



Request for Proposals:

DPP EVALUATION

DPP Program Evaluator RFP

Issued: July 25th, 2025

**Proposal Submission Deadline: September 23rd, 2025 at 3:00
p.m. MT**

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SECTION I: GENERAL INFORMATION AND BACKGROUND**RFP Summary**

The Denver Preschool Program (DPP) is soliciting professional services for a qualified organization to manage its Evaluation Program described in the sections below. DPP uses the Evaluation Program's evidence-based research to provide evidence and answers to our strategic mission on what drives quality, accessible and equitable preschool for Denver children.

The awarded Evaluator(s) will execute an ongoing comprehensive Evaluation Program that enables DPP to reach our strategic goals, promote equity, provide a better mechanism for data driven decisions, and examine program impact and short- and long-term child outcomes, informed by the following DPP impact research questions:

- What factors drive quality in early childhood education?
- What increases access to quality early childhood education for parents/guardians?
- What actions and programs lead to more equitable outcomes for Denver's early learners?
- What increases the ability of parents/guardians to have choice among quality early childhood education opportunities?
- What early childhood investments can best support positive child outcomes?

The awarded Evaluator(s) will encompass the guiding principles and values as identified in this document.

As a learning organization, DPP strives to be nimble and innovative in improving its programs. DPP is informed by its own data, the latest early learning research, policy changes, input from partner organizations and feedback from participating preschools, families and students themselves. DPP is interested in learning about the impact of its work in the community.

Purpose

This RFP provides prospective Evaluators with sufficient information to prepare and submit proposals for consideration to satisfy the need for expert assistance as outlined in this RFP.

All submissions will be treated equally and evaluated and scored accordingly.

Background

Denver Preschool Program's vision is that every Denver child has equitable access to a strong foundation to thrive in kindergarten and beyond. We are powered by our Mission to transform the future of young children and their families by strengthening and funding the early childhood experience. Thanks to the City and County of Denver voters, DPP, funded by a City sales tax, was founded in 2006, reauthorized and expanded in 2014, and funded permanently in 2023. Since 2007, DPP has provided nearly \$239 million in tuition support to help more than 78,000 Denver children attend the preschool of their family's choice.

DPP is a connector between the City of Denver's funding, preschool providers and the families who need access to high-quality preschool prior to kindergarten. Therefore, it is essential to

understand the effectiveness and implementation fidelity of DPP's overall operations. Equitable access to high-quality preschool/early childhood experiences for every child in Denver is vitally important to ensure that every child has the opportunity to enroll in experiences that will lead to improved child outcomes. During the 2023-2024 school year, DPP provided tuition support for over 4,000 4-year-olds and 400 3-year-olds at 272 preschools in the Denver metro area. More information on DPP's impact on the Denver community can be found on our website <https://dpp.org/about-us-impact/>.

Using data to improve DPP

DPP proactively seeks feedback from participating preschools and parents to help enhance internal operations and better serve the public. DPP strives to keep the community informed, through reports, briefs and presentation to local representatives.

DPP is proud that its almost 20 years of data-driven success is being used to shape the adoption and improvement of government-funded early childhood education programs in the state and across the nation. When it comes to providing Denver's children with the best possible early childhood education, DPP uses data to adapt, learn and innovate their programming. When DPP studies the short and long-term impacts of their programs, they leverage what they learn to make changes that strengthen programs and make them more impactful for providers and families.

DPP's Student Community

DPP is now in its 19th program year and its 18th cohort year. DPP currently tracks outcome data for approximately 78,000 students who attended a DPP preschool.

The Denver Preschool Program provided tuition support to 4,472 children in the 2023-2024 school year. DPP's student population is ethnically/racially and economically diverse. Eighty-three percent of students attended a high-quality preschool program.

DPP's student population in the 2023-2024 program year was 30% Hispanic, 39% White (not of Hispanic origin), 15% Black, and had small percentages of other ethnic groups. Economically, 39% of DPP's students were in the lowest income tier, 20% in tier two, 5% in tier three, 2% in tier four, and 23% in tier five. 11% of beneficiaries opted out of sharing their economic demographic.

DPP's Provider Community

There are approximately 264 participating DPP providers, which can be broken down into three main categories:

- Denver Public Schools
 - 86 participating public schools serving approximately 3,000 DPP enrolled children
- Denver Community Programs
 - 175 participating licensed centers located in the City and County of Denver approximately 1,500 children.
 - 6 Family Child Care Centers serving approximately 10 children.
- Non-Denver Community Programs
 - Located outside of the City and County of Denver (approximately 24 programs serving approximately 40 children).

- Eligible to attend certain DPP professional development trainings.
- Ineligible for the full range of DPP's QI funding support.

SECTION II: DPP's Research Agenda

The Denver Preschool Program is a truly universal program — created to make high-quality preschool accessible to Denver children of all income levels and from every corner of the city. This requires evidence-based research that will advance its operations and practices. The strategic research agenda directs the focus of the evaluation program. The studies that result from the research agenda provides policymakers and practitioners with the guidance they need to improve access to high-quality affordable preschool.

DPP will collect, analyze and synthesize data utilizing an equity lens. Data-driven decision-making is foundational to dismantling inequities. As we work to build equitable early childhood systems, data that offers insights into child well-being will be used to inform DPP's decisions, including but not limited to how to invest resources, where to change or maintain policies or practices, how to develop eligibility criteria, and more.

SECTION III: ADMINISTRATIVE INFORMATION**Contract Duration**

The term of the resulting contract is for a period commencing on January 5, 2026, and ending on December 31, 2028 (encompassing three DPP program years). The initial contract will be for three years, and the requested budgets and scopes of work will be presented annually for each DPP program year from through the following December 31. In this RFP, all Offeror(s) should submit not-to-exceed budgets for each of the three program years.

After the initial three-year contract term, the Denver Preschool Program and the contractor(s) may mutually agree to extend the contract for an additional one-year term ending on December 31, 2029.

Attachment B: Sample Contract includes important DPP contract language to review, including that the final Contract Amount may vary up to the maximum amount according to a modified Scope of Work which may be modified from time to time by DPP based on the amount of tax receipts received by DPP, and the amount budgeted for the approved scope of work by DPP Board of Directors.

The Denver Preschool Program shall also have the unilateral right to terminate the contract at any time if any awarded organization is not meeting their contract obligations. Any awarded organization(s) would receive a notice of corrections and have the opportunity to implement the corrections before the Denver Preschool Program would consider terminating the contract.

Lead Officer

The sole point of contact for purposes of this RFP prior to awarding of any contract is the Denver Preschool Program:

Cristal Cisneros Ed.D.
Senior Director of Evaluation and Impact
305 Park Avenue West, Suite B

Denver, CO 80205
cristal@dpp.org
(720)287-5055 ext.150

Response Options

The Denver Preschool Program seeks to contract with the most qualified and capable Evaluator for this described work. As such, DPP will accept RFP responses as a single entity or partnership to complete the Project described in Section IV: Scope of Work/Requirements. DPP reserves the right to contract with each entity working on the project, rather than allow subcontracting of individual projects. This means that if two entities apply together as a partnership, DPP will enter into separate contracts for the project with the entity that will complete the work. DPP also reserves the right to contract with one or all members of a proposed partnership for a specific project or projects.

The Denver Preschool Program is always interested in working with new and varied organizations. Interested parties are encouraged to explore ways that partnering with another individual or organization may bring new players into the local early childhood environment and, in so doing, contribute to a stronger overall evaluation team.

Responses will be evaluated based on their capabilities. Therefore, it is possible that potential Evaluators may be asked to partner with other contractors to ensure the best results for DPP.

Contract Budget

The maximum budget for this project for January 5, 2026, through December 31, 2026, (12 Months) is estimated to be \$225,570. The budget for years two and three will be based on the tax revenue of the City of Denver, but are forecast to be approximately \$232,337 for year two and \$239,307 for year three. The scope of work may vary from contract year to contract year.

Prospective Evaluators should ensure that proposals are aligned to these budget estimates. As noted in **Section VII: Evaluation and Award**, proposals can receive up to 20 points for the Value of Budget/Proposed Cost. Offerors are encouraged to submit a budget that will provide the highest quality services with the lowest possible cost.

Inquiries

Unless otherwise noted, prospective Evaluators may make email inquiries concerning this RFP to obtain clarification of requirements. All responses will be posted in the “About Us” section of the DPP website at the link below no later than the date specified in **Section IV: Proposal Schedule**. No inquiries will be accepted after the date and time indicated in **Section IV: Proposal Schedule**. E-mail all inquiries to: Dr. Cristal Cisneros, Senior Director of Evaluation and Impact at cristal@dpp.org.

Answers to all inquiries will be posted at the following website by close of business on the date listed in **Section III: Proposal Schedule**: <https://dpp.org/about-us/employment-and-contractor-opportunities>

Pre-Proposal Conference

A Pre-Proposal Conference will be held in person with capability to connect via Zoom on August 26, 2025, beginning at 10:00 a.m. Mountain Time at DPP's office. Participation in the Pre-

Proposal Conference is not mandatory, but all interested Offerors are encouraged to take part in order to better facilitate preparation of their proposals.

Please RSVP by August 8th, 2025 for the Pre-Proposal Conference by emailing cristal@dpp.org. While attendance is not mandatory in order to submit a proposal, an RSVP is required to participate.

Oral Presentations

Offerors may be invited to make oral presentations. These presentations must be presented verbally as well as in writing. Written materials will become part of the Offeror's proposal and are binding if the contract is awarded. Offerors will be notified by 10:00 a.m. MT on Wednesday, October 15th 2025 if an oral presentation is requested. Any requested oral presentation(s) will be scheduled for Tuesday-Wednesday, October 21-22 , 2025.

Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award of this contract, shall be deemed to have accepted the terms of this RFP as well as the terms laid out below.

- **Data Management:**
The Offeror shall maintain that all data collected under this contract is the property of DPP and that no data can be used or transmitted for any purpose without DPP's prior and written approval.
- **Employer's Liability Insurance:**
The Offeror shall maintain Employer's Liability Insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- **General Liability Insurance:**
The Offeror shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. The Denver Preschool Program and the City of Denver must be named as additionally insured on the firm's liability insurance.
- **Worker's Compensation:**
The Offeror shall maintain coverage as required by statute for each of its business locations.
- **Audit Requirements:**
Each year the Denver Preschool Program is required to participate in an independent financial audit of our program. As Evaluator(s) to the Program, the selected Evaluator(s) will be required to have their Denver Preschool Program related operations participate in this audit process. Denver Preschool Program may also conduct on-site audits of files.

