



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

### **REQUEST FOR QUOTATION**

### **BUSINESS CARDS AND PRINTED MATERIALS**

### **RFQ #21-62F-001**

#### **BID SCHEDULE**

<b>RFQ Posted to BidNet:</b>	<b>January 12, 2021</b>
<b>Questions Due:</b>	<b>January 19, 2021 @ 2 p.m. MST</b>
<b>Q&amp;A/Addenda Issued (tentative):</b>	<b>January 21, 2021</b>
<b>RFQ Closing Date:</b>	<b>January 26, 2021 @ 2 p.m. MST</b>

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**REQUEST FOR QUOTATION  
Business Cards and Printed Materials  
RFQ #21-62F-001**

Poudre School District (the District) is requesting bid responses from qualified Suppliers for the purchase of business cards and printed materials as specified in this Request For Quotation (RFQ).

The District shall provide copies of this RFQ to Firms through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) where registered Firms are required to submit their electronic RFQ 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 RFQ and the Contractor's response thereto. The District may provide copies of this RFQ to other Contractors 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 RFQ and their response thereto.

**Questions regarding this RFQ must be in writing and may be directed to the District via the BidNet platform any time after the issuance of this RFQ through and including 2:00 p.m. MST on January 19, 2021. 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/addendum via [www.bidnetdirect.com](http://www.bidnetdirect.com).**

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

**The District will only accept and consider electronically submitted bids from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before 2:00 p.m. MST on January 26, 2021, at which time the submission portal will close and no further submissions be allowed or considered.** It is the sole responsibility of the Contractor to see that the bids 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 Poudre School District R-1 is prohibited.

Collusive or sham Bids: Any Bid deemed to be collusive or a sham Bid will be rejected and reported to authorities as such. Your authorized signature on this Bid assures that such Bid is genuine and is not a collusive or sham Bid.

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](mailto:jbabcock@psdschools.org)

## **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 Supplier must provide all requested information. Failure to do so may result in rejection of the quote at the option of the District.
- 1.3 Quotes 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 quote is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 1.6 Each Supplier (and its employees and representative) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 Contact with District personnel regarding this Request for Quote (RFQ), other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 1.8 Information and materials submitted in response to this RFQ 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 the Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.9 Quotes shall contain a manual signature of an authorized representative in the space provided on the Quote Certification Form. Failure to properly sign the quote may invalidate same and it may not be considered for award.
- 1.10 The accuracy of the solicitation is the sole responsibility of the Supplier. No changes in the quote shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.11 For services requiring Supplier's presence on District property and the project site, the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 3.0 of this document.

- 1.12 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Procurement Services Department.
- 1.13 Suppliers are required to submit the name, address, phone number, email address and contact person of at least three (3) K-12 Education resources (Colorado K-12 references are preferred) that have operated the proposed or similar product in an educational environment for a minimum of six (6) months.
- 1.14 The District reserves the right to reject any and all quotes or any part thereof, to waive any formalities, and further, to award the quote to the responsible Supplier as deemed in the best interest of the District.
- 1.15 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing quotes in response to this request.
- 1.16 Quotes 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.
- 1.17 The District reserves the right to negotiate further with one or more Supplier or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Supplier to provide the services called for under the RFQ and/or represented in the Supplier's response. Suppliers shall timely provide information to the District in connection with such inquiries and investigations. A Supplier may be asked to give a presentation to the District regarding its quote.
- 1.18 Should the District determine, in its sole discretion, that only one Supplier is fully qualified or that one Supplier is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Supplier.
- 1.19 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 an agreement cannot be performed as a result of such action, the agreement may be terminated.
- 1.20 The initial agreement between the District and the Supplier is planned to commence with execution and continue in full force and effect through and including June 30, 2022, unless earlier terminated by the District as provided in Section 1.22 below.
- 1.21 For services provided, and at the option of the District, the agreement may be extended beyond year one for up to four (4) additional one-year terms subject to

the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.

1.21.1 Extension of the agreement beyond the initial period is a District prerogative and not a right of the Supplier. 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 approval at least (45) days prior to the end of the term and agreed upon by both parties.

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

1.23 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in Section 1.20 above, the District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.

1.24 Independent Supplier

1.24.1 The Supplier shall provide the services as an independent Supplier of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

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

1.24.3 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 Supplier and the District. The future Supplier will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Supplier and shall not represent itself to be a partner, agent or representative of the Supplier.

## 1.25 Certification Regarding Illegal Aliens

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

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

## 1.26 Qualifications of Supplier

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

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

1.27 Miscellaneous

- 1.27.1 Governing Law. An agreement 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.
- 1.27.2 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.
- 1.27.3 Appeal of Award. The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Manager within seventy-two (72) hours after the receipt of the notice of award.
- 1.27.4 In the event the awarded Supplier defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted agreement. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.27.5 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a quote or to procure an agreement for the services. The District reserves the right to accept or reject any or all quotes 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 quote or the entire quote as deemed in the best interest of the District.
- 1.27.6 For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the quote 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.
- 1.27.7 The District shall not be held responsible for loss due to fire, theft, vandalism or damage.



