



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

FACILITATION SERVICES

RFP 21-610-001

PROPOSAL SCHEDULE

RFP Posted to BidNet	November 2, 2020
Questions due in BidNet	November 9, 2020, 10:00 a.m. MST
Q&A Posted to BidNet	November 11, 2020
RFP Closing Date	November 19, 2020 2:00 p.m. MST
Service Provider Interviews (if applicable)	TBD

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**REQUEST FOR PROPOSAL
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Poudre School District (the District) is seeking proposals for professional services for the facilitation of the Community Advisory Council's (CAC) comprehensive review of the School Resource Office (SRO) Program and final recommendations to the District's Board of Education.

The District previously engaged The Civic Canopy to assist with the development of the scope identified in this RFP document as well as the Discovery Report provided in Exhibit B. If interested, The Civic Canopy may choose to respond to this RFP. Proposals deemed responsive to this RFP will be evaluated against the criteria identified in this RFP.

The District shall provide copies of this Request for Proposal (RFP) to Service Providers through the electronic solicitation platform www.bidnetdirect.com where registered Service Providers 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 Service Provider's response thereto. The District may provide copies of this RFP to other Service Providers 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 10:00a.m. MST on November 9, 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 Service Providers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MST on November 19, 2020. at which time the submission portal will close, and no further submissions be allowed or considered.

It is the sole responsibility of the Service Provider 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,

Kelly Wooden
Senior Procurement Agent
kwooden@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
- 1 additional elementary school opening in Fall of 2021
- 2 additional combined middle/high schools opening in Fall of 2022
- PSD Virtual Academy
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools

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 Service Provider 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 Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 1.6 Each Service Provider (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 Service Provider 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 Service Provider 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 Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider 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 Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 1.12 For services requiring Service Provider's presence on District property and the project site(s), the Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement COVID-19 protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.
 - 1.13.1 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Service Provider services, with or without prior notice.
 - 1.13.1.1 Service Provider must have the ability to successfully meet and move this process forward in a remote/virtual environment.
- 1.14 The successful Service Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.15 No subcontracting of accounts by the Service Provider will be permitted.
- 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 Service Provider as deemed in the best interest of the District.
- 1.17 There is no expressed or implied obligation for the District to reimburse responding Service Providers 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, Service Provider 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 Service Providers 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 Service Provider to provide the services called for under the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers 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 Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Service Provider.
- 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 upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2021, unless earlier terminated by the District as provided in Section 1.24 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Service Provider. The intended date is provided for planning purposes only.
- 1.23.1 The successful Supplier will be required to enter into a negotiated District agreement, which is attached as Exhibit A. The agreement must be executed and in effect prior to the start of project work.
- 1.23.2 The agreement language will control over any language contained within this solicitation that conflicts with the signed and fully executed agreement.
- 1.24 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 Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this contract.
- 1.25 Independent Service Provider
- 1.25.1 The Service Provider shall provide the services as an independent Service Provider of the District. As such, the Service Provider 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.
- 1.25.2 The Service 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 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.

1.25.3 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 Service Provider and the District. The future Service Provider 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 Service Provider and shall not represent itself to be a partner, agent or representative of the Service Provider.

1.26 Certification Regarding Illegal Aliens

1.26.1 The Service Provider 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 Service Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The Service 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 contract through the Service 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).

1.26.2 The Service Provider 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 Service Provider obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Service Provider shall notify the subcontractor and the District within three (3) days that the Service 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 Service 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 Service 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 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.

1.27 Press Contacts/News Releases

1.27.1 The Service Provider shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding a resulting Agreement and/or any related matters concerning the District without the prior written approval of the District.

1.28 Ownership of Confidential Student Records, Information, Photography and Developed Materials

1.28.1 All confidential student records and information, photography, and developed materials shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, photography, and developed materials including but not limited to intellectual property rights in the confidential student records and information, photography and developed materials, belong to and are retained solely by the District. The District hereby grants to the Service Provider a limited, nonexclusive license to access, view, collect, generate, and use confidential student records and information, photography, and developed materials solely for the purpose of performing its obligations under a resulting Agreement. Use of confidential student records and information, photography, and developed materials outside of the performance of a resulting Agreement, requires express written approval from the District.

1.29 Fingerprinting and Background Checks

1.29.1 Prior to and as a condition of the provision of any Services under a resulting Agreement, Service Provider shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Service Provider shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under a resulting Agreement. If the District objects to any Service Provider based on the results of the background check, the Service Provider shall not be allowed to provide services. All information provided and all information received by the District through the Service Provider 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.

