



## **POUDRE SCHOOL DISTRICT R-1**

### **REQUEST FOR PROPOSAL**

#### **DISTRICTWIDE VOLUNTEER/VISITOR CHECK-IN SOLUTION**

**RFP # 20-62F-001**

#### **PROPOSAL SCHEDULE**

<b>RFP Issued</b>	<b>October 15, 2019</b>
<b>Supplier Questions due</b>	<b>October 24, 2019 – 2:00 p.m. MST</b>
<b>Q&amp;A Issued</b>	<b>October 28, 2019</b>
<b>RFP Closing Date</b>	<b>November 12, 2019 – 2:00 p.m. MST</b>

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**REQUEST FOR PROPOSAL  
DISTRICTWIDE VOLUNTEER/VISITOR CHECK-IN SOLUTION  
RFP # 20-62F-001**

Poudre School District, the District, is requesting sealed proposals for a Districtwide volunteer and visitor check-in solution that would be installed in approximately (50) District locations (schools, offices, etc.). The system would need to be installed and functional in a group of pilot schools by the spring of 2020; the goal is to have the solution fully installed and fully operational in all District identified facilities by the start of the 2020-2021 school year (August 2020).

The District is seeking a system that can provide the following but is not limited to: immediate background checks (multiple databases); can scan any form of government-issued identification with an option for manual entry; an ability for volunteers to filter schools and opportunities upon registration; alert office personnel when a visitor is flagged for further screening.

A successful visitor and volunteer check-in system solution would complement the safety and security infrastructures and procedures already in place at the District for the protection of students, staff and visitors to our public facilities.

The District shall provide copies of this RFP to Suppliers through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) where registered Suppliers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and the Supplier's response thereto. The District may provide copies of this RFP to other Suppliers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their response thereto.

**Questions regarding this RFP must be in writing and may be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on Thursday, October 24, 2019. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.**

**Note: Each question must be submitted individually. Multiple questions per entry will not be answered.**

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document/addendum via [www.bidnetdirect.com](http://www.bidnetdirect.com)

**The District will only accept and consider electronically submitted responses from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before 2:00 p.m. MST on Tuesday, November 12, 2019, at which time the submission portal will close and no further submissions be allowed or considered. It is the sole responsibility of the Supplier to see that their response is submitted through the BidNet portal by the submission deadline.**

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District.

Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal. The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Kelly Wooden  
Senior Procurement Agent

**REQUEST FOR PROPOSAL  
DISTRICTWIDE VOLUNTEER/VISITOR CHECK-IN SOLUTION  
RFP # 20-62F-001**

**BACKGROUND**

Poudre School District (the District) is a high-performing District serving roughly 30,000 students, 50+ schools and five charter schools. The District, the ninth-largest school district in Colorado, encompasses several communities including Fort Collins, Laporte, Timnath, Wellington, Red Feather, Livermore, Stove Prairie, and parts of Windsor, covering more than 1,800 square miles in northern Colorado, with diverse school settings. A map of District schools has been included as Exhibit B. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

*District vision: Poudre School District exists to support and inspire every child to think, to learn, to care, and to graduate prepared to be successful in a changing world.*

*District mission: Educate...Every Child, Every Day*

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

**1.0 GENERAL CONDITIONS**

- 1.1 Supplier must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.2 Proposals must meet or exceed specifications contained in this document.
- 1.3 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.4 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the Agreement.

- 1.5 It shall be the sole responsibility of the Supplier to pay for any and all costs associated with preparation and submission of their response. The District does not assume financial responsibility for late submissions.
- 1.6 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 The awarded Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 1.9 Information and materials submitted in response to this RFP may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.10 Proposals must contain a signature of an authorized representative of the Supplier in the space provided on the Proposal Certification Form. Failure to properly sign the proposal shall invalidate same and it shall not be considered for award.
- 1.11 The accuracy of the RFP is the sole responsibility of the Supplier. No changes in the proposal shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.12 For services requiring Supplier's presence on District property and the project site, the Supplier must provide proof of insurance that meets the insurance requirements stated in section 6.0 of this document.
- 1.13 The awarded Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Procurement Service Department.
- 1.14 Suppliers are required to submit the name, address, phone number, email address and contact person of at least three (3) K-12 Education references that have operated the proposed or similar solutions in an educational environment for a minimum of six (6) months. Colorado K-12 Education references are preferred.

- 1.15 Suppliers must note in the RFP response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Supplier fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Supplier agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Supplier. Nothing contained in the Contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.16 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Supplier(s) as deemed in the best interest of the District. There is no expressed or implied obligation for the District to reimburse responding Suppliers for any expenses incurred in preparing proposals in response to this request.
- 1.17 Responses to this RFP will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.18 Only the names of the Suppliers submitting proposals will be disclosed prior to the completion of Agreement negotiations.
- 1.19 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Suppliers are encouraged to check the Rocky Mountain E-Purchasing System/BidNet website prior to finalizing responses to ensure additional requirements are incorporated into its submissions.
- 1.20 The District reserves the right to negotiate further with one (1) or more Supplier or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Supplier to provide the services/products called for under the RFP and/or represented in the Supplier's response. Suppliers shall provide information in a timely manner to the District in connection with such inquiries and investigations. Suppliers may be asked to give presentations to the District regarding their proposals.
- 1.21 Should the District determine in its sole discretion that only one (1) Supplier is fully qualified or that one (1) Supplier is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Supplier.
- 1.22 A formal, fully executed Agreement along with a District issued purchase order referencing the awarded Supplier's proposal documents will result in a binding Agreement.

- 1.23 In the event the District has reasonable grounds to believe that any individual assigned to perform work under RFP has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an Agreement cannot be performed as a result of such action, the Agreement may be terminated.
- 1.24 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.25 The Agreement, at the option of the District, may be extended for up to four (4) additional one (1) year terms, with the commencement of a written mutually agreed upon amendment to the Agreement for each one (1) year term.
- 1.26 Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.25 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the supplier shall be paid up to the date of termination for services performed under and in accordance with this Agreement.
- 1.27 Independent Contractor
- 1.27.1 The Supplier shall provide the services as an independent contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this RFP.
- 1.27.2 The Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this RFP.



1.27.3 Nothing in this RFP or as a result of this RFP shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future supplier and the District. The future Supplier will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future supplier and shall not represent itself to be a partner, agent or representative of the Supplier.

1.28 Certification Regarding Illegal Aliens

1.28.1 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract and will not enter into a contract with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this contract through Supplier's participation in either:

(a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.28.2 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien.

Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 1.29 **Qualifications of Supplier**  
The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Supplier to perform the work and the supplier shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such supplier fails to satisfy the District that such Supplier is properly qualified to carry out the obligations of the Agreement and to complete the work/furnish the item(s) contemplated therein.
- 1.30 An Agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
- 1.31 The successful Supplier will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.32 Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services Manager within seventy-two (72) hours after the receipt of the notice of award.
- 1.33 Pricing/bids and deliveries are to be FOB destination freight prepaid and shall require inside delivery and installation unless otherwise specified in this solicitation. Title and risk of loss shall pass to the District upon inspection and written acceptance. Accordingly, the total unit cost of each item bid, shall include all handling, shipping and freight charges.
- 1.34 In the event the awarded Supplier defaults on its Agreement or the Agreement is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted Agreement. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.35 Although this solicitation specifies the number of goods/services intended to be purchased by the District, it is understood and agreed that the District may, during the term of the Agreement, purchase additional quantities of the same model or brand of goods/services at the Agreement price from the awarded Supplier. The option, if exercised, is the prerogative of the District and shall be honored by the Supplier as a condition of the Agreement award.
- 1.36 While the quantities are stipulated in this solicitation, it is hereby agreed and understood that the District has the right to adjust/reduce the quantities ordered in conjunction with this solicitation based on budgetary restrictions.

