



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

ELECTRONICS RECYCLING/DISPOSAL

RFP 20-680-005

PROPOSAL SCHEDULE

RFP Posted to BidNet

March 11, 2020

Firm Questions due

March 25, 2020, 2:00 p.m. MST

RFP Closing Date

April 8, 2:00 p.m. MST

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**REQUEST FOR PROPOSAL
ELECTRONICS RECYCLING/DISPOSAL
RFP 20-680-005**

Poudre School District (the District) is requesting electronic proposals from professional and qualified Firms to provide electronics recycling/disposal services that fit the needs of the District as described in this Request for Proposals (RFP).

The District shall provide copies of this RFP to Firms through the electronic solicitation platform www.bidnetdirect.com where registered Firms 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 their Firm's response thereto. The District may provide copies of this RFP to other Firms 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 shall only 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 March 25, 2020. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document via www.bidnetdirect.com

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

The District will only accept and consider electronically submitted proposals from Firms, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MST on April 8, 2020. at which time the submission portal will close, and no further submissions be allowed or considered.

The electronic bids will be opened in the Procurement Services Conference Room of the Information Technology Center, 2413 LaPorte Avenue, Fort Collins, 80521.

It is the sole responsibility of the Firm to see that the proposals are 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 school 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 School 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,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

**REQUEST FOR PROPOSAL
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BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

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.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

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 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.2 Firm must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.3 Proposals must meet or exceed specifications contained in this document.
- 1.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.5 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 Firm. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 1.6 Each Firm (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 The successful Firm shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 Contact with District personnel regarding this Request for Proposal (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 solicitation 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 Firm 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 Firm believes they are confidential. The District, not Firm, shall determine whether information and materials so identified will be withheld as confidential, but will inform Firm 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 shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 1.11 The accuracy of the solicitation is the sole responsibility of the Firm. No changes in the proposal shall be allowed after the submission deadline, except when the Firm can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.12 For services requiring Firm's presence on District property and the project site(s), the Firm must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.

- 1.13 The successful Firm is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Purchasing and Materials Management Department.
- 1.14 Firms are required to submit the name, address, phone number, email address and contact person of at least three (3) references for which your company has completed similar services as those requested in this RFP in the past twelve (12) months.
- 1.15 Firm must note in the solicitation 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 Firm 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 Firm 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 Firm. 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 Firm as deemed in the best interest of the District.
- 1.17 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 1.18 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 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, Firms are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.20 The District reserves the right to negotiate further with one or more Firms 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 Firm to provide the services called for under the RFP and/or represented in the Firm's response. Firms shall timely provide information to the District in connection with such inquiries and investigations. Firms 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 Firm is fully qualified or that one Firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Firm.

- 1.22 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation 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 a contract cannot be performed as a result of such action, the contract may be terminated.
- 1.23 The District intends for the contract to commence in April 2020 and continue in full force and effect through and including June 30, 2020, unless earlier terminated by the District as provided in Section 1.26 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Firm. The intended date is provided for planning purposes only.
- 1.24 For services provided, and at the option of the District, the contract may be extended beyond the first term for up to five (5) additional one-year terms subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.
- 1.24.1 Extension of the contract beyond the initial period is a District prerogative and not a right of the Firm. The prerogative will be exercised only when such continuation is clearly in the best interest of the District. Changes in price and/or specifications of renewal maintenance must be submitted to the District for review and approved at least (60) days prior to the end of the term and agreed upon by both parties.
- 1.25 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.26 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Firm no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Firm shall be paid up to the date of termination for services performed under and in accordance with this contract.
- 1.27 Independent Firm
- 1.27.1 The Firm shall provide the services as an independent Firm of the District. As such, the Firm 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 solicitation.
- 1.27.2 The Firm 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 suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

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

1.28 Certification Regarding Illegal Aliens

1.28.1 The Firm 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 the Firm that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The Firm 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 the Firm'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 The Firm 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 the Firm obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the District within three (3) days that the Firm 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 Firm 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 Firm 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 contract, 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 Firm

- 1.29.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Firm to perform the work and the Firm shall furnish to the District all such information and data for this purpose as may be requested.
- 1.29.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Firm fails to satisfy the District that such Firm is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

1.30 Miscellaneous

- 1.30.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Firm, the recommended Firm will work with the District's Contract Administrator to successfully negotiate a contract.
- 1.30.2 **Governing Law.** A contract resulting from this solicitation 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.
- 1.30.3 **Equal Opportunity.** The successful firm 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.
- 1.30.4 **Appeal of Award.** The Firm may appeal the award by submitting, in writing, a request for re-consideration to the District's Purchasing Manager within seventy-two (72) hours after the receipt of the notice of award.
- 1.30.5 In the event the awarded Firm defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Firm or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Firm any differences between its price and the price to be paid to the next lowest Firm, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.30.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.