1.29.2 The District may review the presence of the Service Provider on social media platforms.

1.30 Non-Disclosure of Confidential Information

1.30.1 Service Provider understands that while performing services under a resulting Agreement, it may have access to information protected from disclosure to third parties under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 *et seq.*). Accordingly, Service Provider hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. At the termination of a resulting Agreement or earlier, if requested by the District, Service Provider shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Service Provider violates the terms of this, Service Provider agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Service Provider also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

1.31 Qualifications of Service Provider

1.31.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data for this purpose as may be requested.

1.31.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

1.32 Miscellaneous

1.32.1 **Governing Law and Venue.** 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.

- 1.32.2 Equal Opportunity. The successful Service Provider 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.
- 1.32.3 Appeal of Award. The Service Provider may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.
- 1.32.4 In the event the awarded Service Provider defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.32.5 This solicitation does not commit the District to award an agreement 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.
- 1.32.6 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. Service Provider(s) 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 Strategic Sourcing Department.
- 1.32.7 For the purposes of solicitation evaluation, Service Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider'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. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Service Provider's proposed variations.

1.32.8 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.

2.0 SCOPE OF WORK AND REQUIREMENTS

2.1 Background

2.1.1 The District is committed to engaging the public in a community process to conduct a comprehensive review of the School Resource Officer (SRO) Program. To do so, a seventeen (17) member Community Advisory Council (CAC), comprised of parents, students, administrators, police services, and community members has been established. The purpose of this review is to provide the District's Board of Education recommendations related to a comprehensive review of the SRO program.

2.1.2 The role of the CAC is to:

2.1.2.1 Develop a foundational understanding of the SRO program within a larger vision of school safety and in relationship to larger concerns surrounding the "school to prison pipeline."

2.1.2.2 Review the evolution of current SRO policies and analyze discipline data from the District to establish current state.

2.1.2.3 Review and analyze law enforcement data from each contracted law enforcement entity to establish a shared understanding of the current state.

2.1.2.4 Provide input on the language and implementation of surveys that will be given to students, parents, District staff, and SROs for the purpose of understanding each stakeholders' experience.

2.1.2.5 Review and analyze surveys from students, parents, District staff, and SROs to determine common themes and suggested program improvements.

2.1.2.6 Provide and present recommendations to the Board of Education on the risks and rewards of the SRO program, and if the program is deemed necessary, how to ensure the continued use of SROs best advances a vision of school safety consistent with a vision of equity.

2.1.2.7 Identify ways for all community members to be engaged in this work so that all voices are represented including those that are impacted the most.

2.1.3 The CAC will meet bi-weekly starting in early December 2020 and ending in late April 2021. The recommendations report will be presented to the Board of Education at their April 27, 2021 meeting.

2.2 Scope of Work

2.2.1 The District is requesting proposals for a neutral Service Provider to facilitate the CAC process. The Service Provider will be responsible for items including, but not limited to the following:

2.2.1.1 Work with the CAC to design and execute an inclusive process with a strong focus on equity informed by the insights gained from the report attached as Exhibit B.

2.2.1.2 Coordinate, schedule and facilitate all CAC meetings.

2.2.1.2.1 Meetings will be held for two hours every other week starting in early December 2020 and ending in late April 2021.

2.2.1.2.2 Service Provider will attend and facilitate all CAC meetings in person or in a virtual format. CAC is currently meeting virtually. If CAC moves to meeting in person, the Service Provider will be expected to attend in person as well.

2.2.1.2.3 Take comprehensive minutes of all meetings and distribute electronically to CAC for review within forty-eight (48) hours of the meeting.

2.2.1.2.4 The awarded Service Provider will collect and distribute all meeting artifacts, documents, charts, etc. with corresponding meeting minutes to all members of the CAC.

2.2.1.3 Guide the CAC in understanding the history and current state of SROs in the District, including data analysis

2.2.1.4 Guide the CAC in researching best practices and alternatives in relation to school safety

- 2.2.1.5 Facilitate the creation of recommendations to the District's Board of Education on the future state of SROs in the District. CAC will present the recommendations to the Board of Education.

