TO: Board of Education

FROM: Rico Munn

DATE: February 1, 2018

SUBJECT: Draft Request for Proposal for External Management Partner for Lyn Knoll Elementary School for Targeted Functions

In the event the APS Board of Education votes to pursue a Turnaround Strategy with Lyn Knoll and engage an external management partner to support targeted functions as part of that turnaround strategy, APS will subsequently release a Request for Proposal (RFP) for potential external management partners.

The following document provides a draft of the RFP that APS would release, if necessary, following a Board decision regarding Lyn Knoll.
EXTERNAL MANAGEMENT PARTNER FOR LYN KNOLL ELEMENTARY FOR
TARGETED FUNCTIONS
REQUEST FOR PROPOSAL NO. 2830-18

Date of Issue: To Be Determined
Proposal Closing Date: To Be Determined
Proposal to be returned PRIOR TO time and date above.
Requests for clarification must be submitted
no later than: Date to be determined

RETURN TO:
Aurora Public Schools
Purchasing Department
80 Airport Boulevard
Aurora, CO 80011
303-326-1988

VENDOR’S CERTIFICATION
We offer to furnish to Aurora Public Schools the materials, supplies,
products, equipment and/or services requested in accordance with the
specifications described herein.

Vendor ____________________________
Address ___________________________
City _______________ State ____ Zip_________
Telephone/Fax No. _______________________
Name _______________________________
Title ________________________________
E-mail ______________________________
By __________________________________
(Authorized Signature)

Receipt of Addenda #1 #2 #3
REQUEST FOR PROPOSAL
I. GENERAL INSTRUCTIONS
II. TERMS AND CONDITIONS
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   SCOPE OF WORK
   PROPOSAL FORMAT
   SAMPLE CONTRACT
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REQUEST FOR PROPOSAL

The Aurora Public Schools would appreciate receiving your proposal on:

**RFP #2830-18 External Management Partner for Lyn Knoll Elementary for Targeted Functions**

Aurora Public Schools utilizes the Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) to distribute official copies of the Request for Proposals (“RFP”) for use in preparing Proposals. Proposing firms will be required to register with the website to download the Proposal documents and any addenda. If you experience problems with the RMEPS website, please call 1-800-835-4603, option #2 for assistance. There is no charge by Rocky Mountain E-Purchasing for this service. Proposing firms are required to acknowledge all addenda with their Proposal and are encouraged to register with the website prior to submission of a Proposal. Proposing firms that do not acknowledge all addenda may be considered non-responsive.

Sealed proposals will be received by Aurora Public Schools in the Purchasing Department, 80 Airport Boulevard, Aurora, Colorado 80011 until [date and time to be determined].

*Any proposals received after the above closing time shall be returned unopened.*

The School District does not obligate itself to accept the lowest or any other proposal. The School District reserves sole discretion, to reject any or all proposals, re-advertise for proposals and to waive any or all formalities or irregularities in the proposal process. When considering proposals and determining whether a contract will be awarded and, if so to which vendor, the School District may consider the price and such other factors relating to each proposal as the School District in its sole discretion, deems to be appropriate.
Awards will be made within a reasonable time after the closing of the RFP. Specifications, information and requirements of this RFP are enclosed.

Dated at Aurora, Colorado the [date] day of [month year].

Joint District 28J of the Counties of Adams and Arapahoe.

_______________________________________
By: Curtis J Humphrey
   Director
I. GENERAL INSTRUCTIONS

1. RESPONSIVE: The RFP will be awarded to the most responsive, responsible respondent(s) as determined by the District based upon the evaluation criteria stated herein. Responsiveness to the RFP will be established only if the RFP meets the following requirements.

2. DUE DATE: All information requested must be completed and submitted by: [date and time to be determined]. If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. One original, one paper copies and a searchable digital copy (i.e. flash drive or CD) of the RFP shall be submitted. Proposals are due to the Aurora Public Schools Purchasing Department, 80 Airport Boulevard, Aurora, Colorado 80011 by T. Proposals will not be publicly opened but the names of each respondent will be read.