SECTION IV: PROPOSAL SCHEDULE

RFP Issued:	July 25, 2025
RSVP for Pre-Proposal Conference:	August 8, 2025
Pre-Proposal Conference:	August 26, 2022 @ 10:00 a.m. MT
Deadline for Inquiries:	September 2, 2025 @ 3:00 p.m. MT
Final Responses to Questions Posted:	on or before September 4, 2025
Proposal Submission Deadline:	September 23, 2025 @ 3:00 p.m. MT
Oral Presentation Notification	October 15, 2025 @ 10:00 a.m. MT
Oral Presentations (if needed):	October 21-22, 2025
Contract(s) Awarded:	November 21, 2025
Contract Negotiation Period:	December 1-5, 2025
DPP Board Review/Approval of Awarded Contract(s) Pending Successful Contract Negotiation(s):	December 16, 2025
Services Launch*:	January 5, 2026

Offeror must submit one proposal on a flash drive, which is marked "RFP DPP Evaluation 2025," and twelve bound hard copies. Proposals, including the electronic version, are to be in either a sealed envelope or box and must be received by the Denver Preschool Program's staff at the listed address no later than 3:00 p.m. Mountain Time on September 23, 2025 in order to be considered:

Dr. Cristal Cisneros
 Senior Director of Evaluation and Impact
 Denver Preschool Program
 305 Park Ave West, Suite B
 Denver, CO 80205
 720-287-5055 ext. 150
cristal@dpp.org

Requests for extension of this date or time will not be granted. Proposals received after the due date and time will not be considered. Proposals may not be submitted by email or fax.

***Transfer of service**

DPP acknowledges that there could be potential overlap if a new evaluator prevails. Because the research requires approvals with the Institutional Review Board (IRB) and other data sharing

agreements, the existing evaluator may fulfill the program year requirements to ensure the continuity of data collection. In the event of a new Evaluator being selected, the previous evaluator will cooperate and coordinate with DPP for the transition of relevant records maintained by the previous evaluator in connection with the Denver Preschool Program. Please note that portions of the scope identified by the RFP and the corresponding budget may be delayed to accommodate the overlap.

SECTION V: SCOPE OF WORK / REQUIREMENTS

DPP is seeking proposals from qualified Offerors to support DPP in their Evaluation efforts. The vision for DPP's work is to nurture and sustain positive provider relationships and a high quality network of providers whose work results in improved child outcomes. In order to do this successfully, DPP gathers ongoing data to inform its future decisions around programming, design, provider support, etc., and ensure DPP's programs are effective.

The awarded Evaluator's primary responsibility will be implementing and managing DPP's Evaluation Program. Evaluation contractors also provide information to the DPP Evaluation Committee that ensures contracts are properly underway and assesses scope of work progress. Collaboration and open communication with the DPP Evaluation Committee is imperative to ensure DPP decisions are grounded in accurate data and findings.

Universal Project Expectations:

Please describe in your response how your organization will meet each universal expectation.

Data Reporting & Retention Expectations

- Collaboration: If separate contracts are awarded for different projects, it is expected and required that the contractors work collaboratively when relevant as both projects rely on the same sets and sources of data for some elements of each project. This includes the sharing of data obtained from partners of the Denver Preschool Program.
- Working in conjunction with the Denver Preschool Program, Evaluator establishes and maintains a sophisticated electronic data storage system. Data from this system must be readily transferable and easily synced with DPP's systems such as excel/cvs files with needed data fields. Additionally, in the event the Denver Preschool Program, as is its intent, is able to establish a central repository for all of its data, Evaluator must demonstrate a willingness to participate in this repository and contribute all DPP-related data accordingly.
- Evaluator ensures that all data and documents associated with Denver Preschool Program are stored in a safe and secure manner and in such a way as to maintain any necessary confidentiality protocols.
- Evaluator maintains a system to submit to the DPP all mutually agreed upon monthly information by established deadlines. Evaluator also ensures adequate staffing is in place to respond to ad hoc DPP data requests in a timely fashion.
- Any data collected and data systems created, as well as reports in preliminary and final form created in fulfillment of this project will remain the exclusive intellectual property of the City and County of Denver and the Denver Preschool Program.
- Evaluator will provide accurate, updated, searchable data in a format compatible with DPP systems and designed with the flexibility to make adjustments during the project.
- Evaluator must commit to cooperating and working with the DPP and any of its designated contractors in the ongoing evaluation and refinement of both this project and

the Denver Preschool Program in general. This includes, but is not necessarily limited to, the open and timely sharing of all associated data.

- The language of deliverables and recommendations must be comprehensible to a broader audience.
- Evaluator must adhere to DPP's branding guidelines described in Attachment D in all communications and documents distributed outside of DPP.
- Any Evaluator staff must immediately notify DPP and the child care licensing department at the Colorado Department of Early Education, of any child care licensing violations observed during completion of DPP Evaluation activities.
- Evaluator will establish and maintain a clearly defined protocol for responding expediently and appropriately to any inquiry from DPP staff.
- Key Evaluator staff attend meetings with DPP staff at least once per month.
- Key Evaluator staff attend an additional meeting with DPP and all Evaluation contractors at least once quarterly, and potentially more frequently as needed.
- The awarded Evaluator for each Project will have a contract directly with DPP to implement the Scope of Work.
- Evaluator establishes a photo-based employee identification system for employees who will enter preschool facilities to ensure standards of professionalism and safety are consistently maintained in the field and in the broader community.
- Evaluator, at its own expense, conducts all necessary background checks for project personnel and ensures relevant documentation is secured and maintained. The Evaluator must be able to produce this documentation upon request for timely review.
- Evaluator must disclose any potential and actual conflicts of interest related to working with DPP on these projects.
- Evaluator develops and maintains a clearly defined protocol for identifying and addressing any possible employee performance issues.
- *Additional Staffing Considerations:* The Denver Preschool Program serves a diverse population of both students and providers. We are looking for an Evaluator that is able to respond appropriately to this reality. Specifically, priority will be given to Evaluators that sufficiently demonstrates that it can assemble a team that can communicate, at minimum, in both English and Spanish so that most DPP Providers and students can be communicated with in their primary or preferred language. The Evaluator should also be able to demonstrate that it has assembled (or will assemble) a team that has the collective experience and cultural competence to deal effectively and respectfully with the various cultures, curricula, and provider settings that exist throughout the Denver Preschool Program network.
- DPP is interested in learning what steps it can and should take to enable the possibility of continuing to track its cohorts after high school and well into their adult lives. Please share any thoughts on integral steps DPP must be making now to lay the groundwork for long term data analysis.
- Evaluators must ensure research and evaluation champion diversity, equity, and inclusion efforts informed by DPP's equity statement and commitments (Attachment D) through the use of research methods grounded in equity principles including, but not limited to, the known research tools such as QuantCrit (Gillborn et al., 2018)
- DPP has gone through extensive planning and has done the work create a strategic vision (Attachment C) that will guide DPP's Board, Staff and stakeholders, in order to evaluate and understand how DPP is meeting its strategic vision. Successful evaluators will develop evaluation proposals that measure: How the goals and objectives outlined in the strategic vision are being met by the organization.
- Be responsive to any potential state-mandated universal preschool evaluation requirements that would impact how DPP will be required to assess programming and

outcomes.

Project III: DPP Program Evaluation

DPP is a connector between the City of Denver’s funding, preschool providers and the families who need access to high-quality preschool prior to kindergarten. Therefore, it is essential to understand the effectiveness and implementation fidelity of DPP’s overall operations. Equitable access to high-quality preschool/early childhood experiences for every child in Denver is vitally important to ensure that every child has the opportunity to enroll in experiences that will lead to improved child outcomes. Equally important is that families have options available to them without barriers to pick a setting that is best suited for their child and families’ needs. Every family wants a high-quality setting yet the burden to find a high-quality setting is often passed on to the family. We recognize that it is not the burden of the family but rather it is on programs like DPP and their partners to build an ECE ecosystem that makes high-quality programs readily available to families in their own neighborhoods or wherever they choose to send their child. As such, DPP seeks an Evaluator to help understand:

Objectives

- To assess how DPP’s operational systems (e.g., enrollment, outreach, customer service, tuition credit calculation, and technology tools) impact families’ access, understanding, and satisfaction.
- To identify gaps and opportunities for improvement within DPP’s operations, especially in relation to equitable access and experience for historically marginalized communities.
- To co-develop, with community members, data-informed and equity-driven recommendations for enhancing operational effectiveness.
- To identify and report operational trends, access issues, and disparities by geographic area to inform place-based decision-making.

Key Activities

1. **Collaborative Evaluation Design**
 - Partner with DPP staff and community advisors to co-create evaluation questions, priorities, and methods that reflect the lived experiences of families.
 - Employ a community-based action research (CBAR) approach that shares power with community stakeholders in both design and implementation.
2. **Family and Community Engagement**
 - Facilitate a minimum of **8-10 focus groups** with a diverse cross-section of families enrolled or previously enrolled in DPP.
 - Create and disseminate a family wide survey consisting of 5-10 questions in the spring.
 - Include families from a range of backgrounds, including those who speak languages other than English, families with children with disabilities, immigrant and refugee families, and families living in under-resourced neighborhoods.
 - Provide culturally responsive facilitation, language access, and compensation for participants.
3. **Family Survey Design and Deployment**
 - Design and distribute a family survey to collect broader input on DPP’s operations, accessibility, communication, and customer experience.
 - Analyze survey responses by geography (e.g., neighborhood, zip code, council district) to surface spatial patterns and equity gaps.
 - Collaborate with DPP to identify strategic opportunities for using geographic

findings to inform outreach, enrollment, and operational priorities.

4. Equity-Centered Analysis

- Conduct thematic analysis of focus group data through an equity lens, examining experiences of inclusion, exclusion, access, and trust.
- Triangulate qualitative insights with relevant DPP operational data (e.g., enrollment trends, application completions, customer service metrics).

5. Capacity Building & Community Feedback

- Share preliminary findings with community focus group participants and other stakeholders to validate interpretations and refine recommendations.
- Facilitate at least one **community feedback session** and one **DPP staff learning session** to support organizational learning and capacity-building.

6. Reporting & Dissemination

- Submit an interim memo with early insights for internal use.
- Develop a final report that includes:
 - Executive summary
 - Key findings
 - Community-informed recommendations
 - Methodology
 - Appendices with de-identified qualitative data excerpts
- Prepare a brief slide deck and/or infographics for broader sharing with families, partners, and stakeholders.