2.3 Experience and Qualifications

- 2.3.1 Based on CAC member interviews, a qualified Service Provider shall:

- 2.3.1.1 Hold an impartial position while providing facilitation services. The Service Provider represents and warrants that the Service Provider has no actual or perceived conflict of interest as pertaining to areas of business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual, potential, or perceived conflict of interest arises, the Service Provider shall immediately inform the District in writing of any such conflict.
- 2.3.1.2 Have a clear, full picture of the context, not only how it looks at each school and also the opinions and perspectives of each CAC member.
- 2.3.1.3 Understand the historical context of why SROs were created, is highly educated on the entire SRO system, and knows the data behind SROs.
- 2.3.1.4 Remain balanced on the issues at hand and see and honor all perspectives.
- 2.3.1.5 Push back on facts, data, and narrative, if justification is lacking and/or the information stated is not accurate.
- 2.3.1.6 Lead CAC to produce the best outcomes.
- 2.3.1.7 Notice power dynamics and intervene so the CAC can have equitable and transformative conversations.
- 2.3.1.8 Work with youth and encourage their engagement and participation in the CAC meetings.

2.4 Invoicing

- 2.4.1 Awarded Service Provider will provide invoices for the Services at the rate(s) specified in Service Provider's response. Invoices shall be submitted to the District's Director of Language, Culture, & Equity or designee, within thirty (30) days of services provided, but no less than every fifteen (15) days.

Invoices for services shall include name of provider, location of services, dates services were provided, hours worked per date and a description of the services provided. Hours will be billed in no less than fifteen (15) minute increments.

- 2.4.2 Invoices received from the awarded Service Provider will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.4.3 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.

2.5 Deliverables and Reports

- 2.5.1 Meeting minutes, mid-way report and final report shall be provided in an electronic format unless otherwise requested by the CAC.
- 2.5.2 Service Provider will provide the draft of the final report to the CAC for review and comment no later than April 6, 2021.
- 2.5.3 Service Provider will update the report with CAC feedback and will provide the final report to the CAC no later than April 20, 2021 for presentation to the District's Board of Education on April 27, 2021.
- 2.5.4 CAC will provide written acceptance of all reports.

2.6 Required Information and Qualifications

- 2.6.1 Service Providers interested in providing services to the District as defined in the Scope of Work must demonstrate knowledge, experience and competence in the field of social justice analysis. Service Provider must provide evidence and demonstrate competence by providing the following information within their RFP response:
 - 2.6.1.1 Provide a summary of your/your company history.
 - 2.6.1.2 Preference will be given to those Service Providers who have a minimum of five (5) years of relative experience related to public social justice analysis.
 - 2.6.1.3 Provide a copy of the current business license from the city wherein the Service Provider is based. In the event multiple branch offices exist, then from the cities wherein the branch or branches assigned to serve the District are located.

- 2.6.1.4 Service Provider is required to maintain a local office/branch in the State of Colorado.
- 2.6.1.5 Subcontractors shall not be permitted under this RFP.
- 2.6.1.6 Describe in detail your previous experience leading facilitation of similar topics.
- 2.6.1.7 Provide reference for any public, non-profit or K-12 organizations you have worked with previously.
- 2.6.1.8 Describe in detail your previous experience with social justice analysis.
 - 2.6.1.8.1 Describe how this experience will assist you with facilitating equitable conversations and potentially overcoming power dynamics within the group.
- 2.6.1.9 Provide the list of best practices you utilize when facilitating group decision making.
- 2.6.1.10 Describe in detail how you will move a group and process forward with a lot of divergent views, while ensuring all voices are heard.
- 2.6.1.11 Describe in detail how you will question, data, and narrative, if justification is lacking and/or the information stated is not accurate.
- 2.6.1.12 Describe in detail how you will lead the group to produce the best outcomes.
- 2.6.1.13 Describe in detail how you intend to build trust through a process that leads to transformative conversations.
- 2.6.1.14 Describe in detail experience you have working with diverse communities and cultures.
- 2.6.1.15 Describe in detail experience you may have relating to trauma informed practice and knowledge, particularly relating to Black, Indigenous and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex and Asexual or Allied (LGBTQIA).
- 2.6.1.16 Describe any previous experience you have working with youth on advisory committees on similar topics.

- 2.6.1.17 Describe any previous experience you have conducting facilitation projects virtually. Include any challenges you experienced and if so, describe what steps you took to overcome those challenges?
- 2.6.1.18 What else should we know about you/your company and the services and expertise, you offer?
- 2.6.2 Provide copies of sample reports and deliverables used with previous projects, that may be relevant during this project.
- 2.6.3 Provide a detailed timeline for this project of how you see reaching the final report and the steps and milestones leading up to that final report. The timeline shall identify at minimum, target dates, important milestones, deliverables, and the responsible parties for each task.
- 2.6.4 Provide a 5 to 10-minute video presentation. Please introduce yourself and address the topics described in sections 2.6.4.1 and 2.6.4.2. The video shall be in a MP3 or MP4 format and uploaded with your proposal through the BidNet portal by the due date/time for this solicitation.
 - 2.6.4.1 What is your approach and experience with making sure traditionally marginalized community members are equally heard? Provide examples.
 - 2.6.4.2 How have your own biases influenced your approach to facilitating issues of equity, diversity, and inclusion. Provide examples.
- 2.7 Value Added/Additional Service (Optional)
 - 2.7.1 If available, describe any value added/additional services that the Service Provider suggests for the District for this program.
 - 2.7.2 Describe any other designations, certifications or licenses that the Service Provider possesses that are related to this service.