3. PROPOSAL FORM: All RFP’s must be signed and sealed in the form intended by the respondent. The sealed envelope must be marked RFP #2830-18 External Management Partner for Lyn Knoll Elementary for Targeted Functions. This sealed bid/proposal must be submitted at vendor’s expense to the Aurora Public Schools Purchasing Department on or before the time and date of the bid/proposal opening. Time and validation will occur in the Purchasing Department. Late bids/proposals will not be accepted. No oral, telephonic, telegraphic or facsimile responses to informal, formal bids, request for proposals or modifications of any bid will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid/proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.

4. COMPLETE RESPONSE: Bidders must respond in each and every area as specified in the RFP documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed, and the proposal must be returned in its entirety. Each participating vendor shall provide all of the information requested and any additional information needed for a clear understanding of how all services will be performed. Accuracy of the proposal is the responsibility of the bidder.

5. PRICES: Prices may not be increased for the term of the contract. If prices decrease during the term of this contract, the successful vendor must notify the district of the lower prices so that all subsequent activity will reflect accurate pricing.
6. **DELIVERY OF SERVICES/PRODUCT:** All proposals shall be quoted **F.O.B. DESTINATION** to the delivery location listed below unless otherwise specified.

Delivery location(s): AURORA PUBLIC SCHOOLS  
15701 E 1st Ave.  
Aurora, CO 80011

7. **PROCESS:** This process is a Request for Proposal/Competitive Negotiation process. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed. All information in the Colorado Open Records Act is a strong presumption for disclosure, merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.

8. **DEVIATIONS:** Any deviation from the specifications **MUST** be noted in detail, and submitted in writing on the Bid Form. Complete specifications must be attached for any substitutions offered. In the absence of a specification deviation statement and accompanying specifications, the Bidder shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder’s name must be clearly shown on each document.

9. **CHANGES:** All changes in the Bid documents made by the District shall be through written addendum and furnished to all bidders. All amendments to a bid submitted by a Bidder, if any, made on or before the bid submission deadline shall be submitted to the District in writing.

10. **COOPERATIVE LANGUAGE:** Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of Bid, the District will contact the successful Bidder and make it aware of the interest by another agency (if any). The successful Bidder and the interested agency will then be able to design the successful Bid around the parameter, i.e., delivery locations and specialty products. Each agency will then establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments.
11. **ALTERNATE PROPOSALS:** Each respondent may submit alternate configuration or solutions. If a respondent submits alternate solutions, all information required in the proposal submission requirements shall be submitted for each solution proposed.

12. **CLARIFICATION:** All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Should the District omit anything from this proposal that is necessary to a clear understanding of its requirements, or should it appear that various instructions are in conflict, the vendor shall secure written instructions from the contact specified below. All requests for clarification or questions regarding the RFP shall be submitted to the contact below by [date and time to be determined]. **All questions regarding the RFP must be submitted in writing via e-mail to: Curt Humphrey at cjhumphrey@aps.k12.co.us**

13. **CONTACT:** All information shall be submitted at the dates and times indicated herein to:

   Curt Humphrey  
   Purchasing Department  
   Aurora Public Schools  
   80 Airport Boulevard  
   Aurora, CO 80011  
   cjhumphrey@aps.k12.co.us

   All contacts regarding this request for proposal during the submittal preparation and evaluation period must be done in writing through the Aurora Public Schools Purchasing Department to the above contacts indicated in paragraph 12 CLARIFICATION.

   **In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.**
II. TERMS AND CONDITIONS

1. ACCURACY: Participation in this proposal shall constitute a contract, which must be fulfilled by the respondent. Accuracy of the proposal is the responsibility of the respondent. Proposal may not be changed after the proposal deadline time and date. No dollar amount change would be allowed, only clarification.

2. TERM: The initial agreement term shall be one year. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and the selected bidder(s) for up to four additional one year periods, for a total five year agreement term.

3. INSURANCE: The respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker’s compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the respondent or his agents. The successful vendor(s) will furnish copies of insurance certificates confirming the following insurance coverage:

   - Commercial general liability with limits of not less than $1 million per occurrence/$2 million aggregate.
   - Professional liability insurance with limits between $2 million per claim and aggregate, if “claims made”, coverage is to be maintained for a period of two years beyond the expiration of this contract or a two-year extended reporting period must be purchased.
   - Statutory workers’ compensation coverage and employer’s liability insurance with limits of not less than $100,000.
   - Comprehensive automobile liability insurance coverage is also required.