- 1.30.7 For the purposes of solicitation evaluation, Firm must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Firm'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 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.
- 1.30.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.31 Warranties

- 1.31.1 Notwithstanding prior acceptance of Services by the District, the Firm shall expressly warrant all delivered Services provided, as properly functioning at the start of operations and compliant with the terms of the contract and industry standards thereafter. The warranty period will begin at the time the Services have been formally accepted in writing by the District.
- 1.31.2 During the warranty period, the Firm shall be responsible and bear all costs to correct any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the contract.
- 1.31.3 The Firm will correct all defects and/or deficiencies associated with the contract and replace incorrect or defective Services within five (5) business days of written notification from the District to the Firm. If, within five (5) business days after written notice by the District to the Firm, the Firm has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Firm's expense.
- 1.31.4 Firm warrants that all Services furnished under the contract shall be merchantable and shall be safe and appropriate for the purpose for which Services of like kind are normally used. If Firm knows or has reason to know the particular purpose for which the District intends to use the Service, Firm warrants that such Services shall be fit for that particular purpose. Firm warrants that all Services furnished under the contract shall be new unless otherwise specified by the District, and that the title conveyed regarding such Services shall be complete and its transfer rightful. Firm agrees to promptly replace or correct all defects and/or deficiencies in any Service not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Firm the opportunity to do so.
- 1.31.5 Defects and/or deficiencies properly noted in writing to the Firm before expiration of the warranty period will be fully covered regardless of such expiration.

1.31.6 In the case of emergency, repairs and/or replacement may be made without notice being given to the Firm if determined by the District that delay would cause certain loss or damage. The Firm shall pay the cost of these emergency repairs and/or replacements. Firm shall, upon District request, provide proof as to the kind and quality of materials and equipment. Contracted work shall, likewise, be free of defects and in conformance with industry standards. Firm also warrants that its workers will be sufficiently skilled to produce high quality work, free of faults and defects. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective. Firm further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required and expected. If the Firm proposes to use an unproved and untried method, process or product, the District must be advised of the proposal in writing and give approval. The District may permit experimentation but may require special guarantees by the Firm to cover the experimental work.

1.31.7 By acceptance of a contract as a result of this Request for Proposal, in addition to the guarantees and warranties provided by law, Firm expressly guarantees and warrants as follows:

- a. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.
- b. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

1.32 Cooperative Purchasing Efforts

1.32.1 Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.32.2 These organizations include:

- Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.
- Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.32.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Firm. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Firm as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SCOPE OF WORK

The District is seeking proposals from qualified Firms to perform recycling/disposal services for a variety of electronics as the District deems necessary. Items may include but are not limited to the list of items found in the Cost Proposal Form (Section 3.0).

2.1 Requirements

- 2.1.1 All storage devices including internal hard drives shall be erased or destroyed by the awarded Firm according to the Department of Defense (DoD) standards so that no data is recoverable.
- 2.1.2 Firm must possess and provide their state certification and EPA ID number to the District with response to this RFP and maintain their certifications and ID numbers.
- 2.1.3 Firm must provide a certificate of recycle or disposal for all items picked up and provide record of every item that has a serial number that is picked up.
- 2.1.4 Firm shall secure items during transport and until recycle/destruction.
- 2.1.5 Firm shall Pick up from the District monthly during prearranged time periods from: 2415 Laporte Ave. – Warehouse 2, Fort Collins, CO 80521
- 2.1.6 In cases where larger amounts of electronics are ready for recycle/destruction at another District site, arrangements will be made at no extra cost to pick up at that site.
- 2.1.7 Address the following questions as they are related to your Firms proposed plan for this service.
 - a. Does your company supply recycling/disposal bins?
 - b. Do you offer individual site recycling pick up options?
 - c. What are the options provided by your organization for computer hard drive destruction?
 - d. What certification(s) does your company possess? Please provide a copy to PSD.

- e. Describe the type of record-keeping system your company utilizes to demonstrate that the downstream processing and recycling/disposal operations use practices consistent with the EPA guidelines.
- f. Please attach a sample report that you would provide to PSD on a quarterly basis detailing all equipment processed for the District.
- g. Where is your end disposal site?
- h. Please describe how your overall operation works (from pick up to drop off at downstream facility).
- i. Please explain the security measures used by your organization for hard drive/CPU storage prior to destruction.
- j. Describe the environmental management system utilized by your organization.
- k. How does your company dispose of hazardous waste?
- l. Please provide us with your proposed pick up schedule.
- m. How long do you keep disposal records?
- n. What options, if any, do you offer for a rebate program?

2.2 Value add or optional services

- 2.2.1 Describe any additional services that the Firm suggests for the District for this program.
- 2.2.2 Describe any other designations, certifications or licenses that the Firm possesses that are related to this service or program.
- 2.2.3 Describe any solutions to issues that the Firm believes the District will encounter with this program.