- 1.37 Notwithstanding prior acceptance of deliverables by the District, the Supplier shall expressly warrant all delivered endpoint devices programs and documentation as properly functioning at the start of operations and compliant with the terms of the Agreement thereafter. The warranty period will begin at the time the endpoint devices have been formally accepted in writing by the District. During the warranty period, the Supplier shall be responsible to correct, at its expense, any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Statement of Work.
- 1.38 The Supplier will correct all defects and/or deficiencies associated with this Agreement and replace incorrect or defective equipment, programs and/or documentation within five (5) business days of notification from the District in writing to the Supplier of such defects and/or deficiencies within such period, as may be necessary to make correction(s) using all due diligence and dispatch as mutually agreed upon between the District and the Supplier. Defects and/or deficiencies properly noted in writing to the Supplier before expiration of the warranty period will be fully covered regardless of such expiration. The Supplier shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.
- 1.39 The District shall not incur demurrage charges from the awarded Supplier who may choose to store product in an interim basis until delivery can take place. Any rental, storage, or demurrage charges are the responsibility of the awarded Supplier.
- 1.40 The awarded Supplier shall submit an invoice to the District's accounts payable department for completed deliveries. The invoice shall reference the appropriate purchase order number, the delivery address and the corresponding delivery ticket or packing slip for the items delivered. The date of the invoice shall not exceed thirty (30) calendar days from the date of delivery of the items. Under no circumstances shall the invoice be submitted to the District in advance of the delivery and written acceptance of the items.
- 1.41 For the purposes of solicitation evaluation, Suppliers must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the bid fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or as a whole, do not meet the standards established in the specifications.

## **2.0 SCOPE OF WORK**

### **2.1 Background**

- 2.1.1 The District is seeking a Districtwide solution that can seamlessly integrate check-in and management systems for both its visitors and volunteers, in order to help ensure that students and staff have high-quality and safe facilities in which to learn and work.

- 2.1.2 As of April 2019, the District had approximately 23,000 active volunteers. Currently, all are required to apply through the District’s online system and consent to a background check prior to being approved to start volunteer work in the District’s schools and facilities.
- 2.1.3 Additionally, the District welcomes approximately 7,000 one-time visitors to schools each year that are not registered in the volunteer system and have not undergone a background check.
- 2.1.4 District policies relating to visitors and volunteers have been included in Exhibits C – G, for reference.

**2.2 Solution Functionality and Requirements**

2.2.1 The following table lists the desired solution features, including priority levels for the various applications. Suppliers shall indicate either a “Y” for Yes or “N” for No in the “Y/N” column for each feature. Suppliers shall include the completed table in their RFP response, as well as, supporting documentation to demonstrate how they are capable of meeting the criteria.

#	Features	First Tier: Critical	Second Tier: High Priority	Third Tier: Desirable	Supplier: Y/N
	<b>COMPLIANCE AND TECHNOLOGY BASICS</b>				
1	Responsive design – Site will adapt automatically to the device upon which it is displayed.	X			
2	Supplier provides annual documentation on security governance program/policy and standards. Documentation shall be provided to District initially and then only upon request by District or when Supplier updates/changes documentation during the term of the Agreement.	X			
3	Supplier will notify District designee in the event of a system security breach. Written notification shall be provided to District within (24) hours of breach to District’s contract administrator.	X			
4	Supplier to allow for audits, data requests and routine compliance checks.	X			
5	District maintains and backs up all data.	X			

6	User counts are estimates and do not constitute a commitment by District to purchase specific number of licenses.	X			
7	System must be ADA complaint	X			
8	Supplier must enter into a service-level agreement with District	X			
9	Supplier discloses any information they receive and maintain	X			
10	All data is owned by District, including at termination of agreement for any reason	X			
	<b>USER INTERFACE</b>				
11	Supplier must provide dynamic or configurable portal by site.	X			
12	Unlimited customizable volunteer/visitor project and program locations	X			
13	System will have the capability to serve users through multiple languages (Spanish, Arabic, Mandarin, Korean, etc.)	X			
14	District system users can customize their volunteer/visitor portal fields (ex. Reason for visiting: Lunch, meeting. Ex. Add drop downs to filter data)	X			
	<b>EXTERNAL SYSTEMS INTEGRATION</b>				
15	Integrates with Sterling Volunteers in addition to real-time background verification.	X			
16	Must integrate with Synergy, District's student information system. Checks visitors/volunteers against custom school or district databases, which may contain custody alerts and/or banned visitors/volunteers.	X			
17	A calendar that integrates and posts confirmed volunteer opportunities to school websites/calendars (Drupal/Google)			X	
	<b>SYSTEM ADMINISTRATION</b>				
18	System must provide auditing functionality.	X			

19	Ability for administrator to override system and issue credentials	X			
20	Site administrator or designee has ability to manually enter credentialing/identification information for visitors or volunteers	X			
21	Scalable infrastructure capable of handling greater than 75 sites.	X			
22	System automatically flags visitors/volunteers to site who have an event noted in background check	X			
23	Volunteers with expired certifications/backgrounds screening disabled from self-scheduling		X		
	<b>SUPPORT/IMPLEMENTATION</b>				
24	Provide initial and ongoing training (ideally a combination of in-person/on-site and online resources); supplier should include costs for the various options	X			
25	Supplier must provide a formal implementation plan and schedule as well as a line-item of any project-management/implementation costs ahead of performing work	X			
26	Supplier must provide a project manager as main contact through implementation process and notification if the contact has changed	X			
27	Supplier must migrate historical data for 23,000+ volunteers from numerous sources	X			
28	System must have notification feature that provides users information about new features available to users (Ex. A system user can now do X with their volunteer database)	X			
29	Supplier shall not implement any system updates if/until District reviews the update and decides whether to upgrade and when.	X			
	<b>COMMUNICATIONS</b>				
30	Communication abilities/tools among volunteer coordinators and volunteers	X			

31	Email capability	X			
32	Communications log with date/ time stamp; saves user and administrator emails		X		
33	Schedule available volunteers or send invites to your volunteer database requesting their service	X			
34	Auto email reminder to volunteers that they've signed up for an event/ project		X		
35	Ability to send surveys to volunteers to collect metrics (hours worked, impact, etc.)		X		
36	Option for text message reminders and option to opt out of various communications		X		
	<b>VOLUNTEER/VISITOR</b>				
37	Ability to print Visitor/Volunteer badges (with photo/name/date/time)	X			
38	Visitors/Volunteers may check in at a designated self-check-in site station on their own: system processes automatically	X			
39	View need-to-know information, like open slots and volunteer schedules from a single screen.	X			
40	Individual District system users can update volunteer/visitor contact details and profile information	X			
41	Ability for volunteers to add opportunities to calendar		X		
42	Ad-hoc hours can be entered into system by internal admin users and assigned to specific school/ program/ project/ department		X		
43	View all volunteers by school/ department who are currently available to volunteer for a shift or timeslot		X		
44	Volunteer coordinators are alerted for birthdays, anniversaries, etc.		X		
	<b>TRACKING, METRICS</b>				
45	Export schedules/ rosters as PDF or Excel/ CSV/ TXT/ XLS		X		

46	Easy to create, submit, archive, duplicate, re-post volunteer opportunities and projects		X		
47	Ability to filter/ view/ export/ print reports by school/ department/ project/ program	X			
48	Set awards and goal levels, ability to enter retirement/ recognition/ milestones for volunteers		X		
49	Infographics display hours, impact value, and opportunity responses	X			

## 2.3 Schedule/Implementation/Installation

2.3.1 Provide a detailed project implementation plan that includes at minimum:

2.3.1.1 A schedule showing beginning and end dates of all tasks. The districtwide volunteer and visitor check-in solution would need to be installed in approximately fifty (50) District locations (schools, offices, etc.). The system would need to be installed and functional in a group of pilot schools by the spring of 2020; the goal is to have the system/equipment fully installed and fully functional in all District identified facilities by the start of the 2020-2021 school year (August 2020). The District expects that a training schedule, both virtual and in-person, to be included in the implementation plan, and that any implementation work be approved by and done in collaboration with District staff.

2.3.1.2 A table listing proposed labor hours for all tasks and if the labor will be supplied by the Supplier and/or by the District.