All insurance carriers must have an "AM Best" rating of A-VIII or better. The District is to be included as an "Additional Insured" on the commercial general liability. The District must be notified by certified mail at least 30 days prior to cancellation of any insurance policy. Notwithstanding the preceding, the District may waive or modify these requirements. Such waiver or modification shall not be effective unless made in writing executed by an appropriate officer or employee of the District.

4. NONCOLLUSION: By submission of the proposal, the respondent certifies that the proposal has been arrived at independently and submitted without collusion with any other respondent and that the contents of the proposal have not been communicated, to the best of its knowledge and belief, by any
one of its employees or agents, to any person not an employee or agent of
the respondent, and will not be communicated to any person prior to the
official opening of the proposal.

5. GRATUITIES: Vendors are expressly advised that gratuities are not allowed.
District employees may not accept any gift, service, honorarium, stipend or
fee, or use their position for private advantage or personal, financial or
material gain. The District will investigate reported violations. Vendors, whom
the chief financial officer or designee finds to have violated these provisions,
may be barred from doing business with the District. Employees may be
disciplined according to district policy.

6. AWARD: No award shall be made to any person, firm or corporation that is
in arrears upon any obligations to the District, or that otherwise may be
deemed irresponsible or unreliable by the materials management director or
designee. Proposals will be awarded based on the evaluation criteria
established in the documentation. Utilizing the request for proposal process,
the District reserves the right to select the individual/firm that best meets the
needs of the District, taking into consideration supplier qualification, price and
overall capability. The materials management director or designee reserves
the right to waive any technical or formal errors or omissions and reject any
and all bids/proposals, or to make an award, either in whole or in part, by
item, category or total, whichever is deemed to be most advantageous to and
in the best interest of the District. In compliance with the provisions of
Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-
101 and 102, preference shall be given to Colorado labor and to resident
vendors against nonresident vendors to the extent required by those sections.
It is understood and agreed that the District reserves the right to modify
conditions, specifications and prices by mutual agreement with the selected
vendor.

7. RESIDENT BIDDER PREFERENCE: Reciprocity is mandated by statute.
C.R.S. 8-18-101 states, when a contract for commodities or services is to be
awarded to a bidder, a resident bidder shall be allowed a preference against a
nonresident bidder equal to the preference given or required by the state in
which the nonresident bidder is a resident. The District will apply this statute
to the extent necessary for all solicitations posted on RMEPS.

Any bidder who wishes to be considered a resident bidder shall include with
their bid, proof as defined in CRS 8-19-102 (2)(a) or (b), as follows; "Resident
bidder" means: (a) a person, partnership, corporation, or joint venture which is
authorized to transact business in Colorado and which maintains its principal
place of business in Colorado; or (b) A person, partnership, corporation, or
joint venture which: (I) Is authorized to transact business in Colorado; (II)
Maintains a place of business in Colorado; (III) Has paid Colorado
unemployment compensation taxes in at least seventy-five percent of the
eight quarters immediately prior to bidding on a construction contract for a public project, that he/she meets the definition of 6 resident bidder as defined in C.R.S. Section 24-103-101 (6)(a) or C.R.S. Section 24-103-101 (6)(b).

8. **APPEAL OF AWARD:** Respondents may appeal by submitting, in writing, a detailed request for reconsideration to the District’s Materials Management Director within 72 hours after the recommendation of award has been made, provided that the appeal is sought by the Respondent prior to the District finalizing a contract with the selected vendor.

9. **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.

10. **GOVERNMENT REGULATIONS:** Respondent shall comply with all laws, statutes, ordinances, standards, rules and regulations of all federal, state, municipal and special district governmental authorities that are or may become applicable to any of the services or materials covered under this agreement. Compliance shall also include, without limitation, applicable District policies and records requirements.

11. **TAX:** The District is a political subdivision of the state of Colorado and as such is generally exempt and not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The vendor is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the District. The District will not reimburse these sales or use taxes, nor will any prices be adjusted on account of such taxes. The vendor shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

12. **COMPLIANCE:** The respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this proposal and any services to be provided hereunder. All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this proposal shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, material safety data sheets must be sent with the proposal.
13. **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 therefrom, including, but not limited to, royalties, license fees and attorneys’ fees.