Opportunities for Future Innovation (Years 2 and 3)

DPP is committed to continuous learning and is open to culturally responsive, community-centered, and equity-enhancing approaches in future phases of this evaluation. While this RFP outlines expectations for Year 1, DPP invites proposals to include optional ideas or approaches for **Years 2 and 3**, which may include but are not limited to:

- Deepened stakeholder engagement through participatory design sessions or co-creation labs i.e. “family dinners”
- Implementation of localized or neighborhood-specific data dissemination and discussion forums
- Iterative feedback loops that involve families, providers, or community partners in real-time solution-building
- Use of creative data visualization, storytelling, or digital tools to share findings and mobilize action
- Collaboration with community-based organizations or trusted messengers to amplify family voice and increase uptake of operational improvements

DPP values bold, equity-forward thinking and encourages applicants to propose innovative engagement or evaluation methods that align with our mission and the needs of Denver’s diverse families.

Project III Response

Successful evaluators will describe in detail:

- Background and Justification to conduct the research and/or evaluation
- Approach – including methodology, proposed sample size and strategies to accomplish each research question
 - Detailed approach on how to recruit “hard to reach families”
 - How they will establish trust with Denver families
 - Ensuring the survey design and focus group protocols meet the needs of families

- Analytic Plan – details on how evaluators will conduct analyses, power analyses (when relevant) and include experience and ability to analyze data in order to answer each research question
- Suggestions for what additional research questions and methodologies should be explored by DPP
 - Mock survey for DPP and non-DPP families
- Staffing model – the required staffing to address each research question that highlights staff experience in each of the above topics, all personnel the Evaluator deems necessary to ensure accurate and timely completion of all Project III activities, including identifying a Project Manager who:
 - Is the main point of contact between DPP and selected Evaluator
 - Is available to communicate with DPP on a regular and reliable basis
 - Oversees all personnel connected with implementation of Project III
 - Is responsible for ensuring all reporting requirements are satisfied, all deadlines are met, and all necessary policies and procedures are developed and maintained

Report/Brief Development

Successful evaluators will be expected to work with DPP and its communications team to develop briefs and reports as needed, including but not limited to annual reports on results and findings of studies and accompanying briefs. Evaluators are also expected to report annually to the DPP Board of Directors.

Reports and briefs should create meaningful and engaging dissemination avenues. DPP's stakeholders and community members who are impacted most by DPP must be able to understand any report or brief that is created. Evaluators are encouraged to find compelling ways to tell the story behind the numbers so that the data are meaningful to the communities DPP serves.

Budget Note: Budget response should detail staffing, data management and administrative costs associated with Project III activities.

Oversight

The awarded Evaluator for Project III will provide reports to and be overseen directly by DPP's Senior Director of Evaluation and Impact.

SECTION VI: RESPONSE FORMAT

Proposals must be single spaced, in Times New Roman, 12-point font, with standard formatting. To standardize the format of all proposals, Offerors are required to respond to **SECTION IV: SCOPE OF WORK / REQUIREMENTS** in the order given. All responses will include the following:

- Cover Sheet: Include the name of the firm, contact information, the presence of any Denver office, proof of designation as a single entity or a partnership, and proof of any of the following classifications: Minority Business Enterprise (MBE)/Women Business Enterprise (WBE)/ Disadvantaged Business Enterprise (DBE).
- Table of Contents.
- Executive Summary: Include a summary of the contents of the RFP which provides a broad understanding of the entire proposal.

- Vendor's Certification Page (Attachment A): The Offeror MUST sign the Request for Proposal Vendor's Certificate Page. The individual signing on behalf of the Offeror MUST be the Vendor (if the Vendor is an individual or sole proprietor) or an officer, manager, partner or other person legally authorized to bind the Offeror to their proposal.
- Contract Terms Acceptance (Attachment B): A statement that the Offeror will, in substance, accept the terms of the DPP contract included with the proposal. Comments, or requests for changes with regard to the contract terms and conditions must be included with the proposal. The willingness or ability of DPP to accept or negotiate such suggested changes will be considered on a case-by-case basis. If a proposal contains requests for contract modifications, the decision to reject, accept, or further negotiate requested changes will be at DPP's discretion. IF YOUR COMPANY NORMALLY SEEKS LEGAL REVIEW OF CONTRACT TERMS, THIS PROCESS SHOULD OCCUR PRIOR TO PROPOSAL SUBMISSION.
- Price Guarantee: A statement that any submitted response and costs will remain valid for one hundred eighty (180) days after the proposal due date or until the contract is executed, whichever comes first.
- Qualifications/Experience: Include corporate information (history, financial stability, length of time in business, and areas of specialty, for the primary Evaluators and for any subcontracting organization/partner) and organizational qualifications and experience (previous and/or existing clients and similar project examples with contact information).
- Universal expectations. Please provide responses to each universal expectation.
- Methodology/Work Plan: Include a detailed plan for developing and managing the scope of work including:
 - A clear and concise description of how the DPP evaluation program values will be incorporated into this work,
 - A clear and concise response describing in detail competencies, methodology/approach, proposed sample size and strategies to address each research question described in the Project(s) detailed above,
 - A clear and concise description of the plan to staff and manage responsibilities identified within the scope of work. Include discussion of training, ongoing staff support, and a continuous improvement plan for processes. Key assumptions, and roles of staff and organizations should be clearly identified,
 - A clear and concise description of data management approach, systems architecture, organizational infrastructure and ongoing management systems that will implement and support the evaluation,
 - Describe the controls in place to prevent unauthorized access to all data collected and stored.
- Measurements: Include a detailed explanation of the proposed instruments, questionnaires, and evaluation approaches as well as recommendations for what additional research questions and methodologies should be explored by DPP and the associated approach/tools.
- Staffing Plan: Include the experience and proposed staffing including biographies of organization leadership, Program Manager for this contract, the staff members who would interface regularly with the Denver Preschool Program staff, families, and preschool providers. Please include a description the proportion of each person's time that will be dedicated to serving the Denver Preschool Program on a full time equivalent (FTE) scale. For example, if a proposed staff member will dedicate 50 percent of their time to DPP, they would 0.5 FTE. If positions are currently unstaffed, please identify the skills as well as the traits you would seek in successful candidates. If subcontracting, employer organization should be clearly identified.
- Catastrophic Event Assurance: The Denver Preschool Program requires assurance of

consistent service in the event of catastrophic events. Given these considerations, please describe how your firm's size is an asset to the DPP. Conversely, what are the risks to the DPP of working with an organization the size of your firm, and how will you manage those risks? Please describe your firm's contingency plan surrounding unplanned loss of key staff.

- Two Letters of Support: Please attach two letters of support for organizations the RFP respondent has completed evaluation work for.
- Value of Budget/Proposed Cost:
 - Line-item budget per project.
 - Line-item budget detailing any development costs, including but not limited to training, equipment, staff and physical plan to complete the Scope of Work.
 - Line-item budget detailing ongoing costs for the Scope of Work.

SECTION VII: EVALUATION AND AWARD

Offerors will be awarded based on proposals that are determined to be most advantageous to the Denver Preschool Program, considering the evaluation factors set forth in this section.

The following criteria will be used in screening, ranking, and the final selection of the chosen Evaluator:

Criteria	Maximum Points
Denver-based Company	5
Understanding of DPP goals, mission, vision and values	10
Staffing Plan	15
Value of Budget	20
Qualifications/Experience	25
Work Plan	25
Catastrophic Event Assurance	Pass/Fail
% of MBE/WBE/DBE Participation	Pass/Fail
TOTAL	100

Proposals will be subjected to a multi-stage evaluation and selection process.

Stage One – Proposal review

The first stage will begin with a review of the response to the RFP.

Proposals not meeting mandatory or minimum requirements will not be considered.

Incomplete proposals may not be considered. Proposals not deemed within the competitive range will not be considered. The Denver Preschool Program may disqualify any Offeror for any reason without explanation.

1. The Denver Preschool Program may choose to ask clarification questions in writing and include the additional information gathered in this process.
2. Evaluation and rating of the responses will be based on:
 - a) Information provided by the Offeror in their response
 - b) Information provided by the Offeror in response to Denver Preschool Program clarification questions
 - c) Total cost to the Denver Preschool Program
 - d) Organization and completeness of response to expedite evaluation

A short list of proposals will move into the next stage of the evaluation.

Stage Two- may consist of an on-site demonstration or presentations (zoom accomadation can be made for participants unable to attend in person), by the Offeror, to allow the Denver Preschool Program learn more.

The Denver Preschool Program may (at the evaluation committee's sole discretion) request an oral presentation of proposals in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award). Presentations and site visits will be at the Offeror's expense.

The Denver Preschool Program will schedule these presentations for the purposes of:

- Allowing the Offeror an opportunity to present its proposal to the evaluation committee;
- Allowing the Offeror an opportunity to demonstrate its background and capabilities in providing the requested services;
- Allowing the Denver Preschool Program an opportunity to obtain further clarification of proposal aspects and attempt to resolve any uncertainties;
- Resolving suspected mistakes by calling such perceived errors to Offeror's attention without disclosing information concerning other Offerors' proposals; and
- Allowing the Denver Preschool Program an opportunity to ask specific questions of the Offeror regarding its proposal.

Stage Three – References

References may be checked to address issues raised during the demonstrations, interviews, and trial period or to answer detail questions not yet resolved.

Stage Four - Best and Final Offer

The Denver Preschool Program may, at its sole option, either accept an Offeror's initial proposal by award of a contract or enter into discussions with Offeror(s) whose proposal(s) are likely to be considered for award. The Denver Preschool Program will not disclose any pricing information from competing Offerors' proposals.

The Denver Preschool Program may invite Offeror(s) to submit a "Best and Final Offer" to the Denver Preschool Program for consideration. Best and Final Offers will be made at the Offerors' expense. After receipt and review of the Best and Final Offers, the Denver Preschool Program will determine the successful Offeror.

Offerors should prepare the written proposal without the assumption that an opportunity for a Best and Final Offer will be made available, and their most favorable proposal should be submitted as their initial written submittal.

SECTION VIII: SPECIAL CONSIDERATIONS

- The RFP does not commit the Denver Preschool Program to procure or award a contract for all or any portion of the scope of work described.
- The Denver Preschool Program reserves the right to negotiate the contract terms related to payment, scope of work, staffing, timeline and performance of the work tasks,

- including the right to award based on the response to the most qualified Offeror.
- The Denver Preschool Program remains the sole owner of all data collected under this contract.
 - The Denver Preschool Program reserves the right to reasonably request additional information or clarification of information provided in the RFP without changing the terms of the RFP.
 - Offerors shall respond to the RFP at their own expense.
 - The proposal must be signed by a person authorized to sign on behalf of the Evaluator and to bind the Offeror to the statements made in their response to this RFP.