2.3.1.3 A brief description of each task and its outcome(s).

2.3.1.4 A description of each proposed deliverable.

2.3.1.5 The project plan must present the Supplier's approach for completing the project in keeping with the requirements.

2.3.2 Thoroughly describe your implementation approach.

2.3.3 Provide details on how you assist customers in making configuration decisions.

2.3.4 Describe how your staff involves customer stakeholders during the implementation process.

2.3.5 Describe any testing that would be conducted prior to the District wide roll out. Also identify resources and labor hours required for testing (noting which tasks will be tested by the Supplier and which will be tested by the District).



2.3.6 Acceptance of solution shall be given once the system has been validated to be fully installed and fully functional in all District facilities.

## **2.4 Training and Support**

2.4.1 Thoroughly describe your training plan/strategy and anticipated hours and types of training that would be required/provided for various stakeholders within the District. All costs associated with initial training shall be provided.

2.4.2 Suppliers shall also propose a training plan/strategy for on-going/as needed training and how that training will be delivered. All costs associated with on-going/as needed training shall be provided.

2.4.3 Provide detailed information regarding the initial and ongoing maintenance and support offered by your company. This shall include at minimum hours of operation (including address(es) and time zone(s) of support location(s)), types of support, response times by severity level, and other pertinent details.

2.4.4 Include your standard maintenance and support agreement for public education or government agencies, including service level metrics.

2.4.5 The District is seeking customer support from 7:00am – 5:00pm (MST) Monday-Friday with an option for weekend support on an as-needed basis. The District is also interested in having an online customer support center (video tutorials, FAQs, online messaging with a representative) that's potentially accessible 24/7. Please describe your capabilities and abilities to meet the above-mentioned support features.

## **2.5 Reporting**

2.5.1 Describe in detail your solutions reporting capabilities. If sample, printable reports are available, please include an assortment of sample reports as exhibits to your RFP response.

## **2.6 Equipment Warranties and Maintenance**

2.6.1 Suppliers shall provide detail around their equipment warranty including availability of local maintenance support and response times.

2.6.2 Provide detail for maintenance plans, if available for the equipment as well as associated costs for each plan.

## **3.0 REVIEW AND ASSESSMENT**

3.1 A team consisting of District staff will be assembled to evaluate responses to this RFP, based on the criteria identified in Section 2.0. The District anticipates awarding this RFP to one (1) Supplier.

3.2 Responses meeting the requirements of this RFP will be evaluated on the general criteria listed in the table below. These criteria will form one (1) basis for review of the written proposals and interview session (if required).

If it is concluded a response does not meet the requirements of this RFP, the proposal may be considered non-responsive and may not receive any further consideration.

- 3.3 The rating scale will be from 0 to 5, with 0 being does not meet criteria, 3 being an average rating and 5 being an outstanding rating.
- 3.4 Each responsive proposal will be evaluated on a cumulative point system.

	<b>Criteria</b>	<b>Score (0-5)</b>	<b>Comments</b>
1	Proposed Solution		
2	Implementation Plan and Schedule		
3	Service & Warranty		
4	Cost Proposal One-time & Ongoing Costs		
	<b>Total Points:</b>		

3.5 Interviews/Demonstrations

- 3.5.1 In addition to submitting a written proposal, shortlisted Suppliers may be interviewed by the District and asked to participate in an oral presentation about their company and approach to the project. Included in this interview will be a demonstration of the proposed solution and its capabilities. Secondary scoring may be used to evaluate Supplier presentations (if required).
- 3.5.2 Selected Suppliers should be prepared to provide an in-depth demonstration of their proposed solution.
- 3.5.3 The interview/demonstration phase will either take place on-site at a District location in Fort Collins, Colorado or via a virtual conference call/webinar.

3.6 Travel and Expenses

- 3.6.1 Suppliers will include and identify all related travel and expenses with their cost proposal.
- 3.6.2 Suppliers will not be compensated for proposal preparation or travel required for the presentation/demonstration phase of the selection process (if selected).

## 4.0 COST PROPOSAL

- 4.1 Supplier must use the cost proposal format below or a similar representation of the same information to submit their costs and rates for the solution and services described in this RFP. Suppliers may also include additional documentation supporting the information included in this form.

	<b>Proposed Costs for Initial Implementation</b>	<b>Proposed Cost</b>
4.1.1	License Fee Perpetual/Annual/Monthly for all locations within the District Supplier to provide full description of pricing approach	
4.1.2	Additional 3 <sup>rd</sup> Party Products (Supplier to provide details as part of the software/solution)	
4.1.3	Hardware Required to Support the Solution (Supplier to provide descriptions and specification sheets for each hardware item incorporated in this cost)	
4.1.4	Implementation	
4.1.5	Configuration/Customization	
4.1.6	Training (Supplier to describe training including location or type of training and how many hours and users are included in the training)	
4.1.7	Travel and Accommodations (if applicable)	
4.1.8	Infrastructure (e.g. server requirements, etc.)	
4.1.9	Other costs not included in the categories above (e.g. cloud hosting, etc.) Please include additional lines and itemize and identify if they will be one (1) time costs or on-going/annual costs.	
	<b>Proposed Costs for Renewal Years</b>	<b>Proposed Cost</b>
4.1.10	Annual Maintenance/Support for Renewal Years (if exercised)	Renewal Option 1:  Renewal Option 2:  Renewal Option 3:  Renewal Option 4:

	<b>Proposed Costs for Renewal Years</b>	<b>Proposed Cost</b>
4.1.11	Configuration/Customization	Renewal Option 1: Renewal Option 2: Renewal Option 3: Renewal Option 4:
4.1.12	Training	Renewal Option 1: Renewal Option 2: Renewal Option 3: Renewal Option 4:

**5.0 REFERENCE EVALUATION**

5.1 The Project Manager may check references using the following criteria for the top ranked Supplier(s). The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Has the Supplier met your expectations for performance? If no, why? Would you continue to exercise your Agreement with this Supplier, if given a choice?
Thoroughness	Does the Supplier follow through with the project in the exact manner agreed upon, keeping you informed of status, and on-schedule? Is there connectivity between the sale, services provided, and final results?
Knowledge of Solution	Is there an understanding of professional practices and procedures? Are the specifications complete, thorough and accurate? Are the products the right “fit” for your students and staff?
Reporting	Are the Supplier’s reports thorough and complete? Do they address your needs? Are they customizable? Do they extend beyond generic or canned reports?
Specific Agreement Requirements	Is the Supplier able to meet required schedules? Are the products/services accurate, complete and professional? Is there a dedicated representative?
Cost	Did Supplier work with you to find configuration(s) to best match technical specifications and stay within budget constraints? How did the addition of services affect per unit costs? Did Supplier maintain prices as product lines changed throughout the Agreement period?

## 6.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management Email: [risk@psdschools.org](mailto:risk@psdschools.org)  
2407 Laporte Ave  
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 6.0 shall not reduce the indemnification liability that Supplier has assumed in section 6.1.

### Commercial General Liability

#### Minimum Limits

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage   | \$1,000,000 |
| b. General Aggregate   | \$2,000,000 |
| c. Products/Completed Operations Aggregate   | \$1,000,000 |
| d. Personal/Advertising Injury   | \$1,000,000 |
| e. Coverage must be written on an "occurrence" basis.  |             |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement. |             |

### Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

#### Minimum Limits

- |  |             |
|--|-------------|
| a. Per Loss  | \$1,000,000 |
| b. Aggregate   | \$1,000,000 |
| c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Supplier shall maintain continuous coverage, as required by the Agreement, for this period. |             |
| d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.  |             |

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Supplier's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**Crime Coverage** (for Agreements allowing privileged access to network systems, valuable property or sensitive data)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Supplier.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles** (Only if Supplier Operates Vehicles in Performing Any Services Under This Agreement)

Bodily Injury & Property  
Damage Combined Single Limit \$1,000,000

**Workers' Compensation and Employers' Liability\***

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident  
\$500,000 Disease –  
Policy Limit  
\$500,000 Disease –  
Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

\* This requirement shall not apply if Supplier is exempt under the Colorado Workers' Compensation Act AND if Supplier has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

## **6.1 Indemnification**

Supplier shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier's operations, provision of Services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 6.1 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

## **7.0 MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals **must** be organized in the manner specified below:

### **7.1 Title Page**

7.1.1 Show the RFP subject, the name of the proposing Supplier, address, telephone number, name of the contact person and the date.