14. **INDEMNIFICATION:** The respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the vendor, its servants or agents. To this extent, the vendor agrees to furnish adequate public liability and property damage insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

15. **HOLD HARMLESS:** The respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid/proposal.

16. **INDEPENDENT CONTRACTOR:** The respondent is an independent contractor, and nothing herein contained shall constitute or designate the respondent or any of its employees or agents as agents or employees of the District.

17. **EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

18. **CANCELLATION:** The contract may be terminated by either party by giving written notice to the other party no later than 90 calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for six calendar months. If either party is in breach of the terms of the contract, the six calendar month provision may be waived and contract may be terminated by giving thirty days written notice. Under no circumstances will any damages be paid as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals for the period of five years. The District reserves the right to cancel the contract if it finds that one or more of the company’s Principals is classified as suspended/debarred on the Excluded
19. **APPROPRIATIONS:** Any and all obligations of the District under this agreement are subject to annual budgeting and appropriation by the District.

20. **FORCE MAJEURE:** No default, delay, or failure to perform by either party shall be considered a default, delay or failure to perform, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, acts of terrorism, embargoes, fire, earthquake, hurricanes or other severe weather conditions, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

21. **UNDOCUMENTED WORKERS:** The District will not enter into or renew a contract for services with vendors/contractors who knowingly employ or contract with undocumented workers to perform work under the contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all contracts and purchase orders awarded by the District will contain the following certification:

   The vendor/contractor shall not knowingly employ or contract with an undocumented worker to perform work under this contract, or enter into a contract with a subcontractor that fails to certify to the vendor/contractor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this public contract.

   The vendor/contractor has verified or attempted to verify through participation in the United States Citizenship and Immigration Services’ Basic Pilot Employment Verification Program (hereinafter referred to as the “basic pilot program”) that the vendor/contractor does not employ any undocumented worker. If the vendor/contractor has not been accepted into the basic pilot program prior to entering into this contract, the vendor/contractor shall apply to participate in the basic pilot program every three months until the vendor/contractor is accepted or the contract for services has been completed, whichever is earlier. The vendor/contractor shall not use the basic pilot program to undertake pre-employment screening of job applicants while the contract is being performed.
If the vendor/contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an undocumented worker, the vendor/contractor shall:

a. Notify the subcontractor and the District within three days that the vendor/contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the undocumented worker, except that the vendor/contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

The vendor/contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “department”) made in the course of an investigation that the department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If the vendor/contractor violates the provisions of this section, the District may terminate the contract for breach and the vendor/contractor shall be liable for actual and consequential damages.

22. CRIMINAL RECORD VERIFICATION: Successful respondent/vendor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.
GENERAL INFORMATION

Aurora Public Schools

External Management Partner for Lyn Knoll Elementary for Targeted Functions
RFP #2830-18
Due: [Date and time to be determined]

The Adams-Arapahoe School District 28J (Aurora Public Schools) is soliciting proposals from qualified firms to serve as an external management partner to partner with Aurora Public Schools in managing targeted functions for Lyn Knoll Elementary School in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

All costs incurred in preparing proposal shall be the responsibility of Offerors.

Aurora Public Schools (APS) is currently the fifth largest school district out of 178 public school districts in the State of Colorado. It is located in Aurora, Colorado, the 56th 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 335,000 covering nearly 144 square miles. There are 64 schools in the district: (4) preschools, (26) elementary schools, (6) P-8/K-8 schools, (6) middle schools, (1) 6-12 academy, (5) comprehensive high schools, (1) online high school, (3) Pilot schools, (1) vocational/technical college, (1) gifted and talented K-8 school, and (9) charter schools. The 2017-2018 total enrollment is 40,920 students.
PROJECT INFORMATION

1. OVERVIEW
Aurora Public Schools (APS) is currently the fifth largest school district out of 178 public school districts in the State of Colorado. It is located in Aurora, Colorado, the 56th 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 335,000 covering nearly 144 square miles. There are 64 schools in the district: (4) preschools, (26) elementary schools, (6) P-8/K-8 schools, (6) middle schools, (1) 6-12 academy, (5) comprehensive high schools, (1) online high school, (3) Pilot schools, (1) vocational/technical college, (1) gifted and talented K-8 school, and (9) charter schools. The 2017-2018 total enrollment is 40,920 students.