SECTION IX: RFP TERMS AND CONDITIONS

1. Offeror Agreement. By submitting a proposal, the Offeror agrees to all provisions of the RFP. Any request for deviations from or exceptions to the technical requirements, data requirements, or terms and conditions of the Request for Proposal must be explained in detail on Offeror's letterhead and included in the proposal response.
2. Response Requirements. Proposal responses must include all of the information requested. The DPP may reject proposals that do not provide all information necessary for a complete understanding of the proposal or fail to answer all questions adequately.
3. Errors and Waivers. The DPP reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.
4. Price and Term Guaranties. The successful Offeror(s) guarantees that prices will not increase during the initial term of the contract that results from the award. After the initial contract term, Offeror may request price increases in accordance with the terms of the contract. As a general rule, the terms of the contract will require that (i) the Offeror notify the DPP within a specified period of time before the expiration of the contract of its intent to increase prices and of the amount or rate of the price increase; (ii) the Offeror substantiate any increases, and (iii) the increase cannot exceed a specified cap.
5. Modification or Withdrawal of Proposals. Offerors may withdraw or modify their proposals prior to the Proposal Deadline.
6. Addendum to RFP. In the event that it becomes necessary to supplement or modify this RFP, DPP will issue an addendum. Offerors are responsible for reviewing the addenda and updating their proposals in response to such addenda.
7. Notice of Errors in RFP. If a Offeror becomes aware of an error or omission in this RFP, then such Offeror will promptly notify the Lead Officer via email on or before seventy-two hours prior to the Proposal Deadline.
8. Acceptance of RFP Terms. By submitting a proposal in response to this RFP, each Offeror acknowledges and accepts that such proposal constitutes a binding offer in accordance with the terms and conditions of this RFP. Each proposal MUST be signed by the Offeror or by the Offeror's authorized representative.
9. Confidential or Proprietary Materials. DPP is a public entity whose records are subject to public inspection in accordance with the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Once the DPP awards a contract, then all proposals, whether successful or not, will become public records subject to public inspection in accordance with CORA. If the Offeror deems any document(s) which it submits to DPP to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s) and submit such document to DPP together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The Offeror understands and agrees that, regardless of any position taken by DPP or the

Offeror, a court may order production of material deemed confidential, proprietary, or exempt from disclosure, and such a decision would be beyond the control of DPP. In the event of a CORA request for disclosure of materials submitted by Offeror, Offeror shall have the responsibility, at its cost, of defending the confidentiality of any such material.

10. Redaction. In the event either DPP receives a CORA records request for the RFP or any documents which the Offeror deems confidential, proprietary, or otherwise protected from disclosure under the Open Records Act and the Offeror desires to redact any portion thereof prior to the release of such documents, the Offeror must immediately submit an affidavit, along with such redacted documents, indicating that the redacted material is confidential financial information likely to cause substantial harm to the bidder's competitive position or such other justification as the bidder has for withholding that information.
11. Pricing. Estimated proposal prices are not acceptable. Proposal prices will be considered a Offeror's best and final offer, unless otherwise stated in the RFP. Offerors will guarantee proposal contents and fees for a period of 180 days from the proposal date. The unit price for each item will be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price.
12. Selection of Proposal. As described within the RFP, the DPP will review proposals in accordance with the Evaluation Criteria and make a recommendation for award to the responsible Offeror(s) whose proposal is determined to be most advantageous to the DPP, in the DPP's sole discretion.
13. Award of Contract(s). Except as otherwise provided in this RFP, the successful Offeror(s) will sign the DPP contract. In the event the parties are unable to enter into a contract, the DPP, in its sole discretion, may cancel the award or make the award to the next most responsible Offeror.
14. Multiple Awards. The DPP reserves the right to award this RFP in part, to multiple Offerors, if so determined by the DPP to be in the best interests of the DPP.
15. DPP Contract. The DPP contract is included with this RFP as **Attachment B – DPP Sample Contract**. The Offeror or Offerors receiving and accepting an award or awards under this RFP are expected to execute a contract on the DPP's template contract form with terms and conditions substantially as set forth the Attachment. The DPP may update its template contract forms from time to time, even after the issuance of this RFP. If a Offeror desires to propose modifications to the DPP contract, DPP, in its sole discretion, may accept, reject, or further negotiate Offeror modifications to the DPP contract. **Offerors are encouraged to conduct their legal review of the DPP's contract prior to submitting a response to this RFP.** Except as identified in its proposal, Offeror's signature on the Offeror Certification constitutes an agreement that the Offeror will accept the DPP contract terms and conditions substantially as set forth in the Attachment.
16. Incorporation into DPP Contract. Any statements, attachments, or exhibits submitted as part of the successful proposal may be incorporated into and made a part of the DPP contract.
17. Acceptance of Proposal Content. The contents of the Offeror's proposal to the RFP (including persons specified to implement any project) will become contractual obligations if the Offeror is selected for an award of contract. Failure of the successful Offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Offeror may be ineligible for consideration in future solicitations.
18. RFP Cancellation. The DPP reserves the right to cancel this RFP at any time, without penalty.

19. DPP Ownership of Proposals. Proposals will become the property of the DPP after the Proposal Deadline.
20. Incurring Costs. The DPP is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. Offeror has no property interest, of any nature, in the subject matter of this RFP, any award, or a contract until a contract signed by the authorized representatives of the Offeror and the DPP.
21. Non-Discrimination. The Offeror shall comply with all applicable State and Federal laws, rules and regulations, and DPP policies, prohibiting discrimination, intimidation, or harassment on the basis of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.
22. Criminal Record Verification. The Offeror will be required to complete a criminal record check on itself (if Offeror is an individual) and any employee, subcontractor, or other agent of Offeror providing services under the DPP contract on DPP property. The Offeror (if the Offeror is an individual) and employees, subcontractors or other agents of Offeror who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on DPP property for this contract. The Offeror may be required to complete the DPP's Criminal Records Check Certification. Offeror shall adhere to any Federal, State, and Local privacy and confidentiality requirements.
23. Information and Data Security. The Vendor shall comply with the Colorado Consumer Data Privacy Act, as codified in CRS § 6-1-713, 713.5, and elsewhere as applicable.

ATTACHMENT A: Offeror's Certification Page

Request for Proposal DPP Program Evaluator

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the RFP and understand the terms and provisions contained in that contract. I further hereby certify that it is the proposer's intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

1) _____

2) _____

3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that the Denver Preschool Program reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract.

Company Name: _____

Authorized Signature: _____

Name (please print): _____

Title: _____

Date: _____

ATTACHMENT B: Sample DPP Contract**AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 20__ between **DENVER PRESCHOOL PROGRAM, INC.**, a Colorado non-profit corporation, whose address is 305 Park Avenue West, Suite B, Denver, CO 80205, hereinafter referred to as the “**DPP**”, and _____, a [type of entity] _____, with an address of _____ (the “**Contractor**”).

WITNESSETH

WHEREAS, DPP desires to contract with the Contractor to provide _____ services described in the Scope of Work, a copy of which is attached hereto as **Exhibit A** and incorporated into this Agreement, and DPP desires to contract with the Contractor for the performance of such services as an independent contractor; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

1. **SERVICES TO BE PROVIDED:** The Contractor shall, as directed by the DPP Chief Executive Officer (the “CEO”) or the CEO’s Designee, provide comprehensive services as more particularly described in the Scope of Work, a copy of which is attached hereto as **Exhibit A**.

2. **SUBCONTRACTORS:** Contractor agrees to receive prior written approval from DPP if using any Sub-contractors to complete any portion of the services contemplated by the Scope of Work. Any such approved subcontracting shall be subject to the provisions of Paragraph 17.

3. **DPP REPRESENTATIVE; ESSENTIAL PERSONNEL:**

A. **Coordination and Liaison.** The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with DPP. The CEO or the CEO’s designee is DPP’s representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated.

B. **Contractor’s Representative.** The Contractor designates _____ as the Project Manager and primary contact for the Contractor who will assume the primary responsibility to oversee on behalf of the Contractor the services to be performed under this

Agreement. Any change in the Project Manager shall be subject to DPP's prior written approval. Upon written request from DPP, the Contractor shall use reasonable efforts to substitute a different Project Manager.

4. **TERM OF AGREEMENT:**

A. The term of this Agreement is effective _____ until _____ ("Term") unless sooner terminated as provided under this Agreement. DPP has _____ options to extend the term of the Agreement for _____ year each ("Extended Term"). DPP may elect to exercise its option to extend the Agreement by providing Contractor with written notice to extend prior to the end of the Term or Extended Term. Prior to the commencement of each Extended Term, the parties shall use commercially reasonable efforts to agree in writing to the maximum contract amount and budget for that Extended Term. This contract can be continued after the expiration of the Term, and any Extended Term if applicable, only upon written agreement by both parties.

5. **PAYMENT:**

A. DPP shall pay to Contractor an annual amount not to exceed \$_____ (the "**Contract Amount**") during the Term of this Agreement. This amount may vary up to the maximum amount according to a modified Scope of Work which may be modified from time to time by DPP based on the amount of tax receipts received by DPP, and the amount budgeted for the approved scope of work by DPP Board of Directors. Except for any Special Costs, if applicable and noted in the last paragraph of the Scope of Work attached as Exhibit A, the Contract Amount is intended to include all costs of both Contractor and any Sub-contractors, including but not limited to, _____, and any other duties listed in the Scope of Work. The Contract Amount shall be payable as follows: Contractor shall deliver to DPP a request for reimbursement ("the "**Reimbursement Request**") in accordance with the Scope of Work (as may be modified from time to time by DPP), together with a financial report with supporting documents as may be reasonably requested by DPP in light of the nature of services performed or expenses incurred during the applicable period (the "**Supporting Materials**"). Reimbursement Requests must be received by DPP on or before the fifteenth (15th) day of the month subsequent to the month for which reimbursement is being sought. DPP shall pay the Reimbursement Request to the Contractor within thirty (30) days following DPP's receipt, subject to approval of the Supporting Materials. Funds payable by DPP hereunder shall be paid to the Contractor on a reimbursement basis only, for work performed and/or expenses incurred during the prior period covered by the Reimbursement Request.

B. It is understood and agreed that any payment or performance obligation of DPP, under this Agreement or any amendment, shall extend only to the funds appropriated by the City and County of Denver and disbursed to DPP. The Contractor agrees that an upward adjustment of the Contract Amount is strictly prohibited unless authorized by the parties' written amendment hereto. The Contractor shall notify DPP when it has reached 25%, 50%, and 75% of the Contract Amount. In no event shall DPP be obligated for the cost of any work performed, services provided or hardware or software provided in excess of the Contract Amount.

6. **PROGRESS REPORTS:**

A. The Contractor shall maintain and submit to DPP from time to time as requested by the Director statistical and progress reports, and end-of-year reports in such format as designated by the CEO or the CEO's designee including but not limited to, a description of all services provided under this Agreement and other information reasonably requested by the CEO or the CEO's designee. Contractor shall cooperate with DPP in providing any report to DPP that is required to be given to the City of Denver in accordance with the terms of the Agreement between DPP and the City of Denver.