### **7.2 Table of Contents**

7.2.1 Include a clear identification of the material by section and by page number.

### **7.3 Letter of Transmittal – Limit to three (3) pages.**

7.3.1 Briefly state the Supplier's understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.

7.3.2 State the names of the person(s) who will be authorized to make representations for the Supplier, their titles, addresses, phone numbers, and email addresses.

### **7.4 Proposer's Approach**

7.4.1 Submit a work plan to accomplish the scope and questions defined in the Scope of Work (Section 2.0) meeting the established critical deadlines.

7.4.1.1 Responses should be formatted in order, labeled as such, and follow the exact sequence of the RFP Scope section.

7.4.1.2 Clarification information, tables and requests for information requested throughout the solicitation shall be clearly labeled with the section and subsection number and then include the Supplier's response/requested information.



7.4.1.3 Any and all assumptions shall be clearly stated in the Supplier's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Supplier's response to be considered non-responsive.

**7.5 References**

7.5.1 Provide references (organization names, contact names, addresses, email addresses and phone numbers), as requested in section 1.14.

**7.6 Proposal Certification Form**

7.6.1 Submit the completed Form (Section 8.0).

**7.7 Cost Proposal**

7.7.1 Submit the cost proposal form (Section 4.0) and supporting documentation (if needed). Documentation shall be clearly labeled: "RFP 20-62F-001."

8.0 PROPOSAL CERTIFICATION FORM

REQUEST FOR PROPOSAL  
DISTRICTWIDE VOLUNTEER/  
VISITOR CHECK-IN SOLUTION  
RFP # 20-62F-001

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **Tuesday, November 12, 2019 2:00 p.m. MST.**

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Supplier has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- Supplier will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the Supplier’s proposal responding to the RFP.
- Supplier meets or exceeds all the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Supplier’s proposal is being offered independently of any other Supplier and in full compliance with the terms specified in the RFP.
- Supplier will accept any awards made to it, contingent on Agreement negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

Company Name: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(if different from Agent – include email address and phone number)

**NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.**

## 9.0 AGREEMENT

- 9.1 Successful award is contingent upon a successfully negotiated and executed Agreement. A sample District Agreement is included in this RFP as Exhibit A.
- 9.1.1 Any response which fails to conform to the material requirements of this solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements or any terms and conditions of the Solicitation, no matter how slight may be rejected. Suppliers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Services Manager.
- 9.1.2 For the purposes of solicitation evaluation, Supplier must indicate any variances within their response to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood the District reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the specifications.
- 9.1.3 Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification.
- 9.2 Once the evaluation of the responses received has concluded and the intent to award is issued to the recommended Supplier, the recommended Supplier will have seven (7) business days from receipt of Agreement to successfully negotiate an Agreement with the District.

# **EXHIBIT A**

## **SAMPLE DISTRICT AGREEMENT**

## SERVICES AGREEMENT

This Agreement is entered into this XX day of XX, 20XX, by and between Poudre School District R-1 (the “District”) and {CONTRACTOR} (the “Provider”). The District and the Provider are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. **Term and Termination of Agreement.**

1.1. **Term.** This Agreement shall commence as of the date first written above and shall continue through and including {DATE}, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to X additional one-year terms.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. **Termination for Cause.** Notwithstanding the provisions of section 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.2 and 1.3 above, the District or the Provider may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

### 2. **Deliverables and Purchase Price.**

#### 2.1. **Services.**

**{SCOPE OF WORK}**

2.2. **Invoices.** Invoices for Services provided shall be submitted to the District’s {DEPARTMENT} within one (1) week of Service. Invoices for such Services shall include (a) each date on which Services were provided, (b) the District location for which the Service were provided, and (c) description of the Services provided on each date. All invoices must be submitted within 45 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.3. **Individuals Providing Services for Provider Under this Agreement.** In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or other illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District location. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated in accordance with section 1.3 of this Agreement.

2.4. **Nondiscrimination.** In providing the Services and conducting its operations under this Agreement, the Provider and its employees shall comply with all applicable federal, state and local laws prohibiting discrimination, including harassment, on the basis of race, creed, color, national origin, age, sex, sexual orientation, religion, ancestry and disability.

2.5. **Independent Contractor.**

2.5.1. The Provider shall provide the Services under this Agreement as an independent contractor of the District. As such, the Provider shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

2.5.2. The Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

2.5.3. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between the Provider and the District. The Provider is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of the Provider and shall not represent itself to be a partner, agent or representative of the Provider.

2.5.4. The Provider shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. The Provider acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District.

2.6. **Certification Regarding Illegal Aliens.**

2.6.1. The Provider certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to the Provider that the

subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. The Provider also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through the Provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

2.6.2. The Provider shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If the Provider obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, the Provider shall notify the subcontractor and the District within three (3) days that the Provider has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. The Provider shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If the Provider participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

## **2.7 Insurance.**

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management Email: [risk@psdschools.org](mailto:risk@psdschools.org)  
2407 Laporte Ave  
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 2.7 shall not reduce the indemnification liability that Supplier has assumed in section 2.7.1.

## Commercial General Liability

### Minimum Limits

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage   | \$1,000,000 |
| b. General Aggregate   | \$2,000,000 |
| c. Products/Completed Operations Aggregate   | \$1,000,000 |
| d. Personal/Advertising Injury   | \$1,000,000 |
| e. Coverage must be written on an “occurrence” basis.  |             |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement. |             |

## Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

### Minimum Limits

- |  |             |
|--|-------------|
| a. Per Loss  | \$1,000,000 |
| b. Aggregate   | \$1,000,000 |
| c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Supplier shall maintain continuous coverage, as required by the Agreement, for this period. |             |
| d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.  |             |

The insurance shall provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Supplier’s services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**Crime Coverage** (for Agreements allowing privileged access to network systems, valuable property or sensitive data)

### Minimum Limits

- |          |             |
|----------|-------------|
| Per Loss | \$1,000,000 |
|----------|-------------|

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Supplier.
- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.



- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles** (Only if Supplier Operates Vehicles in Performing Any Services Under This Agreement)

Bodily Injury & Property Damage  
 Combined Single Limit \$1,000,000

**Workers' Compensation and Employers' Liability\***

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident  
 \$500,000 Disease – Policy Limit  
 \$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

\* This requirement shall not apply if Supplier is exempt under the Colorado Workers' Compensation Act AND if Supplier has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

**2.7.1 Indemnification.**

Supplier shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier's operations, provision of Services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 6.1 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

**2.7.2 Notices and Communications.**

All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1  
Attn: Tracy Stibitz 2407 LaPorte Avenue Fort Collins, CO 80521  
E-mail: tstibitz@psdschools.org

{COMPANY NAME}  
{COMPANY ADDRESS}  
{COMPANY EMAIL}

Notices to the District {DEPARTMENT} shall be made in accordance with the following contact information:

Poudre School District R-1  
Attn: {NAME}  
{ADDRESS}  
Email: {EMAIL}

**3. Miscellaneous.**

3.1. **No Assignment.** The Provider shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

3.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

3.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District, with agreement by both parties in the same manner and with the same formality as was done for this Agreement.

3.4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue of any and all actions at law or in equity concerning or arising out of this Agreement shall be solely in the District Court in and for Larimer County, Colorado.