After several years of improvement, APS earned its way off the State’s Accountability Clock at the conclusion of the 2016-17 school year. APS leadership is proud of the district’s improvement and wants to continue its aggressive approach to improving the district’s schools and accelerating our progress.

Under the state accountability system, Lyn Knoll was designated as being in Turnaround for the 2017-18 school year. Based on needs identified in an external audit, a Joint Steering Committee Site Visit, and a self-study, APS has recommended to pursue engagement with an external management partner to partner with the school district to manage targeted operations at Lyn Knoll, aligned with one of the state’s five identified turnaround strategies in SB 09-163.

After several years of record-setting increases, (average increase of 2.27% each year from 2010-2015), the district’s enrollment has experienced two consecutive years of decreased enrollment with an average decline of 1.56% over the last two years), with particular declines experienced in some concentrated areas of the district.

1.1 PROJECT BACKGROUND
Pursuant to the APS recommendation regarding Lyn Knoll's turnaround status, APS is seeking an external management partner who would partner with the district and school regarding the management and implementation of targeted turnaround strategies at Lyn Knoll. Under this partnership, APS will maintain management of operations of Lyn Knoll. The external management partner would manage functions related to:

- Instructional Design and Implementation
- Professional Learning and Development
- Family and Community Engagement, including engagement of existing families and recruitment of new families to Lyn Knoll.
APS and the external management partner would partner around selection of the new principal, as well as filling any vacancies for additional staff; curriculum; and school marketing to support recruitment.

Goals:
- To have conditions in place for implementation of a turnaround strategy.
- To rapidly move Lyn Knoll out of designation on the state’s Accountability Clock and sustain improvement, with specific goals related to:
  - Improved student achievement and growth
  - Increased student engagement (attendance, behavior)
  - Enhanced Family and community Engagement
  - Rigorous content and strong instructional practices

Expectations:
- Implementation of a turnaround strategy should yield identified results within two years of full implementation.

Timeline and Expectations
- APS anticipates the engagement beginning in Spring of the 2017-18 school year to conduct a diagnostic review and engagement planning to set the stage for full implementation for the 2018-19 school year.
- Vendors should include a plan for up to 4 years to include planning during the 2017-18 school year and up to three years of implementation of turnaround strategies related to the external management partner’s targeted management areas.
- Monitoring support would begin with the start of plan implementation and take place at least monthly throughout the term of the project.

2. SCOPE OF WORK

2.1. STATEMENT OF NEEDS AND PRIORITIES
The following needs have been identified at Lyn Knoll through an RMC audit and diagnostic review conducted in October 2015, Joint Steering Committee Site Visit November 2017, Self Study November 2017:

Need for:
- Implementation of consistent vertical and horizontal collaboration, planning and articulation.
- Data teams and Professional Learning Communities (PLCs), sharpened focus on assessment practices and responses.
- Framework for and support of data-driven instruction strategies to raise teachers’ awareness of and planning for more rigorous and appropriate grade-level academic rigor for students at every level.
• Defined process and structure to ensure consistency in instructional practice and the expectations.
• Strategies for differentiated instruction, interventions, increased depth of knowledge, critical thinking opportunities for students.
• Classroom management strategies for on-task behaviors.
• Linguistic strategies/language development opportunities across all classrooms.
• Family and community engagement, involvement and communication.
• Regular, frequent, ongoing professional development intentionally aligned with student needs.

In response to those identified needs, APS has identified three areas as being necessary and foundational to successful school turnaround for Lyn Knoll Elementary School. Through a formal planning process, the external management partner is expected to assess the school’s needs in each of these areas and develop plans to strengthen performance and effectiveness in each area. Accordingly, APS is seeking proposals from prospective partners with proven track records in providing and/or supporting the development and implementation of interventions aligned to the following areas:

1. **Instructional Design and Implementation:**
   • Review and assess existing instruction and assessment tools, resources, structures, etc.
   • Develop and implement an instructional plan based on needs assessment that ensures rigorous content, vertically and horizontally aligned curriculum and instruction, use of data-driven instructional strategies, and strong teaching practices for culturally and linguistically diverse learners.
   • Develop and implement a process to ensure consistency in instructional practice and sharpened focus on use of data.