B. Reports required or requested by the CEO or the CEO's designee under this Agreement shall be submitted in accordance with deadlines reasonably established by the CEO or the CEO's designee and reasonably agreed upon by Contractor's Project Manager. Reports may be submitted electronically by E-mail in the form required by DPP.

7. **PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the CEO or the CEO's designee to review and inspect the work performed under the Agreement. This means that if requested, and upon reasonable notice to Contractor, the Contractor shall make available to the CEO or the CEO's designee, for review records, reports, policies, minutes, materials, documents, invoices, accounts, whether in hardcopy or electronic format, used in performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal Laws, State Laws, and City ordinances, codes, rules and regulations, issued by the federal government, State of Colorado, or the City and County of Denver and provided to the Contractor concerning the services provided under this Agreement, as the same may be amended from time to time and whether or not specifically referenced herein ("**Applicable**

Laws”). Contractor shall ensure that any and all subcontractors also comply with Applicable Laws.

9. **STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor and is engaged on contractual basis to perform professional or technical services for limited periods of time. Contractor, at its cost, is solely responsible for obtaining workers’ compensation insurance and unemployment insurance. Contractor shall be responsible to pay all required Federal, state and local income, employment, self-employment, business and other taxes, tariffs, duties, levies, or similar charges including but not limited to social security (FICA) and Medicare for which Contractor may be responsible in connection with the operation of its business and with respect to proceeds received from its participation in this Agreement¹⁰.

10. **TERMINATION OF AGREEMENT AND CLOSE OUT:**

A. In the event DPP determines the services provided under this Agreement are not satisfactory, DPP shall issue a notice to cure (“**Cure Notice**”) identifying matters of unsatisfactory performance. The Cure Notice shall provide the Contractor Thirty (30) Days’ opportunity to cure all identified matters of unsatisfactory performance or if any matter cannot be corrected within said thirty day period, then the Contractor shall provide written notice of Contractor’s proposed plan for DPP’s approval, that will not be unreasonably withheld, to cure said matters within a reasonable period of time. In the event the unsatisfactory performance noted in the Cure Notice has not been remedied within the applicable period, DPP may terminate this Agreement at any time thereafter upon ten (10) days additional written notice.

B. The Contractor may terminate this Agreement in the event a payment due the Contractor is delinquent for thirty (30) days or more, or DPP does not comply with the provisions of the Proprietary or Confidential Information or Intellectual Property Rights clauses of this Agreement, and the Contractor has thereafter given DPP written notice and DPP has failed to make the payment within ten (10) days or otherwise cure performance following such written notice.

C. DPP may also, by written Notice of Default to the Contractor, effective thirty (30) days from Contractor’s receipt, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers or any employee having primary responsibility for overseeing the services to be performed by Contractor under this Agreement is convicted of, pleads nolo contendere to, enters into a formal agreement in which they admit guilt, enters a

plea of guilty, or otherwise admits culpability to criminal offenses of moral turpitude, crime relating or involving minors, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with the Contractor's business. The Contractor shall have a reciprocal right of termination in the event DPP's contract with the City and County of Denver is terminated for like reasons.

D. If the Contractor's services are terminated, it shall be paid only for that portion of the services satisfactorily completed in accordance with this Agreement at the time of such termination. In no event will DPP be liable for any costs incurred by the Contractor after the effective date of termination. Such non-recoverable costs include, but are not limited to, post-termination employee salaries, overhead, insurance costs, contract administration and post-termination administrative expenses, or any other damages, costs or expenses associated with the Agreement or termination hereof which are not expressly authorized under this subparagraph 10.D. Within thirty (30) days following the effective date of termination of this Agreement, the Contractor will submit a final Reimbursement Request to DPP for the amount which represents the compensation actually due and owing the Contractor for its performance prior to the effective date of termination of the Agreement and for which the Contractor has not previously been compensated. Upon approval and payment by DPP of the final Reimbursement Request, DPP shall be under no further obligation to the Contractor for payment under this Agreement.

E. In the event of termination of this Agreement by DPP for any reason, and subject to the confidentiality provisions of paragraph 30, the Contractor will cooperate and coordinate with DPP for the transition of relevant records maintained by the Contractor in connection with the Denver Preschool Program. Provided the Contractor is reimbursed for any costs incurred, the Contractor will also use best efforts to actively and in good faith cooperate and coordinate with any successor contractor or provider retained by DPP in transitioning the operation. The Contractor shall have thirty (30) days following termination of the Agreement to provide DPP all documentation requested or required for complete and adequate closeout of the Agreement including an end of year report. In addition, the Contractor shall comply with contract closeout procedures directed by the CEO or the CEO's designee to be performed under this Agreement for final reimbursement, including but not limited to submission of outstanding invoices, reports, and other information due to DPP.

11. **NO WAIVER:** In no event shall any payment by DPP or any performance by Contractor hereunder constitute or be construed to be a waiver by either Party of any breach of

any term, covenant, or condition of this Agreement or any default which may then exist on the part of the Contractor; the making of any such payment or performance by Contractor when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be held to be a waiver of any later or other breach.

12. **RETENTION AND EXAMINATION OF RECORDS:** For a period of _____ following final payment under this Agreement, Contractor shall retain all books, documents, papers and records of the Contractor involving transactions related to this Agreement ("Contract Records"). Subject to the confidentiality provisions of paragraph 30, during such post Agreement period, the Contractor agrees that any duly authorized representative or designee of DPP shall have access to and the rights to examine any Contract Records. Such review shall occur no more frequently than once per year, upon prior reasonable written notice to the Contractor, at a place and time convenient to both parties, unless DPP has reasonable cause to require any additional review. Electronic records may be kept in lieu of paper records. Paper records not retained must be shredded using a micro cut shredder.

13. **TAXES AND LICENSES:** The Contractor agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to obtain and keep current all required licenses, municipal, county, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises, or license fees to become delinquent. The Contractor further agrees to furnish DPP, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by the Contractor of all required licenses and taxes. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in conjunction with its operations, and not to permit the same to become delinquent and to promptly discharge any lien, mortgage, judgment or execution which will in any way impair the rights of DPP under this Agreement; provided, however, the Contractor shall have the right to contest any lien or judgment.

14. **TAXES, CHARGES AND PENALTIES:** DPP shall not be liable for the payment of taxes, late charges, or penalties of any nature.

15. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant of herein is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any arbitration shall be in Denver, Colorado, and venue for any judicial action

(seeking protection of rights in intellectual property, trade secrets, or confidential or proprietary information) arising hereunder shall be in the District Court of Denver County, Colorado.

16. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, its officers, agents and employees shall comply with Federal laws concerning the use, possession or sale of alcohol or drugs. Violation of applicable laws which effect or impair the Contractor's performance under this Agreement can result in DPP barring the Contractor from DPP facilities or participating in DPP operations.

17. **ASSIGNMENT AND SUBCONTRACTING:** DPP is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not subcontract or assign this Contract or any other Work under this Contract to any other person or entity without the prior written consent and approval of DPP, in DPP's sole discretion. Any attempt by the Contractor to assign or subcontract its rights hereunder without such prior written consent of DPP shall, at the option of DPP, shall constitute a default by Contractor and automatically terminate this Agreement and all rights of the Contractor under this Agreement. DPP's approval of such contracting or subcontracting shall not be construed to create any contractual relationship between DPP and any such subcontractor, and the Contractor named herein shall in any and all events be and remain responsible to DPP according to the terms of this Agreement for performance of the services to be rendered in accordance with the Scope of Work. Contractor shall remain fully responsible to DPP for the performance by any approved third party performing services or supplying materials contemplated under this Agreement.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance under this Agreement, the Contractor agrees 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, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **INSURANCE:** The Contractor agrees to substantially comply with the insurance requirements that are detailed in **Exhibit B**. Any deviations from these requirements shall be made only with the prior written approval of DPP.

20. **INDEMNIFICATION:** Each Party shall defend, release, indemnify and save and

hold harmless the other Party, and its officers, directors and agents, against any and all claims and liability arising out of damages to property or bodily injuries to or death of any person or persons, resulting from or arising out of its own activities, omissions or performance in connection herewith, including negligent acts or omissions its officers, employees, representatives, agents and subcontractors; provided, however, that a Party need not indemnify and save harmless the other Party from claims or liability resulting from negligence of the indemnified Party's own officers, employees, representatives, agents or subcontractors.

21. **NO WAIVER OF NON-PROFIT STATUTE:** Notwithstanding any other provision of this Agreement to the contrary, no term of condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Revised Nonprofit Corporation Act, C.R.S., 7-121-101 et seq., as now or hereafter amended. It is acknowledged that C.R.S. 7-123-105, provides for limitations on actions against nonprofit corporations. No provision of this Agreement, whether or not incorporated herein by reference, shall be construed or interpreted so as to diminish the limitations afforded either Party under this Statute.

22. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of DPP shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services with any official, officer, or employee of DPP.

The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of DPP. DPP, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to DPP.

23. **NO THIRD PARTY BENEFICIARIES:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPP and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person or entity under this Agreement. It is the express intention of DPP and the Contractor that any

person or entity other than DPP or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24. **DISPUTES:** It is the express intention of the parties to this Agreement that all disputes of any nature whatsoever arising under this Agreement shall be resolved by binding arbitration with the Judicial Arbiter Group (“JAG”) in Denver, Colorado. Unless the parties agree otherwise, any arbitration shall be conducted by and in accordance with the rules and regulations of the American Arbitration Association. However, if the City and County of Denver is named as a party in the dispute, the dispute shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). The parties expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties, notwithstanding any other claimed theory of entitlement on the part of either party or any subcontractor or supplier. Prior to invoking arbitration, a Party shall notify the other Party in writing and state the basis for the dispute along with the requested relief. The Parties agree to meet and confer regarding the dispute. Failing resolution, the parties agree to submit the matter to mediation before a mediator chosen by mutual agreement, and further agree to attempt to resolve the dispute acting in good faith. If the dispute is not resolved to the satisfaction of either party, the dissatisfied Party(ies) may seek binding arbitration. Notwithstanding the foregoing, disputes procedure is not required for injunctive relief actions seeking protection of rights in intellectual property, trade secrets, or confidential or proprietary information.

25. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

26. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the obligations for defense and indemnity, for performance by Contractor following termination as set forth in Section 10.D, for preserving confidentiality of confidential information, and rights and obligations with respect to intellectual property shall survive for a period equal to any and all

relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

27. **SEVERABILITY:** The parties agree that if any part, term or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and stating the Maximum Contract Amount to be paid by DPP, is held to be illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid or unenforceable.

28. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless agreed upon in writing both parties. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement properly executed by both parties. No oral representation by any officer or employee of DPP at variance with the terms and conditions of this Agreement, or any written amendment to this Agreement, shall have any force or effect or bind DPP. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

29. **LEGAL AUTHORITY:**

A. The Contractor warrants and represents that it possesses the legal authority to enter into this Agreement and any required action or authorization has been taken or obtained.

B. The person or persons signing and executing this Agreement on behalf of the Contractor warrant and represent that the signatory has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein.

30. **PROPRIETARY OR CONFIDENTIAL INFORMATION:**

A. **Definition of Proprietary or Confidential Information:** The Parties understand and agree that, in performance of this Agreement, each may require access to

proprietary or confidential information of the other, the disclosure of which to third parties may be damaging to the Disclosing Party. **“Confidential Information”** includes that information collected from persons with an expectation that it will be held confidential and not disclosed to third parties. **“Proprietary Information”** means information that is not publicly available information and that either Party considers sufficiently business sensitive to warrant protection as a trade secret or otherwise as permitted by law. Each Party shall identify Confidential or Proprietary information in advance of disclosure to the other. Neither Party may disclose the Proprietary or Confidential Information of the other to any third person, except as required for performance of this Contract. Each Party shall exercise the same standard of care to protect such information of the Other Party as a reasonably prudent contractor would to protect its own proprietary or confidential information.

B. **Open Records:** The parties understand that DPP is subject to the Colorado Open Records Act, §24-72-201, et. seq., C.R.S. (2005) and that in the event of a request to DPP for disclosure of such information, to the extent such information is under the Contractor’s control, the Contractor agrees to cooperate in good faith in making information available that is subject to disclosure under the Act. In the event the Contractor believes the requested material or information is not subject to disclosure, the Contractor shall provide DPP the basis for such objection, in which event DPP shall object to such request based on the information provided by the Contractor. With respect to Confidential or Proprietary Information previously provided to DPP, DPP will notify the Contractor of requests for such information and shall object to disclosure using the applicable exemption in C.R.S. § 24-72-204. The Contractor shall not be responsible for liability or costs of litigation relating to DPP’s obligations under the Open Records Act.

31. **INTELLECTUAL PROPERTY RIGHTS:**

A. Ownership. Except as otherwise specified herein, DPP is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein.

Intellectual Property Rights” means any and all rights arising in the United States or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of

authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

“Work Product” means the deliverables pursuant to this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Contractor solely or jointly with the DPP or others in the course of performing the services under this Agreement, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

B. Work Made For Hire; Assignment. Contractor acknowledges and agrees that any and all Work Product that may qualify as “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed “work made for hire” for DPP and all copyrights therein shall automatically and immediately vest in DPP. To the extent that any Work Product does not constitute “work made for hire.” Contractor hereby irrevocably assigns to DPP and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to the Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

C. Applications for Patent and Registration of Intellectual Property Rights. Contractor acknowledges and agrees that, as between DPP and Contractor, DPP has the exclusive right (but not any obligation), in its sole discretion, to file and prosecute any patent application for or application for registration of any Intellectual Property Rights in the Work Product and maintain any resulting issuance or registration. Contractor shall not file any such application, during the Term or at any time thereafter, unless specifically authorized by DPP in writing to do so on DPP's behalf. In the event any such application is filed in Contractor's name, Contractor hereby irrevocably assigns to DPP and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

D. Disclosure of Inventions; Maintenance of Records. Contractor shall promptly make

full written disclosure to DPP of all inventions that constitute Work Product and shall at all times keep and maintain adequate, current, accurate, and authentic records of all Work Product. Such records may be in the form of notes, sketches, drawings, flow charts, electronic files, laboratory notebooks, reports, or any other format that may be specified by DPP. The records shall at all times be the exclusive property and Confidential Information of DPP, and Contractor agrees not to remove such records from DPP's premises, except as may be expressly permitted by DPP in its written policies or by its prior written consent.

E. Company Materials. As between DPP and Contractor, DPP is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Contractor by DPP ("**Company Materials**"), including all Intellectual Property Rights therein. Contractor shall have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform its obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by DPP.

F. Confidentiality. The Work Product and Company Materials are and shall at all times remain the Confidential Information of DPP and subject to all Contractor obligations and restrictions set forth in Section 30. Without limiting such obligations or restrictions, Contractor shall not disclose to any third party the nature or details of any Work Product or Company Materials without the DPP's prior written consent

G. Moral Rights. To the extent any copyrights are assigned under this Section 31, Contractor hereby irrevocably waives in favor of DPP, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

H. Further Assurances; Power of Attorney. During and after the Term, Contractor shall reasonably cooperate with DPP to (i) apply for, obtain, perfect, and transfer to DPP the Work Product and any and all Intellectual Property Rights therein in any jurisdiction throughout the world, and (ii) maintain, protect, and enforce the same, including giving testimony and executing and delivering to DPP any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as may be requested by the Company. Contractor hereby grants DPP a limited and irrevocable power of attorney, coupled with an

interest, to execute and deliver any such documents on Contractor's behalf in its name and to do all other lawfully permitted acts to transfer legal ownership of the Work Product to DPP and further the transfer, prosecution, issuance, registration, and maintenance of all Intellectual Property Rights therein, to the extent permitted by applicable law, if Contractor does not promptly cooperate with DPP's request (without limiting the rights DPP shall have in such circumstances by operation of law).

I. Pre-Existing Materials.

(i) As between DPP and Contractor, subject to the license granted under Section 31(I)(ii) (below), Contractor is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all documents, data, know-how, methodologies, software, and other materials developed or acquired by Contractor prior to the date of this Agreement or independently of the performance of any services rendered hereunder ("**Pre-Existing Materials**"), including all Intellectual Property Rights therein.

(ii) To the extent that any Pre-Existing Materials are incorporated in or combined with any deliverable or otherwise necessary for the use or exploitation of any Work Product, Contractor hereby irrevocably grants to DPP a royalty-free, fully paid-up, perpetual, transferable, sub-licensable (through multiple tiers), worldwide, non-exclusive license to use, perform, display, reproduce, distribute, modify, make derivative works of, make, have made, sell, offer to sell, import, and otherwise exploit such Pre-Existing Materials as part of or in connection with such deliverables and other Work Product, and to practice any method related thereto. All other rights in and to the Pre-Existing Materials are expressly reserved by Contractor.

(iii) Contractor shall not incorporate or combine any Pre-Existing Materials or any tangible or intangible property of any third party into or with any deliverable without obtaining DPP's prior written consent.

J. No Infringement. Contractor hereby represents and warrants that: (a) none of the services, deliverables, and Pre-Existing Materials, or DPP's use thereof or other exercise of its rights or license under this Agreement, does or will infringe, misappropriate, dilute, or otherwise violate any Intellectual Property Right of any Person, and (b) as of the date of this Agreement, there are no pending or, to Contractor's knowledge, threatened claims, litigation, or other proceedings against Contractor by any third party based on an alleged violation of such Intellectual Property Rights.

K. Indemnification. Notwithstanding any other provision herein, each Party shall indemnify and hold harmless the other Party from all loss, damage or liability for, or by reason of, any actual or alleged infringement of any U.S. patent, copyright, or trademark, or any trade secret disclosure arising solely as a result of either Parties' activities or performance pursuant to this Agreement.

L. Remedies. Each Party shall be responsible for any and all losses or damages resulting from any infringement of the other Party's Intellectual Property Rights or unlawful disclosure of any Proprietary or Confidential Information by its employees, officers, agents or assigns. Either Party, during or after the term of this Agreement, may take any and all actions that it reasonably deems necessary to protect its rights in its Intellectual Property or its interests concerning the Proprietary or Confidential Information including the intervention in any legal proceeding concerning the Information's use or disclosure. This obligation shall survive the cancellation or other termination of this Agreement.

32. **NOTICES:** Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by commercial carrier with tracking capabilities, addressed to the parties at the following addresses:

To DPP: Denver Preschool Program, Inc.
305 Park Avenue West, Suite B
Denver, CO 80205
Attention: CEO

With a copy to: _____

To Contractor: _____

or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed as evidenced by tracking records through commercial carrier.

33. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review

this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

34. **INUREMENT:** The rights and obligations of the parties herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

35. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement. Contractor and DPP agree that electronic and facsimile copies of this signed Agreement shall also be deemed originals of this Agreement.

IN WITNESS WHEREOF, DPP and the Contractor have executed, through their lawfully empowered representatives, this Agreement as of the day and year above written.

DENVER PRESCHOOL PROGRAM

By: _____
CEO, Denver Preschool Program

By: _____
Chair of the Board of Directors, Denver Preschool Program

[Contractor's name]

By: _____
Name: _____
Title: _____

Exhibit A - Scope of Work/Budget
Exhibit B - Insurance Requirements

Exhibit A
Scope of Work/Budget:

DPP shall pay to Contractor a maximum sum not to exceed \$ _____ annually (the "Contract Amount") during the Term of this Agreement.

Project Contract:

This scope of work pertains to work to be performed by _____ ("Contractor") for the Denver Preschool Program ("DPP").

Project:

Timeline:

This project commences _____, and runs through _____.

Fees:

Expenses:

Day-to-day out-of-pocket expenses are included in the above not-to-exceed fees. Out-of-pocket expenses include administrative time, transportation, photocopying, postage, parking, local and long-distance telephone and fax, cellular calls, messenger and other similar day-to-day office expenditures.

Special Costs:

The following items are not included in the out-of-pocket expenses listed above, must be approved by DPP in writing in advance, and will incur additional costs:

Exhibit B

Insurance Requirements

A. **General Conditions:** The Contractor agrees to secure, prior to the disbursement of funding hereunder, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for any claims-made policy, three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A" VIII or better, or other insurer acceptable to DPP. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the CEO, Denver Preschool Program, 305 Park Avenue West, Suite B by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, DPP must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor further agrees to have its agent or broker provide a certificate of insurance, a policy, or other proof of insurance as required by DPP.

C. **Additional Insureds:** For general liability, the Contractor's insurer shall name DPP as an additional insured.

D. **Third Party Providers:** All sub-consultants, independent contractors, suppliers or other entities providing goods or services to or on behalf of the Contractor as contemplated by this Agreement shall be subject to all of the requirements herein and shall procure and maintain to the extent applicable the same coverages required of the Contractor. The Contractor shall include all such consultants, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that such third parties maintain the required coverages. The Contractor agrees to provide proof of insurance for all such third parties upon request by DPP.

E. **Workers' Compensation/Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each of its business locations and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

F. **General Liability:** The Contractor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

G. **Automobile Liability:** The Contractor shall maintain limits of \$1,000,000 for combined single limit applicable to all vehicles operating on DPP's property and elsewhere which includes auto pollution liability coverage for any vehicle hauling cargo containing pollutants or contaminants.