3.5. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 4.5 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

3.6. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Provider. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Provider. It is the express intent of the parties that any person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

3.7. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

3.8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

3.9. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

3.10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

3.11. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

3.12. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

3.13. **Liquidated Damages.** Liquidated Damages for Late Delivery  
Upon failure of the awarded vendor(s) to deliver the fully functional solution in accordance with the specifications and to the satisfaction of the District within the time stated, the Contractor(s) shall be subject to charges for liquidated damages in the amount of five percent (5%) of the total contract amount or actual costs incurred, whichever is less, for each and every calendar day that all products ordered are not delivered to and accepted by the District. As compensation due to the District for loss of use and for the additional costs incurred by the District due to such non-completion of work, the District shall have the right to deduct said liquidated damages from any amount due or that may become due to the Contractor(s) under this agreement or to invoice the Contractor(s) for such damages if the costs incurred exceed the amount due to the vendor(s).

IN WITNESS WHEREOF, the District and the Provider have signed this Agreement with the intent that it be effective as of the date first set forth above.

{COMPANY NAME}

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_  
{NAME}  
{TITLE}

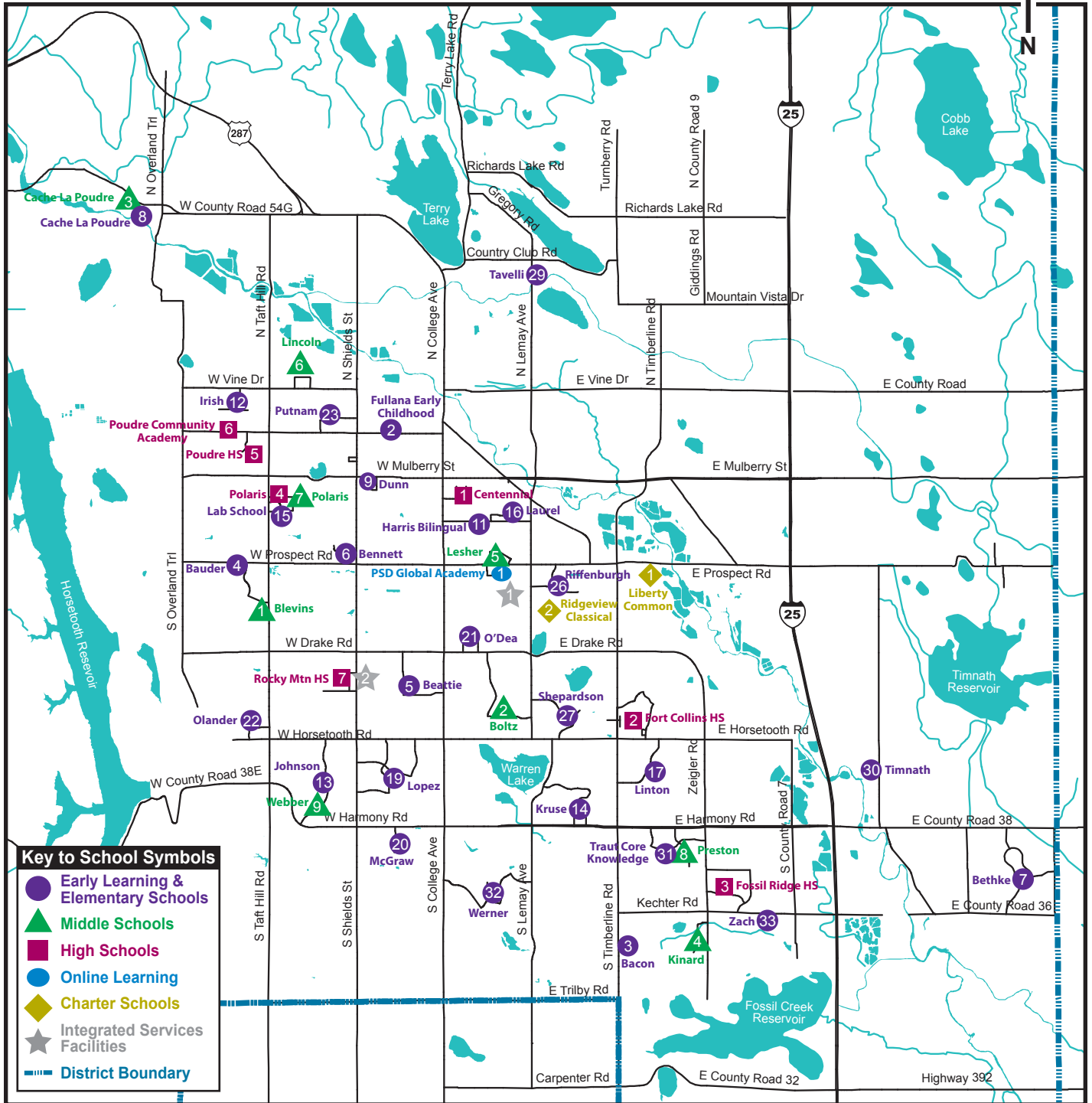
By: \_\_\_\_\_  
{NAME}  
{TITLE}

By: \_\_\_\_\_  
{NAME}  
{TITLE}

SAMPLE

**EXHIBIT B**  
**MAP OF SCHOOLS**

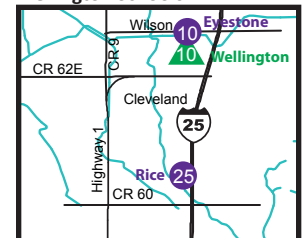
# Map of Schools in Poudre School District



## Mountain Schools (from Fort Collins)

- 18 Livermore:** Take US-287 N (LaPorte Bypass - Laramie, WY exit); go 16.5 miles to Livermore. Turn left on Red Feather Lakes Road (CR 74E); school site is located on the right.
- 24 Red Feather:** Take US-287 N (LaPorte Bypass - Laramie, WY exit); go 16.5 miles to Livermore. Turn left on Red Feather Lakes Road (CR 74E); continue 24 miles; turn slight right onto Creedmore Lakes Road (CR 73C); go .5 miles to school site.
- 28 Stove Prairie:** Take US-287 N, continue straight to go onto CR-54G/Old US 287. Turn left on Rist Canyon Road (CR-52E); go 13.2 miles to school site.

## Wellington Schools





**POUDRE  
SCHOOL  
DISTRICT**

*Educate...  
Every Child. Every Day*

### Early Childhood Programs

- 1 Bartley Early Childhood Center..... 490-3204
- 2 Fullana Learning Center..... 490-3160

### Elementary Schools

- 3 Bacon..... 488-5300
- 4 Bauder..... 488-4150
- 5 Beattie..... 488-4225
- 6 Bennett IB World School..... 488-4750
- 7 Bethke..... 488-4300
- 8 Cache La Poudre (CLP)..... 488-7600
- 9 Dunn IB World School..... 488-4825
- 10 Eyestone..... 488-8600
- 11 Harris Bilingual..... 488-5200
- 12 Irish..... 488-6900
- 13 Johnson..... 488-5000
- 14 Kruse..... 488-5625
- 15 Lab School for Creative Learning..... 488-8260
- 16 Laurel School of Arts & Technology.... 488-5925
- 17 Linton..... 488-5850
- 18 Livermore..... 488-6520
- 19 Lopez..... 488-8800
- 20 McGraw IB World School..... 488-8335
- 21 O'Dea Core Knowledge..... 488-4450
- 22 Olander School for  
Project-Based Learning..... 488-8410
- 23 Putnam School of Science..... 488-7700
- 24 Red Feather..... 488-6550
- 25 Rice..... 488-8700
- 26 Riffenburgh..... 488-7935
- 27 Shepardson..... 488-4525
- 28 Stove Prairie..... 488-6575
- 29 Tavelli..... 488-6725

- 30 Timnath..... 488-6825
- 31 Traut Core Knowledge..... 488-7500
- 32 Werner..... 488-5550
- 33 Zach Core Knowledge..... 488-5100

### Middle Schools

- 1 Blevins..... 488-4000
- 2 Boltz..... 472-3700
- 3 Cache La Poudre..... 488-7400
- 4 Kinard Core Knowledge..... 488-5400
- 5 Leshar IB World School..... 472-3800
- 6 Lincoln IB World School..... 488-5700
- 7 Polaris Expeditionary Learning..... 488-4400
- 8 Preston..... 488-7300
- 9 Webber..... 488-7800
- 10 Wellington..... 488-6600