2. **Professional Learning and Development:**
   • Develop professional learning and coaching for school leadership team.
   • Develop and implement a system of professional learning and development for leadership team, teachers and paraprofessionals aligned to identified needs and instructional design, including strengthening:
     • content knowledge aligned to state standards
     • data cycles and assessment literacy
     • strategies for differentiating instruction
   The system should include job-embedded professional learning through coaching and professional learning communities.
   • Build internal capacity of leadership team and teachers to create a culture of professional growth and practice.
   • Develop an induction program for new educators.
3. Re-engage Family & Community Partnerships:
   - Identify and implement new strategies for engaging families and staff in the school, including through the school accountability committee
   - Develop marketing and outreach programs to increase student enrollment.

Additionally, the external management partner would partner with the district on selection and onboarding of a new school leader and curriculum decisions.

3. REQUESTED VENDOR INFORMATION

3.1 Organizational Background: Provide a brief organizational background and history including duration of time your organization has been providing services similar to those described in this RFI.

3.2 Description of Service Model and Approach: Describe your model and approach to school turnaround and/or supporting the specific targeted operations outlined above, including detailed descriptions of the services that your organization provides to support schools in raising student performance and closing achievement gaps. The vendor should also include details on any potential flexibilities or autonomies it anticipates needing to fully execute management of its targeted areas.

3.3 Experience Managing and Supporting School Turnaround: Describe and provide examples of your organization’s experience serving as a turnaround partner for low-performing schools and/or supporting the specific targeted operations outlined above. Please include examples of how your organization has worked collaboratively with other partners, school districts, state education agencies and unions to achieve desired outcomes in schools.

Please include:
   - A list of schools and/or districts that you have supported
   - Data that provide evidence of the effectiveness of your support
   - A summary of key goals and how success was measured in similar engagements

3.4 References to verify expertise and effectiveness.

3.5 Staffing Model: Provide an overview of your staffing model and a short narrative detailing the roles of key staff involved in your current turnaround partnerships. Also, please provide the current capacity of your organization.
4. SUMMARY OF VENDOR’S PROPOSAL
Vendors must provide a comprehensive summary of the services they are prepared to provide to APS and Lyn Knoll Elementary School and the associated costs.

4.1 EXECUTIVE SUMMARY
Vendor must describe in brief general terms how it will provide any or all services to implement the turnaround model in this RFP.

4.2 SUPPORT DESCRIPTION
Vendor must describe in detail how it will provide each support under the scope of work it is qualified and prepared to deliver to APS and Lyn Knoll Elementary School. The vendor should also include details on any potential flexibilities or autonomies it anticipates needing to fully execute management of its targeted areas.

4.3 REFERENCES
Vendor must provide references to verify expertise and effectiveness.

4.4 PROJECT TIMELINE
Vendors must submit a preliminary timeline for each proposed activity detailed above and include the number and types of anticipated contacts that will occur between the school and/or district. The timeline should cover activities beginning in March 2018 relating to needs assessment and planning and outline the project timeline for each of three years of full implementation.

4.5 BUDGET
Vendors must submit an estimated cost/budget for administration and implementation of each selected turnaround models they are proposing to provide.
SAMPLE CONTRACT

TITLE OF CONTRACT
RFP #

AGREEMENT

This agreement, made and entered into effective the __________ day of __________, 20__ by and between Aurora Public Schools, whose mailing address is 80 Airport Blvd., Aurora, CO 80011, hereinafter referred to as the “District”, and __________________________, whose mailing address is __________________________, hereinafter referred to as “Contractor”.

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **Scope of Services:** The Contractor agrees to provide goods and/or services as set forth in Exhibit A hereto which is incorporated herein by this reference. In the event of any inconsistency between the provisions of this Agreement and the Scope of Services set forth in Exhibit A, the provisions contained within this Agreement shall control.

2. **Effective Date and Duration:** This Contract shall become effective on __________, or the date this Contract is fully executed and approved as required by applicable law. The obligations to be performed pursuant to this Agreement shall be initiated no later than __________ and shall be completed no later than __________, 20__. The initial agreement term shall be one year. The parties may renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and Contractor.