H. **Additional Provisions:**

(1) For all general liability, the policies must provide the following:

(a) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, DPP shall notify the City within ten (10) days and reinstate the aggregates required;

(b) Defense costs, and such costs will not diminish the policy limit.

(c) Contractual liability covering bodily injury, property damage, and loss of use claims related to the indemnification provisions of this Agreement.

(d) A severability of interests provision;

(e) Waiver of exclusion for lawsuits by one insured against another;

(f) A provision that coverage is primary; and

(g) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

(2) For all general liability, if the policy is a claims-made policy, then the retroactive date must be on or before the date the first DPP Board of Directors was appointed.

For all general liability, the policies must not contain an exclusion for sexual abuse, molestation, discrimination or similar offenses.

ATTACHMENT C: DPP Strategic Research Agenda (DPP SRA)

The Denver Preschool Program is a truly universal program created to make high-quality preschool accessible to Denver children of all income levels and from every corner of the city. This requires evidence-based research that will advance its operations and practices. Through this strategic research agenda, DPP will focus on promoting research to provide evidence and answers to our strategic mission on what drives quality, accessible and equitable preschool for Denver children.

This research agenda provides policymakers and practitioners with the evidence they need to improve access to high-quality affordable preschool. Additionally, it is also necessary to develop a body of knowledge to understand how providers can implement systems to advance teacher performance and adopt effective strategies to implement high-quality education.

Finally, DPP will collect, analyze and synthesize data utilizing an equity lens. Data-driven decision-making is foundational to dismantling inequities. As we work to build equitable early childhood systems, data that offers insights into child well-being can be used to inform our decisions, such as where and how to invest resources, where to change or maintain policies or practices, how to develop eligibility criteria, and more.

DPP SRA Purpose

The SRA outlines the current and projected efforts of DPP to reach our strategic goals, promote equity, provide a better mechanism for data-driven decisions, and examine program impact and short- and long-term child outcomes, informed by the following DPP impact research questions

DPP Impact Research Questions

- What factors drive quality in early childhood education?
- What increases access to quality early childhood education for families/ caregivers?
- What actions and programs lead to more equitable outcomes for Denver's early learners?
- What increases the ability of families and caregivers to have choice among quality early childhood education opportunities?
- What early childhood investments can best support positive child outcomes?

Research Agenda Priorities for Data Use

At the heart of the research agenda are the principles that guide our research investment decisions. These principles complement and align with our values and the goals outlined in the strategic plan. The three principles serve as the compass for DPP's future research investment:

1. Measure progress on strategic goals and initiatives and make data-driven decisions that can be updated to make a deeper impact
2. Harness the power of data to understand the effectiveness of DPP activities to promote equity, choice, access and quality and how it informs the ECE field.

3. Champion Diversity, Equity, and Inclusion efforts informed by our equity statement and commitments through the use of research methods grounded in equity principles including, but not limited to, the known research tools such as QuantCrit (Gillborn et al., 2018).

Research and Equity

Using an equity lens in evaluation and research is vital to DPP's overall mission and vision. The DPP Board has made a commitment to look at data when making decisions, paying particular attention to how DPP can improve our diversity, equity and inclusion (DEI) work to better support the community. Because of the weight that is given to data in the DEI work, careful consideration is needed. At its best, data has the power to be a catalyst for change or at its worst data can be the ammunition for perpetuating inequitable and/or oppressive systems.

High-quality early childhood education has lifelong impacts on achievement, health, and economic outcomes for individuals, as well as a return on investment for local communities, according to research done by James Heckman of the University of Chicago. However, these benefits do not reach every child, every family, or every community. As we work to build equitable early childhood systems, data that offers insights into child well-being can be used to inform our decisions, such as where and how to invest resources, where to change or maintain policies or practices, how to develop eligibility criteria, and more. No single data point or set of data points can begin to describe the complex experiences of children, families, or communities. That means DPP should search for multiple sources of data from multiple angles. As leaders in early childhood programs and system we need to ask ourselves important questions:

- Who is and who is not benefitting from our early childhood programs and systems?
- What must we do to erase those differences?

DPP must work to create change in early childhood systems, reduce disparities, and support children, families, and communities marginalized by structural racialization. With this in mind, DPP has established three main research priorities:

ATTACHMENT D: DPP's Brand Standards



Denver Preschool Program

Brand Standards Guide



Brand Standards Guide

Please refer to the guidelines on the following pages for correct application of Denver Preschool Program's language and brand identity.

Questions?

Please contact Denver Preschool Program's communications and outreach team.

✉ outreach@dpp.org

🌐 dpp.org

📘 facebook.com/DenverPreschoolProgram

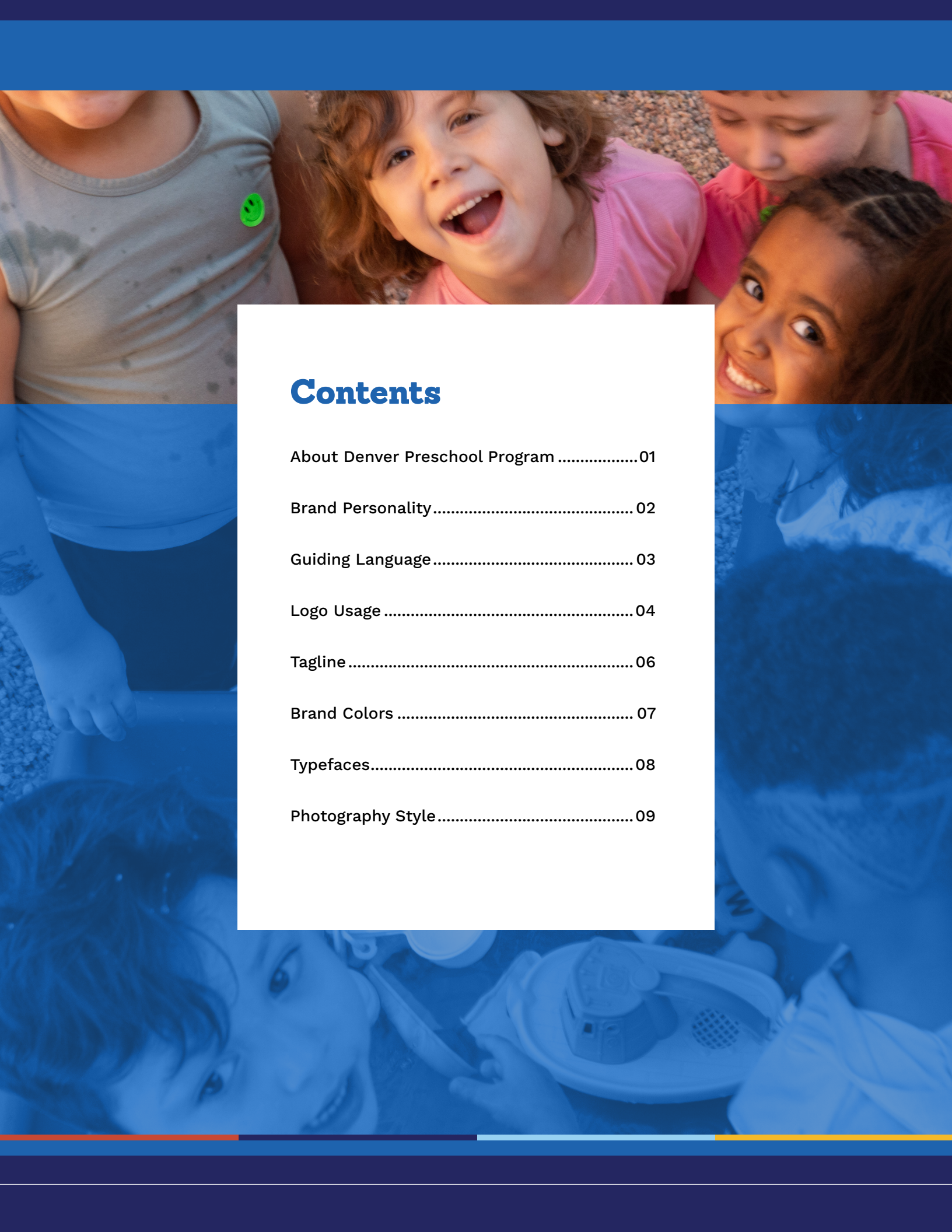
📺 youtube.com/@denverpreschoolprogram

🌐 linkedin.com/company/denver-preschool-program-inc

📷 instagram.com/DenverPreschoolProgram

🎵 tiktok.com/@denver.preschool.program





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About Denver Preschool Program

Vision

Every Denver child has equitable access to a strong foundation to thrive in kindergarten and beyond.

Mission

To transform the futures of young children and their families by strengthening and funding the early childhood experience.

Values

Center in equity, where DPP focuses on equity internally and externally to reduce and overcome barriers to ensure equitable opportunity for all children to participate in early childhood education, and contributes to an equitably compensated ECE workforce and workplace.

Increase access, where DPP combats systemic barriers so every young learner in Denver, especially those who encounter the most obstacles, has access to the benefits of quality early childhood education.

Promote choice, where parents and caregivers are well informed about early childhood education options and can make the best choice for their child regardless of factors that typically restrict choice, such as income or neighborhood.

Lead collaboratively, where DPP works alongside others to champion, innovate and strengthen early childhood education.

Deliver quality, where DPP listens to our community of families and providers to inform how we define and promote quality early childhood education and bring excellence in all aspects of DPP's work to increase positive outcomes for Denver's children.

Brand Personality: The Expression of DPP's Brand

Brand Personality

Denver Preschool Program's brand personality captures the values and traits that define who we are and how we engage with our community. It guides us in creating a consistent and positive experience that builds trust and supports our mission to provide access to quality early childhood education for all Denver children.

Expert:

Respected, resourceful, knowledgeable. DPP leads from a place of observing, learning, and improving. We are confident in what we know, curious about what we don't, and committed to sharing our insights with others.

Thoughtful:

Aware, sensitive, conscientious. DPP is strategic and patient. Our work is personal. From children and families to providers and partners, we intentionally approach every decision and interaction with empathy and understanding. This also means we know when to lead, offer support, or be a thought partner.

Connected:

Collaborative, supportive, responsive. DPP takes the time to develop trusted relationships and meaningful connections within the community, especially with those who are most marginalized. We meet families and partners where they are, with authentic intentionality about how we share insights and perspectives so we can work together toward our common goals.

Steadfast:

Dependable, hardworking, committed. DPP is unwavering in our dedication to and drive to ensure every child has access to high-quality early care and education. We say what we do and do what we say. We are reliable and trustworthy.

Brave:

Bold, strong, proactive. DPP takes thoughtful risks, tries new things, advocates for change, and anticipates future challenges and solutions. We don't sit idle—we proactively plan and courageously pave the way for what's needed.