### High Schools

- 1 Centennial..... 488-4940
- 2 Fort Collins..... 488-8021
- 3 Fossil Ridge..... 488-6260
- 4 Polaris Expeditionary Learning..... 488-8260
- 5 Poudre..... 488-6011
- 6 Poudre Community Academy..... 488-6000
- 7 Rocky Mountain..... 488-7023

### Online Learning

- 1 PSD Global Academy K-12..... 490-3086

### Charter Schools

- 1 Liberty Common..... 482-9800
- 2 Ridgeview Classical..... 494-4620

### Integrated Services Facilities

- ★ Community Connections..... 282-3790
- ★ Cooper Home..... 484-7836

### District Numbers

- Administrative Offices..... 482-7420
- Asst. Superintendent, Elementary..... 490-3302
- Asst. Superintendent, Secondary..... 490-3201
- Academic/Immunization Records..... 490-3142
- Athletics..... 490-3106
- Bilingual Education..... 490-3081
- Board of Education..... 490-3607
- Boundaries/Attendance Areas..... 490-3232
- Budget Manager..... 490-3355
- Building/Facility Rental..... 490-3333
- Bus Routes..... 490-3232
- Career Education..... 490-3652
- Child Nutrition..... 490-3557
- Communications..... 490-3427
- Curriculum, Instruction & Assessment..... 490-3664
- Dropout Options..... 490-3239
- Early Childhood Programs..... 490-3204
- Emergencies..... 490-3333
- Foundation/PSD Closet..... 490-3292
- Gifted Education..... 490-3076
- Home School/Homebound..... 490-3178
- Human Resources..... 490-3488
- Medicaid Program..... 490-3264
- Partnerships & Volunteers..... 490-3208
- School Choice..... 490-3543
- School Information..... 490-3201
- Special Education Services..... 490-3233
- Special Ed. Student Records..... 490-3004
- Superintendent of Schools..... 490-3607

# **EXHIBIT C**

## **DISTRICT POLICY KI VISITORS TO SCHOOLS**





## KI - VISITORS TO SCHOOLS

All visitors to Poudre School District schools shall be subject to the terms of this policy. Failure to comply with the terms of this policy may result in the denial or withdrawal of the visitor's authorization to visit the school, and/or referral of the matter to law enforcement.

1. As used in this policy, "visitor" includes any person who is not a member of the student body and who is not a member of the regular school staff, and who comes upon school grounds and/or enters a school building.
2. School visitation by District employees who are not members of the regular school staff shall occur as determined by the District to be necessary or advisable.
3. School visitation by individuals who are not District employees is a privilege, not a right, which may be limited, denied or revoked by the District, principal, or principal's designee based on considerations of student and/or staff safety, efficient school operations, maintenance of a proper educational environment, or failure to comply with the terms of this policy.
4. The District or school may authorize individuals who are not District employees to visit a school and/or to observe or participate in school activities, including but not limited to education-related activities, as deemed by the District or school to be necessary, appropriate or in the best interest of the District, the school, and/or one or more students or staff members at the school. The time(s) and duration(s) of such visits shall be determined by the District or school.
5. Notwithstanding the terms of paragraph 4 above and unless otherwise authorized by the appropriate assistant superintendent of school services, requests by individuals who are not District employees to observe classrooms or other areas of the school where education-related activities are in progress shall only be approved for: (a) the parents/guardian of a student in the classroom or area being visited; (b) relatives of a student in the classroom or area being visited; and (c) other visitors authorized by the student's parents/guardian whose observation is reasonably necessary for the student's benefit, as determined by the District or school. With respect to such requested observations:
  - No more than three (3) visitors shall be approved to observe at any one time, except in unusual circumstances as authorized by the appropriate assistant superintendent of school services.
  - Visitors approved to observe shall not interfere, distract or otherwise disrupt the education-related activities.

- Approved observations by all visitors concerning a particular student shall be considered in the aggregate and shall be limited to the period of time one (1) day per week established by District or school rules, except in unusual circumstances as authorized by the appropriate assistant superintendent of school services.
6. All visitors to school buildings must enter only through designated doors and report directly to the school office immediately upon entering the building.
  7. Upon reporting to the office all visitors must state their business to a school official, who may request any confirmation of the visitor's identity or business, documentation, or other information the official deems necessary in the interest of securing the safe and efficient operation of the school. If the visitor is deemed to have legitimate business at the school, he or she may be authorized access to those parts of the school building and grounds necessary for that business. In such cases, the visitor: (a) may be required to sign in and out; (b) may be required to wear an identification badge, which must be prominently displayed at all times the visitor is at the school and which must be returned before the visitor leaves the school; and (c) may be required to be accompanied by a District employee for some or all of the visit.

Adopted by Board: April 1972

Revised by Board: July 1974

Revised by Board: September 1980

Revised by Board: April 1982

Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995

Revised by Board: February 10, 1997

Revised by Board: October 11, 2004

Revised by Superintendent: April 9, 2007, effective July 1, 2007

Revised by Superintendent: March 22, 2010, effective July 1, 2010

Revised by Superintendent: February 28, 2011

#### LEGAL REFS:

C.R.S. 18-4-504

C.R.S. 18-9-109

C.R.S. 18-9-110

C.R.S. 18-9-112

C.R.S. 18-9-117

C.R.S. 18-12-105.5

C.R.S. 18-18-407(2)

#### CROSS REF:

JHCA, Open/Closed Campus

KFA, Public Conduct on School Property

KJ, Volunteers

# **EXHIBIT D**

**DISTRICT POLICY KJ  
VOLUNTEERS**



## KJ - VOLUNTEERS

Poudre School District R-1 encourages parents, guardians and other individuals from the community to volunteer their time, knowledge and abilities for the benefit of students in our schools. Authorized volunteers enrich the District's educational programs and extracurricular activities, and strengthen our schools' relationships with families, businesses, public agencies and private institutions. The presence of authorized volunteers in the classroom, on school grounds and at activities away from school also enhances the supervision of students and contributes to school safety.

For purposes of this policy, a "volunteer" is an individual, except a student enrolled in a District school, (a) who provides an act or service without compensation for the benefit of a District school, staff and/or students subject to the direction and control of the school's principal and his/her designees, and (b) whose volunteer service could involve contact with one or more students outside the physical presence of a District employee, even if such contact may occur incidentally by chance at school or a school activity and for only a brief period of time. For purposes of this policy, an "authorized volunteer" is an individual (a) who qualifies as a "volunteer" under the definition in the immediately preceding sentence, (b) is registered as provided in this policy, and (c) is providing service to the District in accordance with this policy. Volunteer service is a privilege that may be granted, denied or revoked at any time in the District's sole discretion.

In order to help ensure appropriate oversight of school activities and the welfare and safety of staff and students, every individual who wishes to serve as a volunteer (including parents/guardians) must first be registered by the District, in accordance with the terms and conditions set forth below. This requirement applies to all volunteer service, whether it is only for a single occasion or will occur on a sporadic or regular basis, and regardless of the program, event or activity involved.

The volunteer registration process shall be conducted in accordance with the following procedures:

1. Individuals who wish to serve as volunteers must first complete a volunteer application and agreement, which may be done online through the District's Internet website. Volunteer application and agreement forms are also available from, and completed forms may be submitted to, the District's Partnership and Volunteer Center or the building volunteer coordinator at the school for which the individual wishes to volunteer.
2. A background check shall be conducted by the District, at its expense, as part of the volunteer application review process. This background check requirement is not meant to discourage or offend prospective volunteers, but rather to help ensure the safety and welfare of the District's students.

3. All information provided in the volunteer application and agreement, and all information received by the District through the volunteer background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a “need to know” basis as authorized by law.
4. An individual’s volunteer service may be denied if the District determines that such volunteer service would be incompatible with the protection of student health, welfare, safety or morals, based on information provided in the volunteer application and agreement, information discovered through a background check, or information discovered by other means. Determinations in this regard may be appealed to the executive director of human resources, whose decision shall be final. An individual’s conviction of a felony or misdemeanor will not automatically result in denial of volunteer service; each situation will be considered individually. (As used in this paragraph, “convicted” means a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or any other security deposited to secure appearance by a person charged with a felony or misdemeanor; the payment of a fine; a plea of no contest; or the imposition of a deferred or suspended sentence by the court.)
5. Registered volunteers shall be issued an identification badge, which must be worn at all times the individual is providing volunteer services.
6. Registered volunteers are subject to follow-up background checks any time the District receives information indicating that it would be prudent to conduct such a background check in the interest of protecting student health, welfare, safety or morals. Registered volunteers are also subject to one random follow-up background check during each three-year period they remain a registered volunteer.