## 1.28 Cooperative Purchasing Efforts

The 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.

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.

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 Supplier. It is understood and agreed that the Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier 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.

## 1.29 Limited License

The District grants the Contractor a limited, revocable, non-exclusive license to use the District and/or school logos specifically provided to Contractor to display on Contractor's products developed for District and/or its schools. Such use shall be subject to the terms of this Agreement and to any limitations communicated by the District at any time and may be suspended, revoked or terminated by the District at any time for any reason. Any District and/or school logos used by the Contractor shall be and remain at all times the sole and exclusive property of District. District and/or its school logos may not be revised or altered in any way and must be displayed in the same form as produced and provided by the District (including the use of applicable trademark and/or copyright notices). District and/or school logos must be used in a professional and lawful manner and may not be used in any manner that (1) discredits the District and/or its schools, the District's Board members, employees, representatives and/or agents or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization

of the relationship between the District and Contractor, (3) violates the rights of others, District policies and/or federal and state laws, or (4) is inconsistent with the District's educational values.

## **2.0 SCOPE OF WORK**

- 2.1 Supplier shall adhere to the requirements described in Exhibit A.
- 2.2 Supplier shall provide and maintain a dedicated URL for the District printing portal.
- 2.3 All District users shall be set up under one account with separate and unique login credentials per user.
- 2.4 Supplier's ordering portal shall accept payment via District procurement card (P-Card) with no additional fees for payment by P-Card.
- 2.5 All costs shall be included in the prices quoted including, but not limited to freight incurred for shipments.
- 2.6 Individual shipments shall be sent to the school or site placing the order.
- 2.7 Supplier may accumulate multiple orders (up to four names or orders) before beginning print production to optimize efficiency as long as the order placement dates fall within a four-week time period of each other.
- 2.8 User changes to the District specified template other than those listed in Exhibit A shall be sent to the District Communications Department at [brandall@psdschools.org](mailto:brandall@psdschools.org) for approval before implementing or printing.
- 2.9 Lead time for individual orders shall not exceed 10 business days after receipt of order.
- 2.10 Supplier shall not use the District logo, or any other logo or design provided by the District for any other purposes aside from what is described in this solicitation.
- 2.11 Supplier portal shall provide the ability to download or share proofs for final approval.
- 2.12 Supplier shall provide functionality for final approval sign-off.
- 2.13 Supplier shall supply an itemized report quarterly of all transactions within that time period as well as an annual report showing the yearly transactions of each product purchased by each user login.
- 2.14 The District intends to award the contract for these items to the Supplier(s) in the best interest of the District. This may include awarding items to separate or multiple vendors.

### 3.0 **INSURANCE**

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

Poudre School District  
Attention: Risk Management  
Email: [risk@psdschools.org](mailto:risk@psdschools.org) (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 Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in section 3.1 below.

#### **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 Supplier even if those limits of liability are in excess of those required by this agreement. |             |

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles** (only required if Supplier operates vehicles in performing any services under this agreement)

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

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

**4.0 COST PROPOSAL**

Supplier shall fill in the following table with pricing information including all associated costs per each item as specified in this RFQ and in Exhibit A. Areas are provided for Supplier to include pricing at different quantities (where applicable) so that the best option for the District can be decided by the District for each order.

Product	Lowest Possible Order Qty	Price	Next Qty For Discounted Price	Price	Next Qty For Discounted Price	Price
Single-Sided Business Cards	100	\$	250	\$	500	\$
Double-Sided Business Cards	100	\$	250	\$	500	\$
Notecards		\$		\$		\$

<b>Postcards</b>		\$		\$		\$
<b>Notecard Envelopes</b>		\$		\$		\$
<b>District Letterhead</b>		\$		\$		\$
<b>School Letterhead</b>		\$		\$		\$
<b>Regular Envelopes</b>		\$		\$		\$
<b>Presentation Pocket Folders</b>		\$		\$		\$
<b>Code of Conduct Booklets</b>		\$		\$		\$
<b>Tri-Fold Brochures</b>	100	\$	250	\$	500	\$
<b>Tri-Fold Brochures (Continued)</b>	750	\$	1000	\$	1500	\$

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**5.0 QUOTE CERTIFICATION**

**REQUEST FOR QUOTATION  
Business Cards and Printed Materials  
RFQ #21-62F-001**

The District will only accept and consider electronically submitted quotes from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **January 26, 2021 2:00 p.m. MST.**

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this bid response and that all information provided in the response is true and accurate.
- Supplier has read the conditions and technical specifications, which were made available to the Supplier in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the solicitation.
- The Supplier will adhere to all terms and conditions and provide, at a minimum, all products/services as expressed in the solicitation and/or the Supplier's bid responding to the solicitation.
- The Supplier 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 Supplier's bid response is being offered independently of any other Supplier and in full compliance with the terms specified in the solicitation.
- The Supplier 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 RFQ opening.

Supplier Name: \_\_\_\_\_

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

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

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

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

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

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

(If different from Agent – include e-mail address and phone number)

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