Guiding Language:

How To Communicate About DPP

Elevator Pitch

Denver Preschool Program (DPP) is a vital community initiative dedicated to ensuring that every child in Denver has access to high-quality preschool education. Since the nonprofit's inception in 2006, DPP has been committed to preparing Denver's youngest learners for kindergarten and beyond by making preschool accessible and affordable for all Denver families.

Boilerplate

Denver Preschool Program (DPP) makes quality preschool possible for all Denver families with 4-year-olds and qualifying 3-year-olds. We are committed to strengthening and funding the early childhood experience, advocating for policies and programs that equitably advance early childhood education, and leading quality initiatives and support for providers. Denver Preschool Program is funded by a dedicated sales tax first approved by voters in 2006, renewed and expanded in 2014, and permanently reauthorized in 2023.

Since 2006, Denver Preschool Program has provided more than \$184 million in tuition support to nearly 78,000 children to attend the preschool of their family's choice, establishing each child's foundation for lifelong learning and success.

Key Messages

- DPP provides universal tuition credit on a sliding scale to every Denver family with a 4-year-old, regardless of neighborhood, income, or immigration status.
- We cover up to 100% of preschool tuition costs for families with the highest need for support.
- We also provide tuition support to many Denver 3-year-olds who are the most marginalized.
- DPP tuition support is available year-round, including summer months, and can help pay for part-time, full-time and extended day hours.
- Funds are available through a city sales tax and may be layered with other programs such as Colorado Universal Preschool (UPK) and Head Start.

Logo Usage

Full Color Logo

This full color logo is the preferred configuration for Denver Preschool Program.



Reversed Full Color Logo

For use on a dark background where the full color logo would not provide enough contrast, but color availability is not limited to a single color.



1-Color Logo

For use in applications on a light background where color availability is limited to a single color. Note that the 1-color logo can be used in black or any primary palette colors (see page 6).



Reversed 1-Color Logo

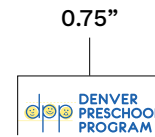
For use on solid or simplified backgrounds where the full color logo variation would not provide enough contrast, and application is limited to a single color.



Logo Usage

Minimum Size

The logo should not be reproduced smaller than 0.75" in width.



Incorrect Logo Usage

The following are representative examples showing incorrect use of the logo. These examples apply to all versions and formats of the logo identity.

The logo should not be horizontally or vertically scaled out of proportion.



The relationship or configuration of the component parts of the logo should not be altered.



The colors of the logo components should not be altered or adjusted.



The logo should not be reproduced without adequate contrast.



The elements of the logo should not be used in a truncated or abbreviated form.



No element of the logo may be re-typset or used in an alternate font.



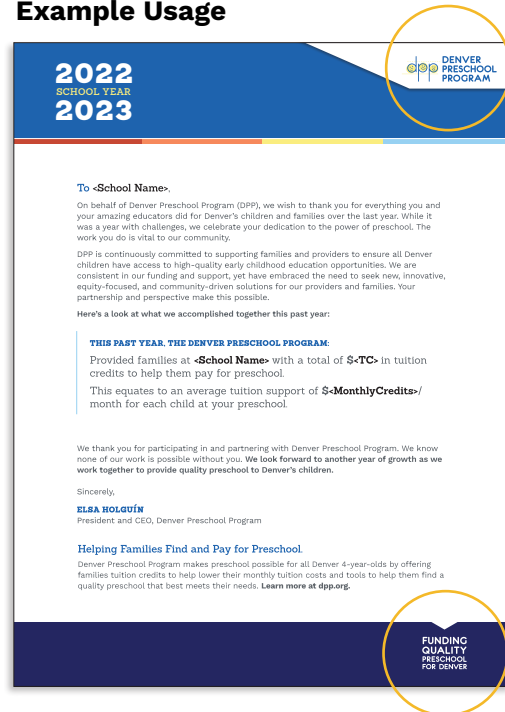
Tagline

“Funding Quality Preschool for Denver” is DPP’s tagline. Use the artwork below as a footer signoff. It is available in English and Spanish, as well as in stacked and horizontal configurations. It can also be used in full color or reversed against a dark background. Please note the tagline should not be locked up to the logo.

Stacked Configuration



Example Usage



Horizontal Configuration



Brand Colors

The colors below have been selected with an emphasis on accessibility. Please ensure adequate contrast when using.

Primary Palette

Dark Blue	PMS 2766 C C: 100 M: 100 Y: 6 K: 60 R: 36 G: 38 B: 97 #242661
Bright Blue	PMS 2728 C C: 90 M: 64 Y: 0 K: 0 R: 30 G: 99 B: 174 #1E63AE
Bright Yellow	PMS 1235 C C: 0 M: 28 Y: 89 K: 0 R: 244 G: 185 B: 41 #F4B929
Bright Red	PMS 7597 C C: 0 M: 70 Y: 83 K: 16 R: 199 G: 72 B: 51 #C74833

Secondary Palette

Black	Pantone Black C: 30 M: 30 Y: 30 K: 100 R: 0 G: 0 B: 0 #000000
Light Blue	PMS 291 C C: 38 M: 18 Y: 0 K: 9 R: 151 G: 209 B: 242 #97D1F2
Light Yellow	PMS 127 C C: 0 M: 10 Y: 55 K: 4 R: 255 G: 235 B: 126 #FFEB7E
Light Red	PMS 487 C C: 0 M: 30 Y: 38 K: 6 R: 244 G: 182 B: 170 #F4B6AA

Tints

Neutral	PMS 1235 C, 5% Tint C: 0 M: 0 Y: 3 K: 0 R: 255 G: 253 B: 245 #FFFDF5	Pale Yellow	PMS 127 C, 10% Tint C: 0 M: 1 Y: 6 K: 0 R: 255 G: 252 B: 238 #FFFCEE
Pale Blue	PMS 297 C, 10% Tint C: 2 M: 0 Y: 0 K: 0 R: 247 G: 252 B: 255 #F7FCFF	Pale Red	PMS 487 C, 10% Tint C: 0 M: 2 Y: 1 K: 0 R: 255 G: 248 B: 247 #FFF8F7

Typefaces

The following typefaces are open source and are available from Google Fonts.

Headers: Sanchez Slab

Sanchez Slab Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1 2 3 4 5 6 7 8 9 0

Sanchez Slab Black

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1 2 3 4 5 6 7 8 9 0

Body Copy: Work Sans

Work Sans Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1 2 3 4 5 6 7 8 9 0

Work Sans Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1 2 3 4 5 6 7 8 9 0

The following typefaces are web safe and can be used as an alternate to the fonts above in Microsoft applications where they may not be available.

Headers, Microsoft Safe Font: Georgia

Georgia/Georgia Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1 2 3 4 5 6 7 8 9 0

Body Copy, Microsoft Safe Font: Arial

Arial/Arial Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1 2 3 4 5 6 7 8 9 0

Interactive Application

H1

Sanchez Slab, Black

H2

Sanchez Slab, Bold

H3

Sanchez Slab, Black

H4

Sanchez Slab, Bold

H5

Work Sans, Bold

H6

Sanchez Slab, Bold

Pull Quote

Sanchez Slab, Bold

Body XL

Work Sans, Medium

Body L

Work Sans, Medium

Body M

Work Sans, Medium

Body S

Work Sans, Medium

Caption

Work Sans, Medium

EYEBROW

Work Sans, Bold

Example

THANK YOU FROM

Denver Preschool Program

Lorem ipsum

Ehenimus eum eatumquo berum aut eatio tem. Evel id mi, officidictus aut volorpo rporro maximax.

“Di ut et ex et fugit quia cor aut volorpo sintcoreped et as dolu.”

Doluptis core expeditipiet ipsapid unt est omnis nosapere officid ucidustorem faccum as et venis re et.

Photography Style

We use bright, vibrant and expressive photos of Denver’s early learners to bring our mission to life. Photos of children interacting with their teachers and classmates, learning something new, and making eye contact with the camera are preferred. Photos should represent all of Denver’s diverse communities.

Photography Examples



Please contact DPP for access to photography galleries.

ATTACHMENT E: DPP 2024-2025 Tuition Credit Scale

Denver Preschool Program
Monthly Tuition Credit Scale 2024-2025
(APPROVED)

TIER 1	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Less Than				
	2	\$27,593	1	\$642	\$321	\$738
	3	\$34,856	2	\$715	\$357	\$822
	4	\$42,119	3	\$825	\$412	\$949
	5	\$49,382	4	\$871	\$435	\$1,001
	6	\$56,645	5	\$960	\$480	\$1,104
	7	\$63,908				
	8	\$71,170				
		<==== More than 8 family members - add \$7,263 for each additional member				
TIER 2	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Greater Than				
	2	\$27,594	1	\$577	\$289	\$664
	3	\$34,857	2	\$643	\$322	\$740
	4	\$42,120	3	\$742	\$371	\$854
	5	\$49,383	4	\$784	\$392	\$901
	6	\$56,646	5	\$864	\$432	\$994
	7	\$63,909				
	8	\$71,171				
		<==== More than 8 family members - add \$14,526 for each additional member				
TIER 3	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Greater Than				
	2	\$55,189	1	\$545	\$273	\$627
	3	\$69,715	2	\$608	\$304	\$699
	4	\$84,241	3	\$701	\$351	\$806
	5	\$98,767	4	\$740	\$370	\$851
	6	\$113,293	5	\$816	\$408	\$939
	7	\$127,819				
	8	\$142,345				
		<==== More than 8 family members - add \$18,830 for each additional member				
TIER 4	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		Equal to or Greater Than				
	2	\$71,541	1	\$374	\$187	\$430
	3	\$90,371	2	\$417	\$209	\$480
	4	\$109,201	3	\$481	\$241	\$553
	5	\$128,031	4	\$508	\$254	\$584
	6	\$146,861	5	\$560	\$280	\$644
	7	\$165,691				
	8	\$184,521				
		<==== More than 8 family members - add \$21,520 for each additional member				
TIER 5	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		More Than				
	2	\$81,760	1	\$71	\$36	\$82
	3	\$103,280	2	\$79	\$40	\$91
	4	\$124,800	3	\$92	\$46	\$105
	5	\$146,320	4	\$97	\$48	\$111
	6	\$167,840	5	\$107	\$53	\$123
	7	\$189,360				
	8	\$210,880				
		<==== More than 8 family members - add \$21,520 for each additional member				
Opt Out *	Household Size	Income	Quality Rating	Full-Day Tuition Credit	Half-Day Tuition Credit	Extended-Day Tuition Credit
		n/a				
	n/a	n/a	1	\$36	\$18	\$41
	n/a	n/a	2	\$40	\$20	\$46
	n/a	n/a	3	\$46	\$23	\$53
	n/a	n/a	4	\$48	\$24	\$56
	n/a	n/a	5	\$53	\$27	\$61
	n/a	n/a				

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