The principal and his/her designees shall identify appropriate services for volunteers serving each school, and shall train volunteers as necessary to perform such services. To the extent necessary to perform services assigned by the principal or his/her designee, volunteers may be authorized to use District computers and Internet access. A volunteer’s use of District computers and Internet access shall be subject to the terms and conditions of Policy GBEE governing employee use of District information technology. The use of volunteers at any school or school activity shall not conflict with or replace any regularly authorized personnel staffing allotment.

Volunteers shall comply with all applicable District policies and regulations, as well as with all applicable school rules.

Authorized volunteers shall be covered by, and afforded the protections of, the Colorado Governmental Immunity Act and the Colorado Teacher and School Administrator Protection Act.

The superintendent or superintendent's designee shall establish regulations or administrative guidelines to assist District personnel in the uniform and consistent implementation of this policy.

Adopted by Board: August 25, 1997

Revised by Superintendent: June 26, 2006

Revised by Superintendent: March 1, 2010

**LEGAL REFS:**

42 U.S.C. 5119a & 5119c

20 U.S.C. 7140(b)(1)(A)(ii)

C.R.S. 22-12-101 et seq.

C.R.S. 24-10-101 et seq.

**CROSS REF:**

GBEE, Employee Use of District Information Technology

GBJ, Personnel Records and Files

KI, Visitors to Schools

**EXHIBIT E**  
**DISTRICT POLICY KJ-R**  
**VOLUNTEERS**



## KJ-R - Volunteers

These regulations specify with respect to school volunteers the duties and responsibilities of the Partnership and Volunteer Center, principals and site supervisors/directors, site volunteer coordinators, and the Human Resources Department, as well as the procedures applicable to random background checks.

### PARTNERSHIP AND VOLUNTEER CENTER DUTIES AND RESPONSIBILITIES

1. Maintain the online volunteer application system, via the District website, to facilitate the mandatory volunteer registration.
2. Submit all volunteer applicants for background checks conducted by a contractor approved by the executive director of human resources. In addition to the regular background check process for volunteer applicants with in-state addresses, the contractor shall also utilize one or more national criminal databases to conduct background checks for volunteer applicants with out-of-state addresses, and shall notify the executive director of human resources in writing of the national criminal database(s) so utilized.
3. Review all background information that is provided by the contractor approved by the executive director of human resources. The Partnership and Volunteer Center shall immediately submit a volunteer applicant's background check information and application information to the Human Resources Department whenever the background check indicates any of the following circumstances apply to the applicant:
  - a. Felony conviction;
  - b. Two or more DUI convictions;
  - c. Any domestic violence convictions;
  - d. Any child abuse/reckless endangerment convictions;
  - e. Any outstanding warrants;
  - f. Any current charges where the court date is outstanding (pre-conviction);
  - g. Any conviction involving the illegal sale of a controlled substance;
  - h. Any conviction involving unlawful sexual behavior or unlawful behavior involving a child; or
  - i. Any other information that suggests an applicant's volunteer service may be incompatible with the protection of student health, welfare, safety or morals.

For purposes of these regulations, a "conviction" shall be defined as a conviction by a jury or by a court; the forfeiture of any bail, bond, or any other security deposited to secure appearance by a person charged with a felony or



misdemeanor; the payment of a fine; a plea of no contest; or the imposition of a deferred or suspended sentence by the court.

4. After the volunteer applicant background check has been completed, send information to the appropriate site or department.
5. Respond immediately to site or department staff concerns regarding current or past volunteers.
6. Maintain confidential files, both paper and online, of all volunteer applicant information.
7. Maintain strict confidentiality related to background information that is provided by the contractor approved by the executive director of human resources.
8. Provide training to sites and volunteers as needed to comply with the mandatory registration policy.
9. Ensure that all volunteers have identification badges to be worn at all times when they are performing volunteer services for the District.
10. Conduct follow-up background checks on current registered volunteers in accordance with these regulations.
11. Report violations of Policy KJ or these regulations to the appropriate assistant superintendent of school services and/or to the executive director of human resources.

#### PRINCIPAL AND SITE SUPERVISOR/DIRECTOR DUTIES AND RESPONSIBILITIES

1. Require all site volunteers to register through the online registration software.
2. Allow only volunteers who have completed an application and who have an approved background check to perform volunteer services for their site.
3. Provide training/information to staff and volunteers as needed to comply with the mandatory registration policy.
4. Ensure that all volunteers for whom they are responsible wear identification badges at all times when they are performing volunteer services for the District.
5. Respond immediately to staff concerns regarding current or past volunteers.
6. Report violations of Policy KJ or these regulations to the appropriate assistant superintendent of school services and/or to the executive director of human resources.

## SITE VOLUNTEER COORDINATOR DUTIES AND RESPONSIBILITIES

1. Meet with site staff, both teachers and administrators, and compile requests for volunteers.
2. Recruit qualified volunteers for each job.
3. Provide online registration information and registration opportunities for volunteers.
4. Require all volunteers to register through the online system.
5. Provide assistance in the event a volunteer has difficulty registering online.
6. Conduct volunteer orientation, if needed.
7. Arrange for introductory meetings, as necessary or appropriate, between site staff and volunteers.
8. Submit monthly volunteer reports to the Partnership and Volunteer Center.
9. Keep in close contact with staff and volunteers on a regular basis.
10. Monitor and evaluate the site's volunteer program.
11. Involve the principal when dealing with any problems concerning site staff and volunteers.
12. Communicate regularly on volunteer issues with the school community through the school newsletter.
13. Attend meetings that include, but are not limited to, volunteer coordinator meetings, volunteer software computer trainings, and volunteer recognition events.
14. Enter hardcopy volunteer applications and all volunteer opportunities online through the volunteer software system.
15. Regularly maintain volunteer information for site assignments through the volunteer software system.
16. Establish and maintain a check-in system for all volunteers entering the site, which shall include providing each volunteer with a mandatory identification badge and training on how to check in and out.

17. Report violations of Policy KJ or these regulations to the school principal and to the partnership and volunteer coordinator.

#### HUMAN RESOURCES DEPARTMENT DUTIES AND RESPONSIBILITIES

1. Review periodically and suggest revisions to criteria for the Partnership and Volunteer Center to utilize when screening background check information.
2. Review all volunteer applications and background check information that is provided by the Partnership and Volunteer Center. Human Resources Department staff will contact the volunteer applicant regarding background check concerns and determine the resolution/outcome regarding such concerns. All resolutions and outcomes will be reported to the partnership and volunteer coordinator.
3. Respond immediately to site or department staff concerns regarding current or past volunteers.
4. Maintain strict confidentiality related to background information that is provided by the contractor approved by the executive director of human resources.
5. Report violations of Policy KJ or these regulations to the executive director of human resources.

#### RANDOM FOLLOW-UP BACKGROUND CHECK PROCEDURES

1. All volunteers who have not updated their profile on or after July 1 of each year shall receive a final communication (postcard or e-mail) that they are considered inactive Poudre School District volunteers.
2. Volunteers receiving such communications shall have two weeks (a date shall be specified in the communication) to notify the Partnership and Volunteer Center or their building coordinator that they wish to remain active volunteers.
3. If the Partnership and Volunteer Center has not received a volunteer's updated profile and/or is not notified by the specified deadline that a volunteer wishes to remain active, the volunteer shall be removed from the active volunteer list.
4. A list of all active volunteers shall be sent to the contractor approved by the executive director of human resources. The contractor shall, on a quarterly basis, randomly select 10% of the active volunteers on the list for follow-up background checks (excluding those individuals who have been checked within the last 3 years). These checks shall be made quarterly, with the understanding that every active District volunteer shall have a follow-up background check completed once every 3 years.