3.0 **COST PROPOSAL FORM**

Complete the Cost Proposal Form below completely and submit with your response.

- 3.1 Provide all other fees that could be associated with this service and when those charges could be incurred.
- 3.2 Provide fees associated with any of the value add or optional services as described in Section 2.2.

Item	Cost to District	Credit to District	Unit of Measure per Cost or Credit	Notes
Batteries (i.e., laptop, cell phone)				
Cell phone				
Computer mouse				
Copy machine				
Desk phone				
Desktop Computers				
Docking Stations				
Document Cameras				
DVD players				
Fax Machine				
Interactive White Boards				
Keyboard				
Laptops				
LCD projector				
Misc. Cabling				
Monitor-CRT				
Monitor-LCD				
Overhead projector				
Printer				
Radio				
Tablets				

Television				
Toner/ Ink Cartridge				
VCR players				

4.0 REVIEW AND ASSESSMENT

The District intends to award the contract to one Firm for this service, however, The District reserves the right to award services to multiple firms if deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Firm(s) program if deemed in the best interest of the District.

4.1 The following criteria will be considered by the evaluation committee when reviewing proposals:

4.1.1 Certification(s) held by your company (Certification of Disposal, EPA Certification, NAID Certification, IAER Certificate, etc.)

4.1.2 The District's acceptance of your site location and operation based on a physical inspection of your facility

4.1.3 Financial stability.

4.1.4 Proposed plan and answers to questions for Section 2.0.

4.1.5 Pricing provided for Section 3.0.

5.0 REFERENCE FORM

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References are mandatory – List three (3) references, preferably K-12 public school districts, for which your company has completed similar services for projects of similar scope.

10.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

6.0 INSURANCE

Firm 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. Firm 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 (preferred method of communication)
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 Firm. Firm 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 Firm has assumed in section 6.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$3,000,000
- d. Personal/Advertising Injury \$2,000,000
- 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 Firm 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 \$2,000,000
- b. Aggregate \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Firm 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.

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 Firm.
- 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.

Pollution Legal Liability

Minimum Limits

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000
- c. Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Firm and shall be insured to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.
- d. On and off-site cleanup of known and unknown pre-existing conditions arising from the Firm's facility.
- e. On and off-site cleanup of new conditions arising from the Firm's facility.
- f. Third-party claims for on and off-site bodily injury and property damage.
- g. Claims resulting in bodily injury, property damage or cleanup costs associated with pollution condition from transported cargo if the scope of service in the contract requires the transportation of any hazardous materials.

Firm warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning at the time work under this contract is completed.

Pollution Legal Liability for Disposal Site Operator

If the Scope of Services in this Contract requires the disposal of any hazardous materials from the job site, Firm shall obtain (and submit to the district) a certificate of insurance for Pollution Legal Liability from the disposal site operator.

Minimum Limits

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only required if Firm operates vehicles in performing any services under this Agreement)

- a. Bodily Injury & Property Damage
Combined Single Limit Minimum \$5,000,000
- b. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. If the Scope of Services in the Agreement require the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

- c. 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 Firm even if those limits of liability are in excess of those required by this Agreement.
- d. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount as specified in the Motor Carrier Act.
- e. The Policy shall include a waiver of subrogation in favor of the District.

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 Firm is exempt under the Colorado Workers' Compensation Act AND if Firm has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

6.1 Firm 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 Firm'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 or otherwise in this contract 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 solicitation subject, the name of the proposing firm, local 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 Firm's understanding of the work to be done. Make a positive statement that deadlines specified in the solicitation will be met.

7.3.2 State the names of the persons who will be authorized to make representations for the Firm, their titles, addresses, phone numbers, and email addresses.

7.4 **Firm's Approach**

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

7.4.2 Responses should be formatted in order, labeled as such, and follow the exact sequence of the solicitation Scope of Work section.

7.4.3 Clarification questions and requests for information throughout the solicitation shall be clearly labeled with the section and subsection number and include the Firm's response/information.

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

7.4.5 No open-ended paragraphs or non-sequential responses will be accepted.

7.5 **References**

7.5.1 Provide references (organization names, contact names, addresses, email addresses and phone numbers), as requested in Section 1.14. References will be checked as per Section 5.0.

7.6 **Cost Proposal**

7.6.1 Submit the completed form and any additional fees per Section 3.0. Cost proposal and supporting documentation shall be clearly labeled "RFP 20-680-005."

7.7 **Proposal Certification Form**

7.7.1 Submit the completed form in Section 8.0.

8.0 PROPOSAL CERTIFICATION

REQUEST FOR PROPOSAL
ELECTRONICS RECYCLING/DISPOSAL
RFP 20-680-005

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on April 8, 2020.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company’s proposal responding to the solicitation.
- The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s proposal is being offered independently of any other Firm and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone & Fax: _____

Contact Person: _____
(If different from Agent) Include e-mail 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.