3. **Cancellation:** Either party may terminate this Agreement at any time for a material breach with 10 business days written notice being provided to cure an alleged breach. After this Agreement has been in effect for six months, either party may terminate this agreement upon 30 days written notice to the other party for any or no reason. In the event of termination any commissions owed shall be promptly paid; provided however, that under no circumstances will any damages be paid solely as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals with the school district for the period of five years. The District reserves the right to cancel the contract if it finds that one or more of the company’s principals is classified...
as suspended/debarred on the Excluded Parties List System (EPLS) website.

4. Compensation:

a) In consideration of the obligations to be performed pursuant to this Agreement, the District agrees to pay Contractor ____________ Dollars ($______.00) per __________. Maximum compensation shall not exceed ________________ Dollars ($_____.00), except as provided in subsection (b), herein. The District shall provide no benefits to Contractor other than the compensation stated above.

b) If additional work is necessary, as determined by the District, the District shall pay the Contractor for additional work according to the unit prices set forth in Exhibit A. If the additional work is not covered by Exhibit A the parties shall, prior to the work being done, agree in writing as to (a) the nature, scope and timeline of the additional work; and (b) the price for the additional work.

c) The Contractor shall submit invoices monthly for services performed and expenses incurred during the prior month. Payment will be made to the Contractor within thirty (30) days of the District’s receipt of the approved invoices.

5. Independent Contractor: The obligations to be performed by Contractor are those of an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees as agents of the school district or any of its Board members or any of its employees.

6. Insurance & Indemnification: Contractor agrees to indemnify, defend and hold the District (and its directors, officers, officials and employees) harmless from suits, claims, expenses (including attorney’s fees) or actions of any kind, including worker’s compensation claims, related in any way to the work done for the school district by Contractor or its agents; provided however that this obligation shall not be enforced where the party being indemnified engaged in willful misconduct. Contractor must furnish original insurance certificates confirming the following insurance coverage:

- Commercial general liability with limits of not less than $1 million per occurrence/$2 million aggregate. In addition, evidence of cyber coverage in the amount of no less than $500,000 shall be provided;
- Professional liability insurance (which shall protect Contractor, its officials, officers, directors, employees, contractors, volunteers and agents from claims which may arise from services performed under this Agreement, whether such services are performed by Contractor, by the District, its officials, officers, directors, employees, contractors or agents or by anyone directly or indirectly employed by any of them) with limits between $2 million per claim and aggregate, if “claims
made”, coverage is to be maintained for a period of two years beyond
the expiration of this contract or a two-year extended reporting period
must be purchased.

- Statutory workers’ compensation coverage and employer’s liability
  insurance with limits of not less than $1 million.
- Comprehensive automobile liability insurance coverage is also
  required.

The District must be included as an "Additional Insured" on the commercial
general liability.

The company which writes the insurance (or bond) for Contractor must carry a
rating of “A” or better as rated by Moody’s or A.M. Best Company.

Either party shall have the right, during the Term from time to time, to request
copies of certificates of insurance and/or other evidence of the adequacy of the
above insurance coverages.

7. Undocumented Workers: The Contractor certifies that the Contractor shall
comply with the provisions of Section 8-17.5-101 et seq., C.R.S. The
Contractor shall not knowingly employ or contract with an illegal alien to
perform work under this Agreement or enter into an agreement with a
subcontractor that knowingly employs or contracts with an illegal alien.
The Contractor represents, warrants, and agrees that it has confirmed the
employment eligibility of all employees who are newly hired for
employment to perform work under the Agreement through participation in
either the E-Verify Program or the Department Program described in
Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-
Verify Program or the Department Program procedures to undertake pre-
employment screening of job applicants while the public contract for
services is being performed. If the Contractor obtains actual knowledge
that a subcontractor performing work under this contract knowingly
employs or contracts with an illegal alien, the Contractor shall: (i) notify
the subcontractor and the District within three days that the Contractor has
actual knowledge that the subcontractor is employing or contracting with
an illegal alien; and (ii) terminate the subcontract with the subcontractor if
within three days of receiving such notice, the subcontractor does not stop
employing or contracting with the illegal alien, unless the subcontractor
provides information to establish that the subcontractor has not knowingly
employed or contracted with an illegal alien. The Contractor shall comply
with all reasonable requests made in the course of an investigation by the
Colorado Department of Labor and Employment. If the Contractor fails to
comply with any requirement of Section 8-17.5-102(2), C.R.S., the District
may terminate this Agreement for breach and the Contractor shall be
liable for actual and consequential damages to the District, even in the
absence of gross negligence or willful misconduct. If Contractor
participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

a. If Contractor operates as a sole proprietor, Contractor hereby swears or affirms under penalty of perjury that Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 et. seq., C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the commencement of services.

