE** Bidding Practices Policy; **DJG** Tenant Relations Policy; **DJGA** Sales Calls and Demonstrations Policy; **DK** Stewardship of Funds Policy; **GBEA** Conflict of Interest Policy; and **GBEBC** Gifts To and

Solicitations by Staff Policy.² 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. ³ Immediate family means... spouse, partner in a civil union, children, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA



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

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

Letter from the CFO

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

IntegraReport.com

DPS Subscriber Code: **DPSK12**

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

855-858-3344