



**DENVER PUBLIC SCHOOLS
OFFICE OF LEGAL SERVICES
Contract Routing and Approval form**

LEGAL SERVICES USE ONLY:

Received: ___/___/___

Completed: ___/___/___

Requesting Department/School _____

Administrator Sponsoring Contract ("Sponsoring Administrator") _____

Telephone () - Fax () - Email _____

Total Contract Cost/Value: \$ _____

NOTE: Sponsoring Administrator must complete all sections of this form BEFORE routing the contract. Contracts with a cost/value of more than \$1,000,000 or capital construction costs of over \$1,000,000 require Board of Education approval. Prior to the Board approving the contract, the Sponsoring Administrator must attend the Board Finance & Audit Committee meeting and the Board Work Session meeting to respond to any questions regarding the contract. *Failure to attend those meetings will result in the contract not being approved.*

ROUTING

The Sponsoring Administrator must route the contract in the following sequence:

1. Purchasing Department (for expenditure of DPS monies) *or* Grants Office (for DPS' receipt of grant monies)

Approval Signature: _____ Date: _____

2. Legal Services Department

Approval Signature: _____ Date: _____

ADDITIONAL APPROVAL LEVELS FOR PROCUREMENT

3. Authorized Signatory Under Board of Education Policy DJA, Based On Total Contract Value:

Superintendent or Designee, Chief Operating Officer (\$500,000-1,000,000)

Approval Signature: _____ Date: _____

Chief Financial Officer (\$250,000-500,000)

Approval Signature: _____ Date: _____

Executive Director of Finance (\$1.00-\$250,000) (Budget review)

Approval Signature: _____ Date: _____

Director of Purchasing (\$1.00-\$250,000)

Approval Signature: _____ Date: _____

Manager of Purchasing (\$1.00-\$100,000)

Approval Signature: _____ Date: _____

DPS Department Head (\$100,000 or less) Approval Signature: _____ Date: _____

(** Requires prior involvement by Purchasing and Legal)

Facilities and Capital Construction

Superintendent or Chief Operating Officer (Capital Construction Cost \$\$500,000-1,000,000)

Approval Signature: _____ Date: _____

Executive Director of Facility Management (Only for Capital Construction Value \$\$500,000 or Less)

Approval Signature: _____ Date: _____

Associate Executive Director of Facilities (Only for Capital Construction value \$250,000 or less)

Approval Signature: _____ Date: _____

Executive Director of Finance (\$1.00-\$250,000) (Budget review)

Approval Signature: _____ Date: _____

Director of Purchasing (\$1.00-\$250,000)

Approval Signature: _____ Date: _____

Manager of Purchasing (\$1.00-\$100,000)

Approval Signature: _____ Date: _____

DPS Department Head (\$100,000 or less)

Approval Signature: _____ Date: _____

(** Requires prior involvement by Purchasing and Legal)

DPS Board Of Education (Total Value of Over \$1,000,000 or Capital Construction Value Over \$1,000,000)

NOTE: If Board approval is required, follow sequence A-D below:

A. Finance & Audit Committee

Approval Signature: _____ Date: _____

B. Board of Education Office

Approval Signature: _____ Date: _____

(The Board Secretary will cause the contract to be placed on the agendas for the Finance & Audit Committee and Board Of Education meetings; promptly notify the Sponsoring Administrator of the dates/times/locations of those meetings; and ensure that contract copies are immediately delivered to the Chief Financial Officer and all Board Members in the appropriate manner.)

C. Board of Education Office Approval Signature: _____ Date: _____

(The Board Secretary will ensure that the contract is formally acted on by the Board at its Regular Meeting BEFORE presenting the contract to the Board President for signature.)

D. President, Board of Education Approval Signature: _____ Date: _____

4. Following contract signature by the authorized DPS Officer, please route contract to the Sponsoring Administrator.

GENERAL INFORMATION

Michael 'Mike' Thoma..., 2/26/09 1:10 PM
Deleted: .

**SUMMARY OF PROPOSED CONTRACT TERMS
(Must be completed by Sponsoring Administrator)**

Contract with _____

Description of goods and/or services to be provided or grant monies to be received: _____

Describe in Detail the total cost/value to the District: _____

Explain how the District's proposed expenditure of monies for these goods/services or receipt of grant funds will support The Denver Plan: _____

What steps did the Sponsoring Administrator take to ensure that DPS receives the most favorable price and terms for any goods/services? _____

Dates Goods/Services/Grant Monies will be provided: Start ___/___/___ End ___/___/___

CHECKLIST

REQUIREMENT	DESCRIPTION	SPONSORING ADMINISTRATOR'S INITIALS CERTIFYING COMPLETION
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits, master agreements, and appendices, are attached; and 2) All such documents have been read and agreed to in their entirety by the Sponsoring Administrator and any DPS staff members who have obligations under this contract.	
Understanding	All terms and conditions conform with the final negotiations/agreement of the parties.	
Competition/Conflicts with Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of DPS. The Sponsoring Administrator verifies that DPS can comply with all terms and conditions.	
Termination	The contract contains termination provisions which allow DPS to expeditiously terminate the contract upon reasonable cause, including DPS' loss of state or federal project funding, and without further obligation.	
Indemnification	DPS cannot indemnify hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, legal fees, damages, or losses incurred by that party in connection with the contract. The contract contains no such provisions.	
Warranties/Guarantees	Written warranties or guarantees give satisfactory protection to DPS and its investment under the contract.	
Insurance	The DPS Risk Management Department has approved any contract provisions requiring DPS or the contractor to maintain insurance coverage.	
Governing Law	The contract is governed under the laws of the State of Colorado.	
Confidentiality Provisions	All DPS confidential information including student and personnel records are protected from unlawful disclosure under the contract. All nondisclosure clauses include exceptions regarding disclosure as required by law or by a court of law. If not applicable indicate "n/a"	
Ethics	I have read Board of Education Policy GBEA (Staff Ethics) and I certify that approval of this contract will not result in a violation of that policy.	
Immigration	If contract is with any entity other than a Colorado or federal agency and it involves in any respect DPS paying for services (as opposed to goods), the mandatory immigration clause is included in the contract or as an addendum. (An addendum can be copied and downloaded from www.purchasing.dpsk12.org/)	
Total Cash Value/Authorized Expenditure	The contract has a total cash value of _____ (include ALL installment payments and fixed charges). NOTE: any contract renewals/extensions which require additional expenditures must be separately submitted by the Sponsoring Administrator for DPS approval. Any DPS expenditures under this contract have been budgeted or otherwise approved by the Chief Financial Officer or her designee, and do not otherwise violate any applicable DPS spending freeze.	

CERTIFICATION OF SPONSORING ADMINISTRATOR

I have read this contract entirely. I am satisfied with all contract terms including the description of the goods and services or grant to be provided to DPS (including, for example, warranties, deliver terms, acceptance period, and maintenance terms) and DPS' obligations under the contract (including, for example scope of work, payment due dates, late charges, tax charges, insurance, and confidentiality requirements). I understand and agree that I will be responsible for ensuring that the contract is properly administered until its termination.

Name of Sponsoring Administrator

Signature

Date

Title