8. Assignment and Subcontractor: The duties and obligations of the Contractor shall not be assigned, delegated, nor subcontracted without the express written consent of the District. Any subcontractor, assignee or delegatee consented to by the District shall be subject to the requirements of this Agreement. The Contractor shall remain responsible for the delivery of services as set forth in this Agreement and for the performance of any subcontractor.

9. Compliance with Laws: The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

10. Law, Venue and Arbitration: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial before the Courts of the State of Colorado, or the United States District Court for the District of Colorado or, if neither of such courts shall have jurisdiction, then before any court sitting in Arapahoe County, Colorado having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process as provided by law. In addition, at the option of either party, any dispute related to this Agreement may be submitted for expedited arbitration under the auspices of, and in accordance with the then-current procedures of, the American Arbitration Association. Such Arbitration shall take place at an appropriate facility within the District at a time and place to be reasonably agreed upon by the Parties.

11. Annual Appropriation: The District’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District’s Board of Directors. The parties acknowledge therefore that this Agreement does not bind the school district beyond the current fiscal year.
11. **Ownership of Work Product:** All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by Contractor (or Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. The District may retain ownership of and may reuse such documents without written verification of Contractor.

12. **Miscellaneous Provisions:**

- **No Waiver of Governmental Immunity:** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the School District of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as now or hereafter amended.

- **Entire Understanding:** This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by written instrument signed by both parties hereto.

- **Savings Clause:** If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

- **Counterparts:** This agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall be deemed one instrument. Facsimile signatures shall be deemed to be the same as original signatures.

13. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail addressed to the following, and shall be deemed given when received:
For Contractor:  Name of Company  
ATTN: Name  
Address  
City, State Zip  

For District:  Aurora Public Schools:  
ATTN: Curt Humphrey  
80 Airport Blvd.  
Aurora, CO 80011  

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. Prior Approval Required: This Agreement shall not be deemed to be legally executed unless the following approvals have been obtained:

- Goods or services which have an instructional component or impact must be approved by the applicable Director of Student Achievement.
- Any purchase of technology, including either hardware or software, must be reviewed and approved by IT prior to execution.
- Approval by the APS Board of Directors is required for all agreements of $750,000 and above.

15. Contractor shall:

- Make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- Not permit any lien or claim to be filed or prosecuted against APS on account of labor or material furnished.
- Pay to the Department of Revenue all sums withheld from employees pursuant to Colorado law.

16. Background checks: Contractor agrees that each person who will perform work under this agreement and interact with district students will be subjected to a criminal background check by the District similar to that which the District is legally obligated to perform on any new employee. Contractor agrees to provide the District with a signed release by which each employee authorizes such background check. If, as a result of the background check, the District does not wish an individual to serve under this contract, contractor agrees to the extent possible, to furnish another person within one (1) week. If such permanent replacement cannot be located within one week, contractor can fill the position with a substitute
until a permanent employee can be retained, provided that a permanent replacement must be found within six (6) weeks.

For contractor employees who do not interact with District Students Contractor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

17. 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.

18. Equal Opportunity: In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

19. Time is of the Essence. Contractor agrees that time is of the essence in completing the terms of this Agreement.

This Agreement is made this _____ day of ____________, 20__.

CONTRACTOR:
Certification Regarding Debarment and Suspension
Prospective participant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Certification Regarding Lobbying Activities
The undersigned certifies, to the best of its knowledge and belief that:
No federal appropriated, or any other funds have been or will be paid on behalf of the undersigned, 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.

________________________________________
Signature of Authorized Certifying Official

________________________________________
Title

________________________________________
Applicant Organization

________________________________________
Principal Name

________________________________________
Principal Name

________________________________________
Date