5. All individuals who have never volunteered with Poudre School District but have completed volunteer applications shall be processed through the initial applicant background check process.

Adopted by Superintendent: November 27, 2006

Revised by Superintendent: February 6, 2012

# **EXHIBIT F**

## **DISTRICT POLICY ECAB SECURING DISTRICT FACILITIES**



## **ECAB - SECURING DISTRICT FACILITIES**

The superintendent or designee shall develop an adequate key and access control system for entry to District facilities and areas within District facilities when they are not open to the public.

Keys, access cards and/or security codes for entry to District facilities and areas within District facilities shall be issued only to those employees, individuals or entities that require access pursuant to their employment or contract with the District.

Under no circumstances shall anyone who is issued a key, access card and/or security code be allowed to release or loan the key, access card and/or security code from their possession to anyone for any reason. Duplicate keys shall not be made. Loss of a key, access card and/or security code shall be reported immediately to the building principal or site/department access manager, and to the District's Customer Support Center.

Alarm systems and other devices that protect buildings against illegal entry and vandalism shall be installed where appropriate. Employment of security personnel shall be approved by the superintendent or designee in situations where special risks are involved.

Employees leaving a building after hours shall ensure the building is secure prior to their exit.

Adopted by Board: April 1972  
Revised by Board: June 1982  
Revised by Board: August 1982  
Revised by Board: June 1988  
Revised by Board: September 9, 1996  
Revised by Board: January 9, 2006  
Revised by Superintendent: April 26, 2010

LEGAL REFS:  
C.R.S. 18-4-503  
C.R.S. 18-4-504

CROSS REFS:  
KF, Use of District Facilities

# **EXHIBIT G**

## **DISTRICT POLICY ECAF ELECTRONIC MONITORING AND SURVELLIENCE**



## **ECAF - ELECTRONIC MONITORING AND SURVEILLANCE**

The Board of Education recognizes its continuing responsibility to ensure the District's proper and efficient operation, to protect District property, to maintain and improve student discipline and to ensure the health, welfare and safety of students, staff and other persons at District facilities, in and around District buildings and on District transportation vehicles. Toward this end, the Board supports the administration's use of video and audio-visual cameras at District facilities, in and around District buildings, and on District transportation vehicles, as well as the monitoring of communications over the District's telephone system, in accordance with this policy and governing law. The superintendent or superintendent's designee(s) shall select or otherwise approve prior to their acquisition such video and audio-visual cameras, audio telephone recorders, and related equipment.

### **USE OF CAMERAS**

Video and audio-visual cameras may be used to monitor and record students, staff and other persons at District facilities, in and around District buildings and/or on District transportation vehicles on a year-round basis at any and all times, whether or not school is in session and whether or not the facilities, buildings and/or transportation vehicles are in use. The use of video and audio-visual cameras may be rotated between District transportation vehicles at the discretion of the director of transportation services. Audio-visual cameras may be used to monitor and record students, staff and other persons only if sufficient notice is given to reasonably inform them of the monitoring and recording.

Neither video cameras nor audio-visual cameras may be used in restrooms, locker facilities or other areas where students, staff and/or other persons have a reasonable expectation of privacy.

Students, staff and other persons are prohibited from the unauthorized use of, and from tampering with or otherwise interfering with, the District's video and/or audio-visual cameras and related equipment.

Notices shall be posted at appropriate locations where video and/or audio-visual cameras may be used at District facilities, in and around District buildings and on District transportation vehicles that persons in such areas are subject to video and/or audio-visual monitoring and recording at any time.



## TELEPHONE MONITORING AND RECORDING

Communications over the District's telephone system may be monitored and/or recorded at any time, as long as sufficient notice is given to reasonably inform all parties to the communications that such monitoring and/or recording is taking place.

Telephone recordings are and shall remain the property of the District. Authorization to listen to such recordings may be granted to District officials demonstrating a legitimate need to do so, as determined by the superintendent, security manager, or their designee(s), in accordance with governing law and, where applicable, District Policies GBJ and JRA/JRC. Authorization to listen to such recordings may be granted to individuals who are not authorized District officials only as required by law.

Listening to telephone recordings may only be permitted in the Support Services Office Complex unless otherwise authorized by the superintendent or superintendent's designee(s), or unless otherwise required by law. To the extent required by law, a written log shall be maintained of individuals listening to telephone recordings, including the date of listening, reasons for listening, date the recording was made, parties to the telephone communication (to the extent known), and signature of listener(s).

## USE, STORAGE AND SECURITY OF RECORDINGS

Video, audio and audio-visual recordings may be used as evidence that a student, staff member or other person has engaged in behavior that violates the criminal code, District policies/regulations, and/or school rules.

Video and audio-visual recordings from District facilities and from in and around District buildings shall be maintained in their original form for at least seven (7) calendar days after the initial recording. Video and audio-visual recordings from District transportation vehicles shall be maintained in their original form for at least three (3) school days after the initial recording. Audio recordings of District telephone communications shall be maintained in their original form for at least seven (7) calendar days after the initial recording. After such periods the video, audio and audio-visual recordings may be deleted, erased or recorded over unless an incident has occurred in which a recording may be relevant to an investigation by District or law enforcement personnel, in which case the recording shall be maintained in its original form until the investigation and any resulting legal proceedings and/or disciplinary action is finally concluded.

Video, audio and audio-visual recordings shall be stored and secured to ensure confidentiality. The superintendent or security manager shall determine the District officials who may be granted unsupervised physical access to such recordings from some or all locations at District facilities, in and around District buildings and/or on District transportation vehicles.

## STUDENT EDUCATION RECORDS

The District shall comply with all laws regarding student education records applicable to video, audio and audio-visual recordings. Recordings considered for retention as part of a student's education record shall be maintained in accordance with established procedures governing access, review and release of such records.

## VIEWING VIDEO AND AUDIO-VISUAL RECORDINGS

Video and audio-visual recordings are and shall remain the property of the District. Such recordings may not be viewed by any person, including District officials granted unsupervised physical access to the recordings, except as permitted or required by law and this policy. Authorization to view recordings may be granted to individuals demonstrating a legitimate need to do so, as determined by the superintendent, security manager, or their designee(s), in accordance with governing law and, where applicable, District Policies GBJ and JRA/JRC.

Requests by individuals who are not authorized District officials under governing law or District Policies GBJ or JRA/JRC to view recordings that were made at District facilities or in and around District buildings shall be presented in writing to the security manager or his/her designee within seven (7) calendar days after the date of the recording. Requests by individuals who are not authorized District officials under governing law or District Policies GBJ or JRA/JRC to view records made on District transportation vehicles shall be presented in writing to the director of transportation services or his/her designee within three (3) school days after the date of the recording. Such written requests must include an explanation of why the requesting individual wishes to view the recording(s) at issue.

Only the portion of the recording concerning the specific incident at issue shall be made available for viewing.

The viewing of recordings may only be permitted at school buildings, in the transportation office, or in the Support Services Office Complex unless otherwise authorized by the superintendent or superintendent's designee(s), or unless otherwise required by law. All viewings shall include the security manager, the director of transportation services and/or the building principal, or their designee(s).

To the extent required by law, a written log shall be maintained of individuals viewing recordings, including the date of viewing; reasons for viewing; date the recording was made; District facility and area of facility, District building and area in or around building, or District vehicle where the recording occurred (plus name of driver); and signature of viewer(s).

Adopted by Board: April 22, 2008, effective July 1, 2008  
Revised by Board: May 26, 2009, effective July 1, 2009

Revised by Board: April 28, 2015, effective July 1, 2015

LEGAL REFS:

20 U.S.C. 1232g

C.R.S. 24-72-204

CROSS REFS:

GBJ, Personnel Records and Files

GDQD, Classified Staff Guidance, Reassignment, and Discipline

JK, Student Discipline, and subcodes

JRA/JRC, Student Records/Release of Information on Students

KI, Visitors to Schools