3.0 COST PROPOSAL

- 3.1 The Service Provider's cost proposal shall clearly identify and itemize the fee(s) associated with the scope of services described here in. The stated fee(s) shall cover any and all costs incurred by the Service Provider for the performance of comprehensive facilitation services as stated in this RFP.
- 3.2 Service Provider's fees shall include any and all fees associated with performing the scope of services included here in. Any and all fees associated with travel and

lodging (if applicable), shall also be included in the fees and shall be in accordance with the rates identified in the provided sample Agreement.

- 3.3 Fee(s) will remain fixed and firm for the term of the agreement.
- 3.4 Provide fees associated with any of the value add or additional services as described in Section 2.7.

4.0 REVIEW AND AWARD

The District intends to award the contract to one Service Provider for this service; the District reserves the right to award services to multiple Service Provider if deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Service Provider(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. The order of the criteria noted below does not indicate order of importance.
 - 4.1.1 Relevant and detailed information presented in the proposal
 - 4.1.2 Ability of the Service Provider to provide quality and timely services to meet the District's needs
 - 4.1.3 Qualifications and experience of the Service Provider
 - 4.1.4 Fee(s)/cost proposal
 - 4.1.5 Reference checks
- 4.2 The District may at its discretion, elect to interview one (1) or more Service Providers that submit a proposal, but is not required to do so. The interview may either be conducted via a virtual platform or in person at a Poudre School District location in Ft. Collins, Colorado.
 - 4.2.1 Any Service Provider selected for an interview will be expected to make an introductory presentation followed by a question and answer period.
 - 4.2.2 The District will not reimburse any travel related or other expenses related to an interview.

5.0 **REFERENCE FORM**

**REQUEST FOR PROPOSAL
FACILITATION SERVICES
RFP 21-610-001**

References are mandatory – List three (3) professional, non-Poudre School District, K-12 education and non-K-12 references, for which you have completed similar services for projects of similar scope. The District may contact these references during the evaluation process. **Professional letters of reference shall be included in addition to the reference information listed below.**

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

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

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

6.0 INSURANCE

Service Provider 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. Service Provider 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 Service Provider. Service Provider 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 Service Provider 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. Coverage must be written on an "occurrence" basis.
- d. 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 Service Provider even if those limits of liability are in excess of those required by this Agreement.

Professional Liability

Minimum Limits

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Annual Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Service Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Service Provider is made.

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

Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
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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 Service Provider is exempt under the Colorado Workers' Compensation Act AND if Provider has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

6.1 Service Provider 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 Service Provider'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. Information shall be provided in a concise manner.

7.1 Title Page

7.1.1 Show the solicitation subject, the name of the proposing Service Provider, 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 Service Provider’s understanding of the work to be done and describe in detail the Service Provider’s ability to fulfil the scope of services requested by the District.

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

7.4 Company Information

7.4.1 Describe the company’s business and background including the number of years in business and experience with similar contracts/agreements.

7.4.2 Details about ownership of the company.

7.4.3 Size of company, including number of offices and number of employees.

7.4.4 Provide addresses of office location(s)/branch(es) within the State of Colorado. If multiple office locations/branches exist within Colorado, identify which will be the primary location to support this project.

7.4.5 Primary contact information for the company including contact name(s) and title(s), mailing address, phone number(s) and email address(es) and the individual(s) who will be directly servicing the District.

7.5 Service Provider’s Approach

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

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

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

7.6 **References**

7.6.1 Submit completed reference form in Section 5.0 and provide professional letters of reference.

7.7 **Cost Proposal**

7.7.1 Provide a cost proposal as identified in Section 3.0. Cost proposal and supporting documentation shall be clearly labeled "RFP 21-610-001."

7.8 **Proposal Certification Form**

7.8.1 Submit the completed form in Section 8.0.

7.9 **Appendices**

7.9.1 The content of this tab is left to the Service Provider's discretion. However, the Service Provider should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Service Provider.

8.0 **PROPOSAL CERTIFICATION**

**REQUEST FOR PROPOSAL
FACILITATION SERVICES
RFP 21-610-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on November 19, 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 Service Provider 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: _____

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